

State of Missouri, County of Lincoln  
Recorded in Book 2092 Page(s): 0282 - 0285  
06/18/2009 9:14AM Fees \$33.00  
DOTTIE D. CRENSHAW, RECORDER OF DEEDS

*Shane David B.*

Deputy



**AMENDMENT TO THE DECLARATION, COVENANTS AND RESTRICTIONS  
OF NORTH MOORE ESTATES SUBDIVISION**

*Tb*

E-Signed

*JB*

E-Signed

WHEREAS, the undersigned Henke Properties, LLC are the owners and developers and filed the original Declaration of Covenants, Conditions and Restrictions of North Moore Estate Subdivision which are recorded in Book 1801 Page 995 of the Deed Records of Lincoln County, Missouri and

WHEREAS, pursuant to Paragraph 29 of said Restrictions Henke Properties, LLC as Owner and Developer reserved the right to amend the restrictions and does hereby exercise said right and does make the following amendments:

1. Paragraph 6 is amended to read as follows:

No dwellings or buildings shall be located within Thirty (30) feet from the road right-of-way or utility easements or 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.

2. Paragraph 9 shall be amended to read as follows:

9(A) A dwelling of the design commonly referred to or known as a One-story dwelling shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than 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 1,100 square feet.

Lincoln County, Missouri

(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 1,100 square feet.

3. Paragraph 11 shall be amended to read as follows:

Construction plans and specifications and a plan showing the location of the structure must be approved by the Trustees as to the quality of 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 start up date. Landscaping, seeding and grading shall be completed within (9) months of the start up date.

4. Paragraph 13 shall be amended to read as follows:

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 family unit as a residence.

IN WITNESS WHEREOF, the Owners have caused these Amendments to the covenants, conditions and restrictions to be signed on this 18th day of June, 2009.

HENKE PROPERTIES, L.L.C.

By:

Bernard J. Henke  
BERNARD J. HENKE

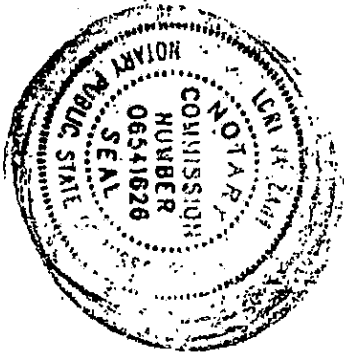
Deborah S. Henke  
DEBORAH S. HENKE

Lincoln County, Missouri

On this 18th day of June, 2009 before me Lori Vanzant, a Notary Public in and for said state, personally appeared BERNARD J. HENKE and DEBORAH S. HENKE, to me known to be the persons described in and who executed the within Amended Restrictions and acknowledged that they executed the same for the purposes herein stated.

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

Lori Vanzant  
Notary Public



LORI VANZANT  
My Commission Expires  
October 23, 2010  
Lincoln County  
Commission #06541626

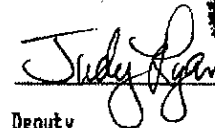
Lincoln County, Missouri

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.

Lincoln County, Missouri

State of Missouri, County of Lincoln  
Recorded in Book 1801 Page(s): 8995 - 1007  
10/28/2005 3:27PM Fees \$60.00  
DOTTIE D. CRENSHAW, RECORDER OF DEEDS

  
Deputy



(Space above reserved for Recorder of Deeds certification)

Title of Document: Declaration of Covenants, Conditions  
+ Restrictions of North Moore Estates Subdivision  
Date of Document: Oct. 21, 2005  
Grantor(s): Henke Properties, L.L.C.

Grantee(s):

Mailing Address(s): 2547 Hwy. 61 North  
Troy, MO 63379

Legal Description: SE 1/4 of the NE 1/4 of Section 30, Twp 49  
Range 1 West

Reference Book and Page(s):

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

Lincoln County, Missouri

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS OF

NORTH MOORE ESTATES SUBDIVISION

Tb  
E-Signed

JB  
E-Signed

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

\*\*\*\*\*

WHEREAS, the undersigned, HENKE PROPERTIES, L. L. C., Owners and Developers of the following described parcel of land, a subdivision in Lincoln County, Missouri:

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)

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.

NOW THEREFORE, the Owner, as maker of this Declaration, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties, does hereby subject all Lots in said subdivision to the following covenants, conditions and restrictions which shall operate as covenants running with the land into whomsoever hands it or any part of it shall come and does 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 and 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 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 Owners reserve 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 Owners shall make additional developments.

2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities and drainage facilities and other purpose shown thereon 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 Owners 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. Said profession or business is defined as: Any occupation or profession carried on by a member of the immediate family residing on the premises in connection with which there is used no sign other than a nameplate, 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, which must include at least a two-car attached garage.

6. No dwellings or buildings shall be located within Fifty (50) feet from the road right-of-way or utility easements or 75 feet from the center of a cul-de-sac and no building may be constructed within Twenty-Five (25) 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 built on the lot. No pole construction or steel siding shall be permitted. No outbuildings shall be larger than 900 square feet. No outbuildings shall be built with the wall height exceeding 10 foot.

8. L. P. tanks must be kept behind the home and out of sight, 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 floor area, exclusive of that portion encompassed within an attached garage, of not less than 1,400 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 1,400 square feet.

© 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 1,400 square feet.

(D) A dwelling of the design of more than One (1) story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than 850 square feet, and a total living area of not less than 1,600 square feet, excluding the basement area.

