

AT FARM LANE SUBDIVISION:
PLEASE DO NOT REMOVE

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 2nd day of November, 19 98, by UNERSTALL CONSTRUCTION CO., A MO. CORP., 105 Tree Top Ct., Washington MO. 63090, hereinafter referred to as "Developer" and who are the owners of the real property more fully described hereinbelow.

WITNESSETH:

WHEREAS, Developer is the owner of the real estate described hereinbelow and desires to create thereon a residential community and to this end, desires to subject the real property described hereinbelow to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for efficient preservation of the values and amenities in said community, and to provide for construction, maintenance, and repair of a common roadway and payment for the same, to implement and make this Declaration of Covenants and Restrictions;

NOW, THEREFORE, the Developer declares that the real property described herein is and shall be held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this declaration (unless the context shall prohibit) shall have the following meanings:

(a) "The Properties" or "Existing Property" shall mean and refer to all such properties as are subject to this Declaration.

(b) "Lot" or "Tract" shall mean and refer to any plot of land or tract shown upon the survey attached hereto marked Exhibit "A" or any subsequent subdivision or recombination of said plot of land or tract.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title in fee simple.

(d) "Common Properties" shall mean the road and utility easements for the common use and enjoyment of the owners of the lots.

(e) "Developer" initially means the original Developer and shall include any designated person, corporation, partnership or legal entity designated by the Developer as the Developer's successor or assign.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1. EXISTING PROPERTY: The real property which is, and shall be, then transferred, sold, conveyed, and occupied subject to this Declaration is more fully described as follows: See Exhibit "A" attached hereto and incorporated herein by reference. All of which real property shall hereinafter be referred to as "Existing Property". Said property does not include the 28.44 acre parcel shown on Exhibit "A".

X J.P. Marschel 7/7/00

X Josephine K Marschel 7/7/00

J.P. Marschel JKM
ACU.

ARTICLE III
COVENANT FOR REPAIR AND MAINTENANCE
OF COMMON ROADWAY AND PAYMENT THEREFORE

SECTION 1. Common Roadway:

(a) The common roadway easement is more fully described and shown on the survey, marked Exhibit "A" attached hereto and incorporated herein by reference.

(b) The owners of the lots shall equally share the costs and expenses of maintenance and repair of the common roadway on the above described easement. The owner of Tract IV, however, shall not be obligated to share in said expense and further, the owner of Tract IV shall not have the right to use said common roadway easement to access said tract.

(c) The repairs and maintenance to be undertaken and performed under these Covenants shall include the following and only the following: maintaining the existing roadway of approximately 6 inch base and 2 inch rock and cap of 1 inch rock.

(d) Further, the repair of any damage to the roadway, other than by ordinary wear and tear, shall be at the cost and expense of the party who causes said damage.

(e) The original number of tracts which shall equally bear the costs for the construction, repair and maintenance of the roadway is four (4) and does not include Tract IV consisting of approximately 10.03 acres shown on said survey.

(f) If any tracts are subdivided or recombined as provided for herein, then the owner of any additional tract created by said subdivision or recombination shall also pay an equal share with the other lot owners, the costs of maintenance and repair of said roadway.

(g) No other property other than the Existing Property may use the common roadway easement shown on Exhibit "A".

(h) Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay this expense and said expense shall be the personal obligation of each of the owners of the lots.

(i) Determination of Required Maintenance and Repairs and Amount of Maintenance Expense: The owners of the lots shall hold an annual meeting between August 1 and September 1 of each year. If the owners cannot agree upon a mutually agreeable time and date and location for the meeting, the annual meeting shall be held at 11:00 a.m. on September 1 of each year at the intersection of the common roadway and Missouri Route AJ. The nature and type of construction, maintenance and repair of the common roadway and the amount of the expense to be incurred and the due date for payment of said expense from each owner shall be determined by the written consent of the owners of two-thirds of the lots.

When more than one person holds an interest as owner in any tract or lot, all such persons shall be owners and the consent or refusal to consent shall be exercised as they among themselves determine. Further, the presence of any co-owner of a lot shall be considered representation of all the co-owners.

ARTICLE IV
USE RESTRICTIONS

SECTION 1. General Provisions: All of the Existing Property including all tracts or lots, streets and roadways as

Handwritten signature: J. M. Jim
Handwritten initials: A.U.

shown on said survey shall be subject to the following use restrictions:

(a) RESTRICTION ON USE OF EXISTING PROPERTY:

Notwithstanding anything herein, all lots shall be used for single family residential purposes only. Except, however, a lot may be used for limited commercial purposes but only in conjunction with the lot being used and occupied as a single family residence; such as, home office use which is clearly incidental and secondary to the utilization of the premises for dwelling purposes, or an antique shop.

