BK 1331 PG0924

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI

Sharon L. Birkman

PAGES: 5
FEE: 30.00
REFERENCE #: 211791
DATE: 06-01-2001
TIME: 3:45 PM
BOOK #: 1331
PAGE #: 00924
CUSTOMER NAME: HOMESTEAD ACRES

RECORDER OF DEEDS FRANKLIN COUNTY, MISSOURI SEAL

Declaration of Covenants and Restrictions for Homestead Acres

An amendment to BK1229PG0311 re: restrictions for Homestead Acres.
EXHIBIT A The following numbered lots located in Homestead Acres Subdivision in Section 11, Township 43 North, Range 1 East of the 5th P.M. Franklin County Missouri, Lots 21 and 29 recorded in Plat 2 Book M Page 121.

The following lot owners were omitted from the original description Lot # 21 and Lot #29 please amend.

Sandra A. Mitchell
SANDRA A. MITCHELL

State of Missouri
County of Franklin
On this 30 day of MAY, 2001 before me personally appeared Sandra A. Mitchell, Treasurer

Sandra A. Mitchell

to me known to be the person described and who is executing the foregoing instrument and acknowledged that they executed the same as their free act and deed.
In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Washington, Missouri, the day and year first above written.

Arline M. Wilson
Notary Public

ARLINE M. WILSON
Notary Public-Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires October 11, 2003

30.00 ck 1152

BK 1229 PG 0311

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI

PAGES: 21
FEE: 78.00
REFERENCE #: 159776

DATE: 12-15-1999
TIME: 8:45 AM
BOOK #: 1229
PAGE #: 00311
CUSTOMER NAME: ECKELKAMP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHARON L. BIRKMAN
Recorder of Deeds, Franklin County
300 Main St. Rm. 101, P.O. Box 391
Union, Mo. 63084-0391
Phone: 636-583-6367 Fax: 636-583-7330

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION

STATE OF MISSOURI)
ss
COUNTY OF FRANKLIN)

I, Sharon L. Birkman, Recorder of Deeds for said State and County, do hereby certify that the following and annexed instrument of writing, was filed for record in my office on the above date and time and is truly recorded in the book and at the page shown at the top of this page.

In witness whereof, I have hereunto set my hand and official seal at my office in Union, the day, month and year aforesaid.

Sharon L. Birkman
Sharon L. Birkman KN

Mailed TO: Eckelkamp, Eckelkamp & Wood & Kuenzel
Main & Oak, Washington Mo. 63090
PO Box 228

Check No. 19743 81.00
Refund $3.00 Cash 3.00
78.00 deed amount

RECORDER OF DEEDS · COUNTY OF FRANKLIN · STATE OF MISSOURI · PLATS · DEEDS

DO NOT REMOVE THIS PAGE

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made and entered into this 30th day of August, 1999, by, between and among the owners of lands located in Section 11, Township 43 North, Range 1 East of the 5th P.M., Franklin County, Missouri, and more particularly described as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

WITNESSETH:

WHEREAS, the undersigned are all of the owners of the lands described above; and

WHEREAS, the undersigned owners desire to establish for themselves and future owners of said land certain charges, restrictions, and conditions, hereinbelow described, and impose the same upon the real property above-described and to bind themselves and their successors in interest thereto.

NOW, THEREFORE, the undersigned owners, in consideration of the premises and their mutual promises and for the mutual benefit of themselves and their successors in interest, hereby establish and impose certain charges, restrictions and conditions upon the real property described above, as to themselves, and as to future owners of said property as follows:

1. All lots subject to this declaration are restricted to residential uses and purposes only; provided, however, that in-home business which does not generate additional traffic to the home may be conducted. Living quarters shall not at any time be set up in any building other than the residence, nor shall a house trailer or mobile home be parked and occupied as a residence upon any portion of the property subject to these restrictions.