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 and specifications and a plan showing the location of the structure must be approved by the Trustees as to the quality of 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 front elevation of each house shall be 30% brick and or stone and shall have a roof pitch not less than 6/12. 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 start up date. Landscaping, seeding and grading shall be completed within (9) months of the start up 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 family unit as a residence, and may not be used as rental property.

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 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 Owner of said Lot 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 said Lot.

17. Said premises 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 then 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 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 residence.

22. No automobile, motor cycle, 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, 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.

24. The subdivision shall be served by a centralized septic system. The up-keep costs shall be paid pursuant to the terms of paragraph 26 of these regulations and any costs of the 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. 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.

(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 they own any lot in the subdivision.

© 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.

(D) A meeting of existing lot owners shall be held on the 1st Saturday of the first month after 2/3 of the lots have been sold and on the 1st Saturday of June every year 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 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; provided, however, 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.

(F) In all voting, whether for the election of Trustees, or for any other purpose whatsoever, each Lot shall represent One (1) vote.

(G) The Trustees shall have the power and authority to prevent, in their own names 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 \$400.00 on each improved lot in any one (1) year, payable \$100.00 quarterly 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 improvements and maintenance and upkeep of the streets. This assessment shall be due January 1 of each year, or the beginning of each quarter.

(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-fourth (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 \$500.00 Dollars 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, or may be given by posting a brief notice of the assessment upon the 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 effect until said amount is fully paid, provided, however, that such lien shall never be prior to and shall always be subordinate to any Deed of Trust of record whether before or after, in point of time.

(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, cancel or release any 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 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 to 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 this instrument for 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, any gift, grant, conveyance or donation of money, real or personal property.

(k) The Trustees, in exercising the rights, powers 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 agents, 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, 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 the result of assessments made against Lot Owners as herein provided.

(m) The act or acts or 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 the water and/or sewer system existing in the subdivision to a municipality or a public sewer district.

(p) All lot owners shall be required to connect to the sewer system and shall be bound by the rules of Homeowners Association in connection with use of said facility.

27. These 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. The said amendment or modification is to be and become effective only upon recording in 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 holder of a mortgage, Deed of Trust, or other lien against the respective lots or the improvements thereon.

28. A cancellation of any of these covenants by judgments or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.

29. The Owner HENKE PROPERTIES L. L. C., reserve the exclusive right to amend restrictions or grant variances necessary stated herein as long as any lots are still owned by it or a successor developer.

30. The Owner 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 joint use of all lot owners of North Moore Estates Subdivision and for their heirs, successors and assigns of

purposes of deriving water from the well located on the well lot and are hereby so dedicated.

32. Use of the well and the water coming from the well shall be at the discretion of each lot owner and only those lot owners desiring to utilize the water shall bear any of the costs set forth herein. Each lot owner utilizing the water from the well shall hereinafter be referred to as a "water user".

33. The expenses relating to the well (hereinafter referred to as "expenses") shall be divided equally among the water users based upon the number of houses owned by each user located in the subdivision.

Notwithstanding any other provision contained herein, any lot owner of North Moore Estates Subdivision causing damage to the well or well lot through negligence, or others for them or on their behalf, shall be wholly responsible for any damage resulting from any such negligence.

Notwithstanding the foregoing Owner shall be solely responsible for the cost of building and maintaining the well from the date of the filing of this document in the office of the Recorder of Deeds for Lincoln County, Missouri until one other lot owner in the subdivision becomes a water user.

34. Each lot owner shall be solely responsible for the cost of hooking up to the main waterline, at the cost of \$500.00, in order to obtain water service and the cost of hooking up to the common sewer system, which fee is also \$500.00. Each time a lot owner hooks onto the main waterline that is in place, that lot owner shall become a water user and shall be subject to all the terms and provisions of paragraphs 31 through 37.

The cost of maintaining, repairing and/or replacing the main waterline lying within the well lot or roadway easement shall be divided pro-rata by the water users who hook onto the main waterline. This cost shall be collected by the subdivision trustees in the same manner as other assessments created by these restrictions.

35. The cost of constructing, maintaining, repairing and/or replacing any waterline leading from the main waterline to a lot owner's personal residence or any well shall be the sole and exclusive cost of the lot owner whose lot is serviced by said waterline or well. All water lines to the residences shall be 3/4" unless a variance is approved in writing by the Trustees.

36. The Subdivision Trustees shall have the authority to oversee the maintenance of said well, well lot, main waterline, and common septic system and to collect from all users their allocable portion of the cost of maintenance, repair, replacement and operation of said systems 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 water, or access to the common septic system, to any water 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 water and restoring the water as a condition to restoring water service.

37. The herein described well, well lot and main waterline are hereby subject to all conditions, restrictions, and limitations herein set out, directing and limiting the use and maintenance of said well, well lot and/or main waterline, 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 fails 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 therein to prosecute any proceedings at law or in equity, by injunction 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 21st day of October, 2005.

HENKE PROPERTIES, L.L.C.

By: Bernard J. Henke  
BERNARD J. HENKE  
Deborah S. Henke  
DEBORAH S. HENKE

On this 21st day of October, 2005, before me Lori Vanzant, a Notary Public in and for said state, personally appeared BERNARD J. HENKE and DEBORAH S. HENKE, to me known to be the persons described in and who executed the within Restrictions and acknowledged that they executed the same for the purposes herein stated.

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

Lori Vanzant  
Notary Public



LORI VANZANT  
COUNTY OF LINCOLN  
STATE OF MISSOURI  
MY COMMISSION EXPIRES 10-23-2008  
TROY MISSOURI



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.

Lincoln County, Missouri