

6788

DECLARATIONS AND RESTRICTIONS FOR BOOK 1188 PAGE 35
WESTBOROUGH ESTATES
A SUBDIVISION WITHIN LINCOLN COUNTY, STATE OF MISSOURI

THIS DECLARATION is made this 20th day of August, 1974.

WHEREAS, Developer, MRK MEYER, LLC, a Missouri Limited Liability Company, is the fee simple owner of a certain parcel of real property located in the County of Lincoln, State of Missouri and more specifically described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Developer is desirous of establishing for his benefit and for the mutual benefit of all future owners or occupants of the real property, or any part thereof, certain easements, interests, and rights in, over and upon said premises and certain mutually beneficial restrictions, options and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Developer desires and intends that several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said real property, shall at all times enjoy the benefit of, and shall hold their interests subject to the provisions, rights, options, privileges, and restrictions in this Declaration; and

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

NOW THEREFORE, the Developer as maker of this Covenant, records these restrictions in Book 1188 Page 35 of the Recorder's Office of Lincoln County, Missouri, for the purpose of protecting property values and 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 whomever 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 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 will of any and every Owner of any Lot in said subdivision by injunction or other proceeding, whether in law or equity.

1. **STREETS:** All streets and easements shall remain for the private roadway use of all 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 upon the recorded Plat to service any additional

development, said 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.

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SEWERS: All sewers, both sanitary and drainage, and the easements for the installation, repair, and maintenance of and for same, shall remain for the private use of all the Owners of Lots in this subdivision; provided, however, that the Developer and or Trustees may, at their discretion, publicly dedicate and or convey any such sewers and wastewater treatment facility and may grant all easement rights therein or any portion or portions thereof. The Owners reserve the right to use the sewers and easements as shown upon the recorded Plat to service any additional development, said 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. For additional terms of conveyance, see the attached Exhibit C, Wastewater Treatment Facility Agreement.

2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities, wastewater treatment facility, sewers, drainage facilities, common areas, entrance signs and or monuments, perimeter fencing, and for any other purpose shown thereon or any other purpose declared by the Trustees.

3. All lot owners shall provide and maintain, at their own expense, private road entrances (commonly known as driveways) to their respective lots, such private entrances shall be constructed of concrete and shall not be constructed in such a manner so as to obstruct the side or cross drainage of the roadway. If called for per plat, each lot owner shall place or have cause to be placed in all driveways, to the proper grade and depth, a pipe culvert of not less than twelve (12) inches in diameter, made of corrugated galvanized metal or standard strength concrete pipe. Such driveways shall be surfaced and of easy grade, coinciding with connecting roadway.

4. All dwelling structures erected on any lot shall have the minimum square footage listed, exclusive of any garage area, and must have enclosed solid concrete foundations, to wit:

(a) Dwellings of the design commonly referred to or known as a one-story dwelling, a split-level dwelling, or a split-foyer dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than one thousand eight hundred (1800) square feet.

(b) Dwellings of the design of more than one 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 one thousand six hundred (1600) square feet.

(c) For the purposes of the above covenants contained in this paragraph, eaves, steps, and open porches shall not be considered a part of the dwelling and attached garage.

5. There shall not be erected or maintained either temporarily or permanently any tent, house trailer, mobile home, manufactured home, satellite dish in excess of twenty two inches in diameter, exterior radio and or television antennas, or propane gas tanks other than those associated with barbecue pits.

6. Any building erected, altered, or permanently placed on any Lot shall be a one (1) single-family dwelling, which must include at least a two-car attached garage of at least 700 square feet to insure adequate storage within the structure. No dwelling may be leased or rented without the express written consent of the Trustees.

7. The outside exterior finished walls of all structures shall be constructed of brick, rock, stone, or maintenance free vinyl siding and of good workmanship. The exterior front of the home shall be constructed of at least seventy percent (70%) brick, rock, or stone. In the event a retaining wall is constructed, the composition of said wall shall be of brick or stone. The use of any other material shall not be permitted without first having obtained the written consent of the Board of Trustees. All roof pitches shall be a minimum of 7 to 12 or steeper and the shape of the roof lines shall relate and be in conformity to each other.

8. Before the commencement of construction for the erection, placement, or alteration of any building, fence, wall, pool, or other structure on any Lot within the subdivision, the approval for same must be received from the Trustees. In furtherance, the Lot Owner shall tender to the Trustees or their duly appointed Architectural Control Committee, (as is provided infra), full scale copies of the blueprints, drawings, and or plans which shall plainly show the elevations, complete floor plans, and exterior colors of the prospective home and basement. A two-thirds (2/3) approval vote is necessary for the commencement of construction. Plans submitted to the Trustees for approval shall be rejected or accepted within thirty (30) days. If the Trustees fail to reject or accept said plans during the thirty (30) day period, acceptance shall be conclusively presumed. The Trustees review shall include but shall not be limited to:

- (a) the quality of workmanship, and
- (b) the materials to be used, and
- (c) harmony of external design with existing structure, and
- (d) the location of the proposed improvement with respect to topography and finish grade elevation.

9. The construction of residences or outbuildings shall conform to the following restrictions:

- (a) All residences constructed hereon shall be constructed no nearer than thirty (30) feet from the front property line and no nearer than fifty (50) feet from the back property line.