(b) OBSTRUCTION OF TRAFFIC: No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic on the common roadway.

(c) NUISANCES: No noxious or offensive activity shall be carried on or upon any portion of the Existing Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of any lot.

(d) FENCES: Any fences constructed on a lot shall be constructed and paid for by the owner of the lot and any owner of any adjacent lot shall not be responsible under any law for any contribution towards payment of construction or maintenance of said fence unless said owner agrees thereto in writing.

(e) ANIMALS AND LIVESTOCK: No animals shall be kept on the within property for commercial breeding purposes, and under no circumstances shall any animals generally considered livestock, including swine, goats, chickens, hogs or other animals be kept on any lot. Except, however, an owner may keep one horse or one cow per acre provided that said livestock is penned or fenced and kept on said lot. All animals, including but not limited to cats and dogs, shall be kept within the boundaries of the lot of the owner and shall not be permitted to roam outside the boundaries of the lot of the owner.

(f) PARKING OF MOTOR VEHICLES, BOATS AND TRAILERS, RECREATIONAL VEHICLES: No trucks, commercial vehicles, equipment, boats, recreational vehicles of every other description shall be permitted to be parked on or to be stored on any Lot nearer than 100 feet of a lot line. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, delivery, construction, and other commercial services for a period not to exceed 24 hours. No inoperable vehicles or apparatus may be kept, maintained or repaired on a lot except in a garage and only if said vehicle is owned by the Owner of the Lot. A vehicle shall be deemed inoperable if it does not have a current vehicle license issued by the State of Missouri.

(g) STRUCTURES: No antennas, fuel tanks, shack, garages, barns, or sheds or any other structure, except a fence or entry way, may be constructed on any lot within 75 feet of any lot property line, except for the South line of Tract V. Further, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or shed or similar structure can be used as a residence, either permanently or temporarily.

(h) SIGNS: 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 signs naming the Development and for erection and maintenance of not more than one advertising board for the sole and exclusive purpose for advertising for sale or lease the lot or tract upon which it is erected and one advertising board for any permissible commercial use under these Restrictions. Said advertising board shall not be more than four (4) feet square in size.

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(i) DRILLING AND QUARRYING: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

(j) DUMPING OF RUBBISH: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition and out of view from the front of the Lot, and not placed within 100 feet of any lot line, except for the day of trash pick up.

(k) SEWAGE DISPOSAL: All sewage disposal systems on each lot shall comply with all governmental laws and regulations regarding sewage disposal systems.

(l) WATER AND PLUMBING: All individual water supply systems on each lot shall comply with all government laws and regulations regarding individual water supply systems.

(m) UTILITY EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plats are reserved to the Developer. Such easements shall include the right of ingress and egress for construction, installation and maintenance purposes. Adjoining said easements the Developer reserves construction easements of sufficient width to install the utilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(n) CARE AND APPEARANCE OF PREMISES: The structures and grounds on each Lot shall be maintained in a neat and attractive manner. Any lawn shall be maintained so that the yard grass does not exceed five (5) inches in height; excludes pastured ground.

(o) BUILDING MATERIALS: No building materials shall be buried within any lot. All trash shall be hauled offsite and disposed of in proper disposal facilities.

(p) FIRE ARMS AND EXPLOSIVES: No guns or other fire arms may be discharged on the Existing Property or on any lot or the common roadway, nor shall any explosives be permitted to be used or stored on any of said lots or the Existing Property, provided, however, that if the use of explosive may be needed in construction, precautionary measures must be employed to prevent damage to the person and property of others.

(q) ALL-TERRAIN VEHICLES: No motor vehicles designed for off-road use, including, but not limited to, dirt bikes, all-terrain vehicles or dune buggies shall be operated on the Existing Property except on the lot owned by the owner of said vehicle and then said vehicles may be only operated between dawn and dusk and at a speed not in excess of 20 m.p.h. However, tractors, lawn tractors and other utility vehicles may be utilized for work related purposes on the lot of an owner provided said vehicles shall not be operated at a speed in excess of 10 m.p.h.