2. Residences must have a main floor area, exclusive of porches, of not less than One Thousand Two Hundred (1,200) square feet and have a solid, continuous foundation of stone, concrete block, concrete or brick. All buildings must have the exterior portions constructed of new material, except that used brick will be permitted. Not more than one single family residence building and accessory buildings thereto shall be constructed on any one lot, or part thereof, in the event any lot is divided into two or more ownerships.

3. Roll tar paper or sheets of metal shall not be used as roofing or on the outer exposed walls of any house. All roofs must be of approved shingle type or equal. Tar and gravel roofs are permitted on roofs

usually termed as flat roofs. Flat roofs may only be used when approved by the Trustees as hereinafter provided.

4. Plans and specifications of all residences and garages must be submitted to the Trustees holding office for their approval before building operations are started, and the plans and specifications must be either approved or rejected within fifteen (15) days after they have been received. If rejected, such residence or garage shall not be built. The exterior of all buildings must be completed within six (6) months after construction begins, in accordance with the plans and specifications so submitted and approved. No fence or other obstruction shall be placed upon any lot subject to these restrictions except a fence not over 3 ½ feet high and composed of wire with at least 3-inch mesh or pickets at least 3 inches apart and no such fence shall protrude past the front of the residence.

5. Plumbing must be installed in all residences. Outside toilets shall not be permitted. The water supply used on any lot subject to this agreement shall have the approval of the Missouri Division of Health and the Franklin County Health Department. The sewage disposal system used on any lot subject to this agreement shall have the approval of the Missouri Department of Natural Resources and the Franklin County Health Department.

6. No portion of any residence, or building of any kind, shall be erected within fifty (50) feet of any road or drive adjoining any lot or within ten (10) feet of the division line between lots or parts thereof; provided, however, that if the title to adjoining lots should be vested in a single ownership, then such owner may not build within five (5) feet of the outer side line boundaries; provided, further, that all residences shall front toward the street.

7. Horses may be kept on lots containing two (2) acres or more under one (1) ownership with a maximum of two (2) animals per lot, provided adequate attractive stable space is constructed and there are no obnoxious or offensive noises or odors therefrom. Other than above set forth, no animals of any kind shall be permitted except for the usual kind and number of domestic pets customarily found in single-family residences. Dogs or cats creating a nuisance or becoming dangerous shall be removed from the area.

8. Garbage, rubbish, bottles, cans, derelict automobiles, trucks, carts or trailers (those not in operational condition or no longer licensed by the State of Missouri) or any discarded material or deleterious matter shall not be permitted to accumulate upon the premises but the same

must be removed at such frequent intervals as may be necessary to keep the property clean. The exterior of all residences and the grounds surrounding any residence must be kept in a neat and orderly condition at all times.

9. Three (3) Trustees, who shall be resident owners of lots which are subject to this instrument shall be elected by the owners of lots subject to this agreement. The first election shall be held at such location and on such date as shall be agreed upon using the procedure set forth as follows for the annual election of Trustees. Members of the Board shall be elected by lot owners of record during the month of July of each year, beginning July 1999. The election shall be held at a meeting called for that purpose by the Board with a notice being sent by mail to each owner of record to their last known address at least ten (10) days prior to the date set for the meeting. Said notice shall state the purpose of the meeting, date, time and place the meeting is to be held and stipulate that the owner may vote by proxy if desired. Meetings shall be held in Franklin County, Missouri, at a place not more than five (5) miles distant from the area covered by this indenture. Each owner current in his or her assessments shall be entitled to one (1) vote per each lot owned (multiple owners of any lot shall be entitled to only one vote) and the majority of the owners attending in person or by proxy shall be empowered to elect members to the Board and to transact such other business as was stipulated in the notice of the meeting.

After the election of said Trustees, they shall meet and select from their number a President, Secretary, and Treasurer, who shall thereupon assume the duties of their respective offices. A bank account shall be opened upon receipt of funds in the name of "Board of Trustees Under Restrictions Recorded at Book ____, Page ____" (with the book and page numbers inserted), and all money collected under the terms of this instrument for the purposes herein shall be deposited in said account and all checks drawn thereon shall be drawn only upon the order of the Board of Trustees and shall be signed by the President and Treasurer of said Board of Trustees. The Treasurer shall at all times maintain accurate and current books of account, which said books shall be made available for inspection by any lot owner at the annual July meeting, and the Treasurer shall provide a summary report at that time.