- (b) No residence shall be constructed nearer than fifteen (15) feet to any side property line.
- (c) On any lot which adjoins or abuts the lake, no residence or outbuilding shall be constructed within any flood plain as determined by survey or no nearer than thirty (30) feet from the water's edge at the high water mark.
- (d) An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings.
- (e) All fire chimneys constructed shall be of the type and construction approved by the fire insurance underwriters.
- (f) All fences, shall be constructed of PVC fencing material, shall be located behind the rear of the dwelling, no set-back requirements on side fences, and all privacy fences shall be at least six (6) feet tall. Fencing constructed of a material other than that listed above shall require the approval of the Trustees prior to the commencement of construction.
- (g) Outside lavines or toilets may be permitted temporarily during construction of a dwelling unit, but not to exceed a period of ninety (90) days.
- (h) The construction, maintenance, and use of outside toilets or lavines is prohibited, and no open sewage or drain system shall be permitted for the disposal of the sewage or water from internal household purposes.
- (i) The Lot owner shall be responsible for all erosion during construction and during the improvement of the property.
- (j) The house shall be completed within six (6) months of the date the foundation and footings have been completed.
- (k) Landscaping, seeding, and grading shall be completed within six (6) months of the date the foundation and footings have been completed. Lot Owners, in conjunction with the improvement of their property, shall be required to spend, demonstrate through the sweat equity, or a combination thereof, the expenditure of at least \$2,500.00 on landscaping. Owner shall maintain the landscaping and plantings on his property in a manner which demonstrates a clean, well-tended appearance.
- (l) Each lot owner shall not allow the exterior of any residence or other buildings or structures on the owner's lot to fall into disrepair. Each lot owner shall paint, maintain, and repair said residence, building or structure on that owner's lot in accordance with usual community standards for structures of such type and style.

10. 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 exclusive use of any individual family unit as a residence.

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11. There shall be no commercial use of any Lot in the subdivision except by the owners (developers) so long as they own any lots in the subdivision, and except by professions or homebased businesses which do not use any commercial signs, require no delivery trucks other than by Federal Express, UPS, or other similar or like company, and which shall have no greater than two (2) clients, customers, or employees within the subdivision at any given time.

12. No motor vehicles, inclusive of those for which the operation requires what is commonly called a "commercial license" under the laws of the State of Missouri, a trailer, boat trailer, boat, camping trailer, go-cart, ATV's, or similar vehicle, or a vehicle over one ton, shall be operated within, parked or permitted to remain on any Lot in said subdivision unless such recreational vehicle is kept garaged. A non-commercial vehicle not used regularly for residential street use shall not be operated within, parked or permitted to remain on any Lot in said subdivision, within the view of the street or other lot owners, for a period of time greater than fifteen (15) days.

13. No motor vehicle, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, a motorcycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner, upon any Lot or street in the subdivision, unless such repairs are conducted inside a private garage, screened from public view.

14. No motor vehicles, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, not in proper operating condition, which shall remain on any Lot or street longer than fifteen (15) days, shall be hauled away at the Owner's expense.

15. No lot shall be used for any unlawful purposes or for any purpose that will injure the peaceful enjoyment of others, and 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.

16. No Lot herein being purchased shall be subdivided.

17. All swimming pools must be of fenced and of in-ground construction. Fencing shall conform to the fencing restrictions contained herein. Construction of all earth contact homes is prohibited.

18. No docks are allowed.

19. The operation of boats, jet skis, pontoon boats, and any other watercraft of any size, shape, or construction, on the lake, is prohibited.

20. Fishing in the lake is permitted for lot owners and their immediate families, who have property which abuts, is adjacent to, and or lies under said lake.

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21. No firearms, pellets or BB guns shall be discharged in the subdivision at any time.

22. No animals, of any kind, shall be raised for commercial purposes. Further, no cattle, horses, swine, sheep, goats, chickens or other poultry shall be permitted in the subdivision at any time. Domestic dogs and cats will be allowed but not to exceed three (3) in total. All domestic animals must be confined on owners lot at all times except when leashed.

23. All grasses and weeds which may grow up on any lot shall be cut and trimmed by owner thereof so as not to permit a height greater than 10 (ten) inches. If this is not done, the Board shall have the right to enter said lot and cut the grasses and weeds and an assessment may be made and an applicable fine will be charged against the owner.

24. No lot owner shall be allowed to conduct, within the subdivision, a "Garage Sale" no more than once during any given year and, if conducted, shall be of no greater length than two (2) consecutive days.

25. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by builders or developers to advertise the property during construction and sales.

26. No lot shall be used or maintained as a dumping ground for rubble or trash of any kind. Trash, garbage, or other waste shall not be kept on any premises except in sanitary containers for disposal not less than weekly. It shall be to the discretion of the Trustees, subject to a two-thirds (2/3) annual majority vote amongst said Trustees, as to the company retained for subdivision trash removal. Only one company shall be chosen per year subject to performance and, if deemed unsatisfactory, then the Board may terminate the contract with said company and select another for said trash removal services. A two-thirds (2/3) majority vote amongst said Trustees shall be required to terminate the contract of said trash removal company.

27. Grantors have formed a not-for-profit corporation, under the laws of the State of Missouri, known as "The Westborough Estates Lot Owners Association, Inc.", which, when formed, shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

- (a) this Declaration, and
- (b) the Articles of Incorporation, and
- (c) its Bylaws, to wit;

(i) The Association is vested with the right in its own behalf and on behalf of each Lot Owner to enforce all the restrictions, easements, liens, and covenants contained in this Declaration.