(r) RESUBDIVISION: The lots on said survey may be recombined or subdivided, however, any new lot created by the resubdivision or recombination of the lots must be at least

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ten (10) acres in area each. No lot shall be permitted to be subdivided or recombined to create any lot which is less than ten (10) acres in area.

(s) TRAFFIC REGULATIONS: No motor vehicles shall be operated on the common roadway easement unless the motor vehicle has in full force and effect a current valid Missouri vehicle license; has in full force and effect the minimum liability insurance required by the State of Missouri for operation of a motor vehicle on a public roadway; and the operator shall have a valid operator's license required by the State of Missouri for the operation of a motor vehicle on public roadways. Further, no motor vehicles shall be operated on the common roadway easement at a speed in excess of 15 m.p.h.

(t) MOBILE HOMES: No mobile or readily movable homes (single or double wide also commonly referred to as trailers or modular homes) or prefabricated or manufactured homes shall be built, placed, kept, stored or used upon any lot for any purpose whatsoever.

SECTION 2. ADDITIONAL USE RESTRICTIONS: The lots shall be subject, in addition to the General Provisions, to the following use restrictions:

(a) LAND USE: None of said lots may be improved, used or occupied for other than private and single families residence purposes (except for model homes used by the Developer and except for the limited commercial use identified above) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.

(b) HEIGHT LIMITATION: Any residence erected on any of said Lots shall not be more than three (3) levels in height above ground.

(c) MINIMUM BUILDING SIZE REQUIREMENTS: Any residence must conform to the following minimum enclosed floor area:

Ranches or one story: 1800 square feet
More than one story: 2000 square feet

The words "enclosed floor area" as used herein shall mean and include that part of a residential building enclosed and finished with heat for all year occupancy, computed on outside measurements of the residential building, except it shall not mean and include any area of basements, garages, porches, and attics.

(d) BUILDING LINES: No part of the residence shall be located on any Lot nearer a lot line than 75 feet.

ARTICLE V GENERAL PROVISIONS

SECTION 1. Duration: The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument amending said covenants and restrictions in whole or in part has been signed and recorded as provided for hereinbelow.

SECTION 2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the

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records of the Recorder of Deeds Office, County of Franklin,
State of Missouri, at the time of such mailing.

SECTION 3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by any owner or owners against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both. The failure of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so any time thereafter.

SECTION 4. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. Amendments: The covenant and restrictions of this Declaration may be amended by the Developer/Owner, or its successors or assigns so long as the Developer/Owner or its successors or assigns own any of the land within the Existing Property. The Developer/Owner and its successors or assigns shall have the authority without the acquiescence of any other owner, to amend, modify or terminate these Restrictions by written recorded instrument signed by the Developer/Owner, or its successors or assigns. Furthermore, so long as the Developer/Owner or its successors or assigns, own any of the land within the platted development or any land added thereto, the Developer/Owner and its successors or assigns, shall have the authority, without the acquiescence of any other owner, to relocate the easements and roadways except as located on the lots which have been sold by the Developer/Owner or its successors or assigns.

Subject to the above rights of the Developer/Owner, and its successors or assigns, these Restrictions may be amended at any time by written recorded instruments specifically referring to these Restrictions as amended, signed by the owners of all the property subject to these Covenants and Restrictions, provided, however, that so long as the Developer/Owner, or its successors or assigns, subject to the above rights, own any such lots the consent of the Developer/Owner, or its successors or assigns, is required in writing, to any amendment of the Restrictions before such amendment is valid.

The Developer/Owner reserves the specific right to designate its successors or assigns as Developer so long as the Developer/Owner owns any lot within the platted development or any land added thereto.

IN WITNESS WHEREOF, the undersigned, being the Developer and Declarant herein, has hereunto set its hand and seal on the day and year first above written.

UNERSTALL CONSTRUCTION CO.

By: Andrew F. Unerstall
Andrew F. Unerstall, President
" DEVELOPER "

STATE OF MISSOURI, COUNTY OF FRANKLIN, SS:

On November 2, 1998, before me appeared ANDREW F. UNERSTALL, to me personally known, who, being by me duly sworn, did say that he is the President of UNERSTALL CONSTRUCTION CO., A Mo. Corp., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and said Andrew F. Unerstall

acknowledged said instrument to be the free act and deed of said corporation.
IN TESTIMONY WHEREOF, i have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

VIOLA SCHROEDER
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
COUNTY OF FRANKLIN
MY TERM EXPIRES: 05/26/2000

Notary Public