In the event that the office of any Trustee shall become vacant through death, resignation, sale of property of said Trustee within said subdivision, or inability or refusal to act during his term, said vacancy shall be filled by appointment by the remaining Trustees for

the balance of the unexpired term of said Trustee. If the remaining Trustees fail to appoint a successor Trustee within 90 days of the vacancy, a special election shall be held to elect a successor Trustee for the balance of the one-year term at a special meeting to be held upon ten days' notice.

The said Trustees shall have the power to levy an assessment upon and against each lot subject to this agreement in an amount sufficient for the payment of maintenance, repair, upkeep, reconstruction or replacement of all or part of the established roads, and other conveniences which the Board of Trustees shall deem necessary and for any other purpose which the board of Trustees shall determine to be beneficial to said subdivisions or the residents thereof. Any proposition to authorize an assessment amount shall be submitted to the lot owners authorized to vote thereon at any annual election date as hereinabove provided and the procedure for voting on any such proposition shall be the same as that hereinabove set forth for the election of trustees with a fifty-one (51) percent majority of those present and voting by proxy needed to pass. Such assessment shall be due at the annual July meeting. All assessments shall be made payable to the Treasurer of the Board of Trustees. Should the owner(s) of any lot fail to pay said assessment when due, a ten percent (10%) late fee shall be added to the original assessment levied. The initial assessment shall be for $200.00 per lot per year.

Should the owner(s) of any lot subject to this agreement fail to pay within two (2) months of the original due date such assessments as may be properly levied by the Trustees under the terms of this instrument, the Board of Trustees may file a Notice of Delinquency, executed and acknowledged in the manner provided for a conveyance affecting real estate, in the Recorder of Deeds Office, Franklin County, Missouri, and refer to this instrument, which recording shall be taken as a demand for payment. Thereupon, the assessment plus recording fee and late fee, plus twelve (12) percent simple interest per annum shall become a lien upon the property in question, irrespective of other liens filed subsequent to the execution of this agreement. After the assessment is due, and whether filed or not, if same shall not be paid within a period of sixty (60) days, then such sums together with recording charges, a reasonable attorney's fee and court costs shall be enforceable and collectible as a lien upon said real estate, in and by suit, action or other proceeding, in any court of Franklin County, Missouri, having jurisdiction of suits for the enforcement of such or similar liens, instituted or commenced in the names of the Trustees, or their successors, as party plaintiffs.

10. Use of firearms within the area for hunting or target shooting is prohibited.

11. The Trustees herein selected shall have full power and authority to expend and contract for the expenditure of funds collected by them for the purposes herein set forth. The books of the Trustees shall be open at all reasonable times to all lot owners subject to this agreement for their inspection. The Treasurer shall have custody of books of account and the Secretary shall have custody of all of the minutes of meetings.

12. Written approval from the Board of Trustees must be obtained prior to the performance of any and all types of excavations as may be required for any purpose in or upon the roads and drainage ditches servicing said roads established in said subdivision.

13. The Board of Trustees shall have the right, and hereby are authorized, to make reasonable rules and regulations relating to the driving and parking of vehicles on the roads and drives. Before the maintenance of any new roads becomes the responsibility of the Board of Trustees, said new roads and drives must be established in comparison with the already existent roads and drives in said subdivision.

14. The Trustees shall have authority to provide for cutting or removing any bushes or trees which infringe upon or obstruct any portion of the street or in any way obstruct any view on the street or right-of-way.

15. The owner of any lot subject to this agreement or any person having any right, title or interest in any lot subject to this agreement shall have the right to prevent or stop the violation of any section of these Restrictions by the owner or owners or guests of any lots subject to these restrictions by injunction or other lawful procedure, and to recover any damages resulting from such violation, together with costs and attorney fees from those individuals in violation of these restrictions.