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(ii) Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Bylaws, shall be vested with the Board, unless otherwise specified.

28. The Association, its Board and members, shall be governed in the following manner:

(a) The members of the Association shall be the Lot Owners.

(b) Each lot shall represent one vote in any matter voted upon.

(c) The members shall elect a Board of Trustees, hereinafter the "Board" or "Trustees", interchangeably, of three persons to manage the day to day affairs of the corporation.

(i) Initially, the Board shall be comprised of MARTIN F. MEYER, JEAN R. MEYER, and MICHAEL W. MEYER, who shall serve until replaced in the manner hereinafter provided.

(ii) Replacement of a vacancy within the Board shall be made by the remaining members. After the sale of eighty percent (80%) or more of the lots, a meeting shall be called of the then existing lot owners, at which meeting a new Board shall be elected. The Board shall organize itself with the selection of a President, Secretary and Treasurer.

(iii) The Board, so elected, shall be three (3) in number, one (1) of whom shall be Developer, his heirs or assigns, and two (2) of them shall be from among the purchasers of lots until such time as the original Developer shall own less than ten percent (10%) of the lots. Thereafter, all three (3) of the Board shall continue to serve three (3) year terms.

(iv) In the event any of the Board shall die or decline to act or become incompetent to act for any reason, then the remaining Board shall appoint a successor or successors to complete the term of that Director. Minutes shall be kept of all Board meetings.

(v) When two (2) members of the Board are purchasers of lots, one (1) shall serve for an initial one year term (1) and the other for an initial two (2) year term. Each shall serve three (3) terms thereafter. When three (3) of the Board are purchasers of lots, they shall serve three (3) year terms, with one (1) to be replaced each year.

(vi) Thereafter, all three (3) members of the Board from among the

purchasers of lots shall continue to serve until his/her successor is chosen at a meeting called by the Board of their own motion or upon petition of ten percent (10%) of the lot owners.

(d) A meeting of existing lot owners shall be held every year for the purpose of transacting any necessary business, said meeting shall be in a convenient place as designated by the existing Board, after first giving:

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(i) ten (10) days written notice to lot owners at their last known addresses as by posting in the subdivision; provided, however, failure of anyone to receive notice shall not affect the meeting.

(ii) A meeting is required at least once per year for the purpose of electing a member to the Board.

(iii) A majority vote of the Board is required to make any rulings or changes.

(c) Special meetings, as necessary, may be called by the Board upon their own motion or upon petition of a majority of the lot owners.

(f) Lot owners who have not paid their annual or general assessments in full as of the date of any scheduled vote, general, special, or otherwise, shall not be entitled to vote however, their presence at a meeting, annual or special, shall count in establishing a quorum.

19. The Association, its Board and members, in addition to the above, shall have the following powers:

(a) The Board shall have the power and authority to prevent, in their own names as the Board, any violation of any express trust or any infringement, and to compel the performance of any restriction.

(i) 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 Board is intended to be discretionary and not mandatory.

(b) Any lot owner found to be violating these restrictions shall pay all costs and expenses of the Board, or other lot owner, incurred to bring said lot owner into compliance.

(i) This shall include attorney's fees, court costs, recording fees, and other directly related costs.

(c) to operate and maintain the wastewater treatment facility.

30. These restrictions may be changed, modified, or amended at any time in the future by:

(a) written covenant signed by the Owners of two-thirds (2/3) of the Lots in said subdivision.

(b) The said amendment or modification is to be and become effective only upon a recording of same in the office of the Recorder of Deeds of Lincoln County, Missouri.

(c) 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.

31. The Owners and Developer, MRK MEYER, LLC, its heirs and assigns, reserve the exclusive right to amend restrictions or grant variances necessary as stated herein so long as any Lots are still owned by them or a successor Developer.

32. All Lots and tracts shall be subject to the foregoing protective covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years and after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of two-thirds (2/3) of the then owners of the improved lots agree to change said covenants in whole or in part. Such changes are to be recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, and shall become effective on said date.

33. A cancellation of any one or more of these covenants by judgement, city ordinance, county regulations, court order, or other shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. By June 1 of any given year, the Developer and successor Board may annually assess each lot in the amount and manner now set forth:

(a) to make uniform assessments not to exceed One Hundred Fifty Dollars (\$150.00) on each improved Lot in any one (1) year, upon and against the several Lots in said subdivision for the maintenance and upkeep of the streets, roads, sign, lake, dam, and insurance, and any other expenses agreed upon by the lot owners for the benefit of all lot owners;

(b) all lots which are directly adjacent to and border upon the lake shall be subject to an additional annual assessment of fifty (\$50.00) dollars.

(c) if at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessment above provided, they shall:

(c) submit, in writing, for the approval of the Lot Owners, an outline of the plan of the project contemplated, an estimate of the amount required for completion of same, and the total assessment required.

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(d) If such project and the special assessment so stated shall be approved by written consent of the owners of two-thirds (2/3) or more of the Lot owners in said subdivision, the Trustees shall notice all Owners of Lots in said subdivision of the additional assessments.

(e) The limit, One Hundred Fifty Dollars (\$150.00) per year for non lake lots and Two Hundred Dollars (\$200.00) per year for lake lots collected for general assessment purposes, shall not apply to any assessment made under the provisions contained within paragraph 35(c). Further, general assessment monies on deposit may be used for and combined with special assessment monies collected or to be collected for an authorized purpose.

35. Subject to the above required 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 said resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.

36. Notice of all assessments may be given by:

(a) mail, addressed to the last known or usual post office address of the holder of legal title to said Lot, or

(b) may be given by posting a brief notice of the assessment upon the Lot itself.

(c) Service in any one of the said methods shall be sufficient.

37. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided.

38. Delinquent Assessments shall be handled in the following manner:

(a) From and effective the date when said assessments are due, the amount of an assessment not paid shall bear interest at the rate of fifteen percent per annum or the maximum rate of interest allowed by law per annum, whichever be the greater, until paid;

(b) such assessment and interest shall constitute a lien upon said Lot, to be recorded by the Board or an agent of the Board, 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 subordinate to any deed of Trust of record whether recorded before or after the recording of said lien.

(c) At any time after the passage of 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 or more Lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri;

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(d) the Trustees shall, upon payment, cancel or release any one or more Lots from the liability for assessment, as shown by 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.

(e) Assessment(s) shall constitute a lien whether recorded or not.

39. 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.

40. 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.

41. 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, from time to time, may enter into contracts, employ agents, servants, as they 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.

42. 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.

43. 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.

44. 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, contract with, or having 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 any money that may otherwise become due or payable to them from the subdivision Trustees.

45. The maintenance for the dam and lake shall further be governed by the terms and conditions as set forth within the attached Lake and Dam Maintenance Agreement, attached and labeled as Exhibit B.

46. It is anticipated that a Wastewater Treatment Facility will be constructed on the subdivision premises of Wealborough Estates. The operation and funding for said facility shall further be governed by the terms and conditions as set forth within the attached Wastewater Treatment Facility Agreement, attached and labeled as Exhibit C.

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47. No assessment shall be due from MRK MEYER, LLC their heirs or assigns.

IN WITNESS WHEREOF, the Developer has caused these covenants and restrictions to be signed the day and year first above written.

BY: MRK MEYER, LLC

Martin F. Meyer
MARTIN F. MEYER - MRK MEYER, LLC - Manager

State of Missouri)
) ss.
County of Lincoln)

ON THIS 20 day of Aug, 1999, before me personally appeared Martin F. Meyer, Manager of MRK MEYER, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MRK MEYER, LLC.

20 of Aug, 1999, Subscribed and sworn to before me, the undersigned Notary Public, on this day
[Signature]
Notary Public



EXHIBIT B

LAKE AND DAM MAINTENANCE AGREEMENT

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THIS AGREEMENT entered into this 20th day of August, 1999, by and between MRK MEYER, LLC, hereinafter Developer, and the Board of Trustees of the Westborough Estates Subdivision Homeowners Association, Inc., hereinafter "Association."

WHEREAS, the Developer is the owner of certain real property, hereinafter referred to as the "Property", located in Lincoln County, State of Missouri, and being more particularly described as follows, to wit:

A 136.88 ACRE TRACT OF REAL PROPERTY, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS PER THE ATTACHED EXHIBIT B - 1.

WHEREAS, there presently exists an earthen dam and lake located on said Property, and

WHEREAS, said earthen dam, in part, impounds the waters of a certain lake located primarily within said Property, and

WHEREAS, the Association, as per the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated Dec. 20, 1999, and recorded within Book 1183 Page 35 of the Lincoln County Land Records, is charged with a duty to maintain the lake and the earthen dam impounding same, located within Westborough Estates subdivision, and

WHEREAS, in an effort to protect the interests of the Lot Owners of Westborough Estates subdivision, it is the desire of the Association to have access to the Property to perform maintenance and repair upon said earthen dam located upon same, and

NOW THEREFORE, by this agreement and for and in consideration of the mutual promises and assurances set out herein, the Developer and the Association hereto agree to the following terms and conditions:

1. All costs associated with the maintenance and or repair of the earthen dam located upon the Property shall borne by the Association.
2. The Association, its agents or assigns, shall have the right to come onto the Property, inclusive of each lot within said Property, for the sole purpose of repairing or maintaining said earthen dam for repairs or maintenance deemed reasonably necessary by the Association.
3. Upon completion of any repairs or maintenance performed, the Association, its agents or assigns, shall cause the condition of the Property to be that which is as

reasonably close to the condition of the Property as was prior to the repairs or maintenance being performed.

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4. Unless otherwise stated herein, this agreement shall be binding upon and inure to the benefit of the heirs, devisees, transferees and successors in interest of all parties to this agreement.

5. This Agreement shall be considered to be a part of and is hereby incorporated into the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated Aug 20, 1999.

6. In the event any party to this Agreement fails to act or perform under the terms herein set forth, said party shall be liable for the costs of enforcement of said agreement, including but not limited to, court costs, filing fees, and reasonable attorney's fees incurred by the other parties to this agreement.

WHEREFORE, the parties to this Agreement have affixed their signatures the day and year first above written.

BY:


MARTIN F. MEYER-MRK MEYER, LLC - Manager
The Westborough Estates Subdivision Homeowners
Association, Inc. - Board of Trustees

NOTARY

ON THIS 20 day of Aug, 1999, before me personally appeared Martin F. Meyer, manager of MRK MEYER, LLC, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the content and proper approval of MRK MEYER, LLC, and the Board of Trustees of the Westborough Estates Lot Owners Association, Inc., all in the County of Lincoln, State of Missouri.