16. The above restrictions may be changed, amended, made more burdensome upon the lots or abrogated by the written consent of fifty-one (51) percent of the owners of the lots subject to these restrictions duly signed and acknowledged and filed for record in the Recorder's Office of Franklin County, Missouri.

17. These restrictions shall run with and bind the lots which are made subject to them and shall inure to the benefit of the owners of said lots and be enforceable for a term of twenty (20) years from the date of recording same, after which time said restrictions shall automatically be extended for successive twenty-year terms unless an instrument signed and acknowledged by the then owners of fifty-one (51) percent of the lots subject to these restrictions has been recorded in the office of the Recorder of Deeds of Franklin County, Missouri, canceling these restrictions.

18. Should any of the restrictions herein provided be or become void or inoperative, all other such restrictions shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned lot owners have hereunto set their hands.

OWNERS (sign and print name under signature)	LOT NUMBERS
Richard H. Bosch RICHARD H. BOSCH	32
Norma M. Bosch NORMA M. BOSCH	32
Cynthia A. Brinker CYNTHIA A. BRINKER	23
Vernon L. Brinker VERNON L. BRINKER	23
Gladys M. Tate GLADYS M. TATE	24
Glen L. Tate GLEN L. TATE	24
Sandra A. Mitchell SANDRA A. MITCHELL	33
Kenneth G. Mitchell KENNETH G. MITCHELL	33

Linda Klott Brown Linda Klott Brown	37
Roger Brown Roger Brown	37
Paul O Simpkins Paul O Simpkins	19
Joyce L. Simpkins Joyce L. Simpkins	19
James B. Bathon JAMES B. BATHON	22
Stephen S Watson Stephen S Watson	39
Deborah A. Watson Deborah A. Watson	39
Janice I. Bathon Janice I. Bathon	22
Janet R. Hardin JANET R. HARDIN	16
Robert B. Hardin ROBERT B. HARDIN	16
Kenneth Unnerstall KENNETH J. UNNERSTALL	34
William P. Alsop WILLIAM P. ALSOP	25
PAT TROWER Pat Trower	27
BOB TROWER Bob Trower	27

L. Dean Bettick L. DEAN BETTICK	30
Chantell Y. Lunnerstall Chantell Y. Lunnerstall	34
Chris Overhoff Chris Overhoff	20

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

On this 5TH day of JUNE, 1999, before me personally appeared Richard H. Bosch and Norma M. Bosch; Vernon L. Brinker and Cynthia A. Brinker; Glen L. Tate and Gladys M. Tate; Kenneth G. Mitchell and Sandra A. Mitchell; Roger Brown and Linda Klott Brown; Paul O.Simpkins and Joyce L. Simpkins; James B. Bathon and Janice I. Bathon; Stephen S. Watson and Deborah A. Watson; Robert B. Hardin and Janet R. Hardin; Kenneth J. Unnerstall and Chantell Y. Unnerstall; William P. Alsop; Bob Trower and Pat Trower; L. Dean Bittick; and Chris Overhoff

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

SHARON K. SUTTON, NOTARY
STATE OF MISSOURI
COUNTY OF FRANKLIN
MY COMMISSION EXPIRES 1-5-2000

Sharon K. Sutton
Notary Public

SHARON K. SUTTON NOTARY PUBLIC STATE OF MISSOURI

17. These restrictions shall run with and bind the lots which are made subject to them and shall inure to the benefit of the owners of said lots and be enforceable for a term of twenty (20) years from the date of recording same, after which time said restrictions shall automatically be extended for successive twenty-year terms unless an instrument signed and acknowledged by the then owners of fifty-one (51) percent of the lots subject to these restrictions has been recorded in the office of the Recorder of Deeds of Franklin County, Missouri, canceling these restrictions.

18. Should any of the restrictions herein provided be or become void or inoperative, all other such restrictions shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned lot owners have hereunto set their hands.

OWNERS (sign and print name under signature)	LOT NUMBERS
Milton M. Hurt Milton M. Hurt	30
Virginia E. Hurt Virginia E. Hurt	31