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


Notary Public My Notary expires _____



EXHIBIT NO. 1

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A tract of land being along the South Half of the Southwest Quarter of the Southeast Quarter, all of the South Half of the Southeast Quarter of the Southwest Quarter in Section 29, part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 32, Township 49 North, Range 1 West, Lincoln County, Missouri, and being described as follows:

Commencing at an old post at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 29; thence along the West line of the Southeast Quarter of the Southwest Quarter, South $01^{\circ}-19'$ West 660.30 feet in an iron rod at the place of beginning of the said tract of land; thence along the North line of the South Half of the Southeast Quarter of the Southwest Quarter and the North line of the South Half of the Southwest Quarter of the Southeast Quarter, South $82^{\circ}-13'$ East 2656.94 feet in an iron rod; thence along the East line of the Southwest Quarter of the Southeast Quarter of Section 29 and the East line of the West Half of the Northeast Quarter of Section 32, South $01^{\circ}-29'$ West 2115.23 feet; thence along the North line of Missouri State Highway "47" with a curve to the left, said curve having a chord of North $69^{\circ}-46'$ West 223.61 feet; thence South $87^{\circ}-16'$ West 1076.40 feet; thence along a curve to the left 187.37 feet, said curve having a central angle of $97^{\circ}-26'$ and a radius of 1462.39 feet; thence South $79^{\circ}-56'$ West 1193.36 feet; thence along the West line of the East Half of the Northwest Quarter of Section 32 and the West line of the South Half of the Southeast Quarter of the Southwest Quarter of Section 29, North $01^{\circ}-19'$ East 2673.55 feet to the place of beginning and containing 136.88 acres, more or less.

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EXHIBIT C
WASTEWATER TREATMENT FACILITY AGREEMENT

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THIS AGREEMENT entered into this 20th day of August, 1999, by and between MRK MEYER, L.L.C., hereinafter Developer, and the Board of Trustees of the The Westborough Estates Subdivision Homeowners Association, Inc., hereinafter "Association."

WHEREAS, the Developer is the owner of certain real property, hereinafter referred to as the "Property", located in Lincoln County, State of Missouri, and being more particularly described as follows, to wit:

A 136.88 ACRE TRACT OF REAL PROPERTY, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS PER THE ATTACHED EXHIBIT C - 1, SAID EXHIBIT BEING INCORPORATED HEREIN BY REFERENCE.

WHEREAS, it is anticipated that a wastewater treatment facility will be constructed on said property, and

WHEREAS, said wastewater treatment facility shall serve the needs of the Lot Owners of Westborough Estates Subdivision, and

WHEREAS, as per the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated July 20, 1999, and recorded within Book 1189 Page 35 of the Lincoln County Land Records, the Association, is charged with a duty to operate and maintain the wastewater treatment facility, and

WHEREAS, in an effort to protect the interests of the Lot Owners of Westborough Estates Subdivision, it is the desire of the Developer that the Association, it's agents and assigns, have access to the Property to perform said acts of operation, maintenance, and repair on and to said wastewater treatment facility, and

NOW THEREFORE, by this agreement and for and in consideration of the mutual promises and assurances set out herein, the Developer and the Association hereto agree to the following terms and conditions:

1. All costs associated with the operation, maintenance and or repair of and to the wastewater treatment facility shall borne by the Association.
2. The Association, it's agents or assigns, shall have the right to come onto the Property, inclusive of each lot within said Property, for the purpose of committing such acts of operation, maintenance, and or repair of and to the wastewater treatment facility deemed reasonably necessary by the Association.
3. Upon completion of any repairs or maintenance performed, the Association, it's agents or assigns, shall cause the condition of the Property to be that which is as

reasonably close to the condition of the Property as was prior to the repair or maintenance being performed.

4. The Association shall own the wastewater treatment facility.

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5. The Association shall have the power to regulate the use of the wastewater treatment facility.

6. The Association shall, consistent with the Assessment provisions contained within the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated Aug 30, 1999, shall be empowered to levy assessments on the Lot Owners to fund the operation, repair, and maintenance of said wastewater treatment facility and to enforce said assessments through the filing of liens upon the lots of any given delinquent Lot Owner.

7. If the Association deems it to be in the best interest of the Lot Owners of Westborough Estates, the Association shall have the power to convey the wastewater treatment facility to:

a) A municipality or public sewer district which has been designated as the areawide management authority under Section 204(c)(1) of the Federal Clean Water Act, or

b) A municipality, public sewer district or sewer company regulated by the Public Service Commission which currently provides sewage collection and or treatment services on a regional or watershed basis, or

c) A municipality, public sewer district or sewer company regulated by the Public Service Commission other than one which qualifies under paragraph (3)(B)(I or R) of 10 CSR 20-6 (Clean Water Commission - Permits) or public water supply district.

8. All Lot Owners, it's successors and or assigns, who shall purchase a Lot within Westborough Estates subdivision, shall be required to connect to the wastewater facility for it's wastewater treatment needs.

9. Unless otherwise stated herein, this agreement shall be binding upon and inure to the benefit of the heirs, devisees, transferees and successors in interest of all parties to this agreement.

10. This Agreement shall be considered to be a part of and is hereby incorporated into the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated Aug 30, 1999.

11. In the event any party to this Agreement fails to act or perform under the terms herein set forth, said party shall be liable for the costs of enforcement of said agreement, including but not limited to, court costs, filing fees, and reasonable Attorney's

fees incurred by the other parties to this agreement.

WHEREFORE, the parties to this Agreement have affixed their signatures the day and year first above written.

BY:

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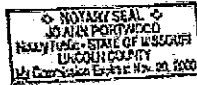
Martin F. Meyer Manager
MARTIN F. MEYER-MRK MEYER, L.L.C. - Manager
The Westborough Estates Subdivision Homeowners
Association, Inc. - Board of Trustees

NOTARY

ON THIS 20 day of Aug, 1999, before me personally appeared Martin F. Meyer, Manager of MRK MEYER, L.L.C., to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and proper approval of MRK MEYER, L.L.C. and the Board of Trustees of The Westborough Estates Subdivision Homeowners Association, Inc., all in the County of Lincoln, State of Missouri.

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

Joan Portwood My Notary expires: _____
Notary Public



STATE OF MISSOURI
County of Lincoln
I hereby certify that this instrument was
FILED FOR RECORD on 8-20-99
at 2 o'clock 15 min. P. M. and is
recorded in Book 1128, Page 35.

72
STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD
AUG 20 1999
At 2 o'clock 15 minutes P. M.
MELBA HOUSTON, Recorder



MELBA HOUSTON
By Melba Houston
Recorder

EXHIBIT - 1

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A tract of land being along the South Half of the Southwest Quarter of the Southeast Quarter, all of the South Half of the Southeast Quarter of the Southwest Quarter in Section 29, part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 32, Township 49 North, Range 1 West, Lincoln County, Missouri, and being described as follows:

Commencing at an old post at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 29; thence along the West line of the Southeast Quarter of the Southwest Quarter, South $01^{\circ}-19'$ West 660.30 feet to an iron rod at the place of beginning of the said tract of land; thence along the North line of the South Half of the Southeast Quarter of the Southwest Quarter and the North line of the South Half of the Southwest Quarter of the Southeast Quarter, South $88^{\circ}-18'$ East 2654.94 feet to an iron rod; thence along the East line of the Southwest Quarter of the Southeast Quarter of Section 29 and the East line of the West Half of the Northeast Quarter of Section 32, South $01^{\circ}-20'$ West 2115.23 feet; thence along the North line of Missouri State Highway "47" with a curve to the left, said curve having a chord of North $89^{\circ}-46'$ West 223.61 feet thence South $87^{\circ}-16'$ West 1076.40 feet; thence along a curve to the left 187.37 feet, said curve having a central angle of $07^{\circ}-20'$ and a radius of 1462.29 feet; thence South $79^{\circ}-56'$ West 1103.14 feet; thence along the West line of the East Half of the Northeast Quarter of Section 32 and the West line of the South Half of the Southeast Quarter of the Southwest Quarter of Section 29, North $01^{\circ}-19'$ East 2473.55 feet to the place of beginning and containing 136.82 acres, more or less.

No. 6849 Book 1477 Page 740
State of Missouri, County of Lincoln
Recorded in Book 1477 Page(s): 740 - 741
Jul 2, 2002 2:54 PM Fees \$26.00
Melba Houston, Recorder of Deeds

Nancy Cox
Deputy



**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WESTBOROUGH ESTATES
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI**

WHEREAS, the undersigned MRK MEYER, LLC, GRANTOR, a Missouri Limited Liability Company, has caused a certain tract of land to be subdivided, said subdivision being recorded in Plat Book 13, Page 21, Lincoln County Plat Records, being known as WESTBOROUGH ESTATES, and has caused a Declaration of Conditions and Restrictions recorded in Book 1188, Page 35, Lincoln County Records, to be placed on said Subdivision; and

GRANTEE: PUBLIC

WHEREAS, the said MRK MEYER, LLC, in Paragraph 31, has reserved unto itself the right to amend said Restrictions as long as it owns lots in said Subdivision; and

NOW THEREFORE, the said MRK MEYER, LLC, the undersigned, and being the current owner of lots in the Subdivision, does amend the Restrictions as follows:

The residence to be built on Lot 32 is granted a variance to Restriction # 9(b) in that said Residence to be built may be built within the fifteen (15) foot interior lot line. Said Residence may remain as it is to be built, but if said Residence is removed or destroyed, a new Residence may not be built within fifteen (15) feet of the interior lot line.

IN WITNESS WHEREOF, the Owner has caused this First Amendment of these Covenants, Conditions and Restrictions to be signed on this 1st day of July, 2002.

MRK MEYER, LLC

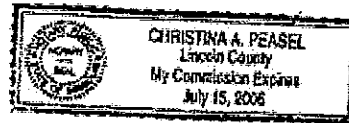
Jean R. Meyer
Jean R. Meyer, Manager

STATE OF MISSOURI)
)
COUNTY OF LINCOLN)

On this 1st day of July, 2002, before me personally appeared Jean R. Meyer, to me personally known, did say that she is the manager of MRK MEYER, LLC., that management of said Company is vested in the manager of MRK MEYER, LLC., and that this instrument was signed in behalf of said Limited Liability Company by authority of its members, and that said Jean R. Meyer acknowledged said instrument to be the free act and deed of said limited liability company.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Christina A. Peasel
Notary Public



No. 9121 Book 1489 Page 214
State of Missouri, County of Lincoln
Recorded in Book 1489 Page(s): 214 - 234
Aug 30, 2002 7:57 AM Fees \$83.00
Melba Houston, Recorder of Deeds

Nancy Cox
Deputy



**REVISED DECLARATIONS AND RESTRICTIONS FOR
WESTBOROUGH ESTATES**

A SUBDIVISION WITHIN LINCOLN COUNTY, STATE OF MISSOURI

Reference Original Declarations And Restrictions Dated August 20, 1999, And Recorded
Within Book 1188 Pg 35. Reference Original Plat I and II Within Book 13 Pgs 21 & 74.

THIS DECLARATION is made this 30th day of Aug., 2002

WHEREAS, Developer, MRK MEYER, LLC, a Missouri Limited Liability Company, is the fee simple owner of a certain parcel of real property located in the County of Lincoln, State of Missouri and more specifically described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Developer is desirous of establishing for his benefit and for the mutual benefit of all future owners or occupants of the real property, or any part thereof, certain easements, interests, and rights in, over and upon said premises and certain mutually beneficial restrictions, options and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Developer desires and intends that several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said real property, shall at all times enjoy the benefit of, and shall hold their interests subject to the provisions, rights, options, privileges, and restrictions in this Declaration; and

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

NOW THEREFORE, the Developer as maker of this Covenant, records these restrictions in Book 1489 Page 214 of the Recorder's Office of Lincoln County, Missouri,

for the purpose of protecting property values and 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 whomever 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 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. **STREETS:** All streets and easements shall remain for the private roadway use of all 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 upon the recorded Plat to service any additional development, said 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.

SEWERS: All sewers, both sanitary and drainage, and the easements for the installation, repair, and maintenance of and for same, shall remain for the private use of all the Owners of Lots in this subdivision; provided, however, that the Developer and or Trustees may, at their discretion, publicly dedicate and or convey any such sewers and wastewater treatment facility and may grant all easement rights therein or any portion or portions thereof. The Owners reserve the right to use the sewers and easements as shown upon the recorded Plat to service any additional development, said 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. For additional terms of conveyance, see the attached Exhibit C, Wastewater Treatment Facility Agreement.

2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities, wastewater treatment facility, sewers, drainage facilities, common areas, entrance signs and or monuments, perimeter fencing, and for any other purpose shown thereon or any other purpose declared by the Trustees.

3. All lot owners shall provide and maintain, at their own expense, private road entrances (commonly known as driveways) to their respective lots, such private entrances shall be constructed of concrete and shall not be constructed in such a manner so as to obstruct the side or cross drainage of the roadway. If called for per plat, each lot owner shall place or have cause to be placed in all driveways, to the proper grade and depth, a pipe culvert of not less than twelve (12) inches in diameter, made of corrugated galvanized metal or standard strength concrete pipe. Such driveways shall be surfaced and of easy grade, coinciding with connecting roadway.

4. All dwelling structures erected on any lot shall have the minimum square footage listed, exclusive of any garage area, and must have enclosed solid concrete foundations, to wit:

(a) Dwellings of the design commonly referred to or known as a one-story dwelling, a split-level dwelling, or a split-foyer dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than one thousand eight hundred (1800) square feet. If such dwelling is a spec building, a building constructed for the sole purpose of resale and not to be residence of lot purchaser, it shall have a first floor area, exclusive of the portion encompassed within an attached garage, of not less than two thousand four hundred (2400) square feet.

(b) Dwellings of the design of more than one 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 one thousand six hundred (1600) square feet. If such dwelling is a spec building, a building constructed for the sole purpose of resale and not to be residence of lot purchaser, it shall have a first floor area, exclusive of the portion encompassed within an attached garage, of not less than two thousand two hundred (2200) square feet if a one and one half story residence, and one thousand eight hundred (1800) square feet if a two story residence.

(c) For the purposes of the above covenants contained in this paragraph, eaves, steps, and open porches shall not be considered a part of the dwelling and attached garage.

5. There shall not be erected or maintained either temporarily or permanently, any tent, housetrailer, mobile home, manufactured home, satellite dish in excess of twenty two inches in diameter, exterior radio and or television antennas, or propane gas tanks other than those associated with barbecue pits.

6. Any building erected, altered, or permanently placed on any Lot shall be a one (1) single-family dwelling, which must include at least a two-car attached garage of at least 700 square feet to insure adequate storage within the structure. No dwelling may be leased or rented without the express written consent of the Trustees.

7. The outside exterior finished walls of all structures shall be constructed of brick, rock, stone, or maintenance free vinyl siding and of good workmanship. The exterior front of the home shall be constructed of at least seventy percent (70%) brick, rock, or stone. In the event a retaining wall is constructed, the composition of said wall shall be of brick or stone. The use of any other material shall not be permitted without first having obtained the written consent of the Board of Trustees. All roof pitches shall be a minimum of 7 to 12 or steeper and the shape of the roof lines shall relate and be in conformity to each other. Exposed concrete shall not exceed a depth of twelve (12) inches.

8. Before the commencement of construction for the erection, placement, or alteration of any building, fence, wall, pool, or other structure on any Lot within the

subdivision, the approval for same must be received from the Trustees. In furtherance, the Lot Owner shall tender to the Trustees or their duly appointed Architectural Control Committee, (as is provided infra), full scale copies of the blueprints, drawings, and or plans which shall plainly show the elevations, complete floor plans, and exterior colors of the prospective home and basement. A two-thirds (2/3) approval vote is necessary for the commencement of construction. Plans submitted to the Trustees for approval shall be rejected or accepted within thirty (30) days. If the Trustees fail to reject or accept said plans during the thirty (30) day period, acceptance shall be conclusively presumed. The Trustees review shall include but shall not be limited to:

- (a) the quality of workmanship, and
- (b) the materials to be used, and
- (c) harmony of external design with existing structure, and
- (d) the location of the proposed improvement with respect to topography and finish grade elevation.

9. The construction of residences or outbuildings shall conform to the following restrictions:

- (a) All residences constructed hereon shall be constructed no nearer than thirty (30) feet from the front property line and no nearer than fifty (50) feet from the back property line.
- (b) No residence shall be constructed nearer than fifteen (15) feet to any side property line.
- (c) No outbuilding/shed shall exceed thirty two (32) feet in either direction and shall have a maximum of ten (10) foot side walls. All outbuildings/sheds must be constructed behind the back line of the main residence.
- (d) On any lot which adjoins or abuts the lake, no residence or outbuilding shall be constructed within any flood plain as determined by survey or no nearer than thirty (30) feet from the water's edge at the high water mark.
- (e) An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings.
- (f) All fire chimneys constructed shall be of the type and construction approved by the fire insurance underwriters.
- (g) All fences, shall be constructed of PVC fencing material, shall be located behind the rear of the dwelling, no set-back requirements on side fences, and all privacy fences shall be at least six (6) feet tall. Fencing constructed of a material other than that listed above shall require the approval of the Trustees prior to the commencement of

construction.

(h) All mailboxes shall be of rod iron construction ordered through the subdivision association, or of brick, stone, or rock in harmony to the external design of existing structure.

(i) Outside latrines or toilets may be permitted temporarily during construction of a dwelling unit, but not to exceed a period of ninety (90) days.

(j) The construction, maintenance, and use of outside toilets or latrines is prohibited, and no open sewage or drain system shall be permitted for the disposal of the sewage or water from internal household purposes.

(k) The Lot owner shall be responsible for all erosion during construction and during the improvement of the property.

(l) The house shall be completed within six (6) months of the date the foundation and footings have been completed.

(m) Landscaping, seeding, and grading shall be completed within six (6) months of the date the foundation and footings have been completed. Lot Owners, in conjunction with the improvement of their property, shall be required to spend, demonstrate through the sweat equity, or a combination thereof, the expenditure of at least \$2,500.00 on landscaping. Owner shall maintain the landscaping and plantings on his property in a manner which demonstrates a clean, well-tended appearance.

(n) Each lot owner shall not allow the exterior of any residence or other buildings or structures on the owner's lot to fall onto disrepair. Each lot owner shall paint, maintain, and repair said residence, building or structure on that owner's lot in accordance with usual community standards for structures of such type and style.

10. 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 exclusive use of any individual family unit as a residence.

11. There shall be no commercial use of any Lot in the subdivision except by the owners (developers) so long as they own any lots in the subdivision, and except by professions or homebased businesses which do not use any commercial signs, require no delivery trucks other than by Federal Express, UPS, or other similar or like company, and which shall have no greater than two (2) clients, customers, or employees within the subdivision at any given time.

12. No motor vehicles, inclusive of those for which the operation requires what is commonly called a "commercial license" under the laws of the State of Missouri, a trailer, boat trailer, boat, camping trailer, go-cart, ATV's, or similar vehicle, or a vehicle over one ton, shall be operated within, parked or permitted to remain on any Lot in said subdivision unless such recreational vehicle is kept garaged. A non-commercial vehicle not used

regularly for residential street use shall not be operated within, parked or permitted to remain on any Lot in said subdivision, within the view of the street or other lot owners, for a period of time greater than fifteen (15) days.

13. No motor vehicle, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, a motorcycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner, upon any Lot or street in the subdivision, unless such repairs are conducted inside a private garage, screened from public view.
14. No motor vehicles, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, not in proper operating condition, which shall remain on any Lot or street longer than fifteen (15) days, shall be hauled away at the Owner's expense.
15. No lot shall be used for any unlawful purposes or for any purpose that will injure the peaceful enjoyment of others, and 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.
16. No Lot herein being purchased shall be subdivided.
17. All swimming pools must be of fenced and of in-ground construction. Fencing shall conform to the fencing restrictions contained herein. Construction of all earth contact homes is prohibited.
18. No docks are allowed.
19. The operation of boats, jet skis, pontoon boats, and any other watercraft of any size, shape, or construction, on the lake, is prohibited.
20. Fishing in the lake is permitted for lot owners and their immediate families, who have property which abuts, is adjacent to, and or lies under said lake.
21. No firearms, pellets or BB guns shall be discharged in the subdivision at any time.
22. No animals, of any kind, shall be raised for commercial purposes. Further, no cattle, horses, swine, sheep, goats, chickens or other poultry shall be permitted in the subdivision at any time. Domestic dogs and cats will be allowed but not to exceed three (3) in total. All domestic animals must be confined on owners lot at all times except when leashed.
23. All grasses and weeds which may grow up on any lot shall be cut and trimmed by owner thereof so as not to permit a height greater than 10 (ten) inches. If this is not done, the Board shall have the right to enter said lot and cut the grasses and weeds

and an assessment may be made and an applicable fine will be charged against the owner.

24. No lot owner shall be allowed to conduct, within the subdivision, a "Garage Sale" no more than once during any given year and, if conducted, shall be of no greater length than two (2) consecutive days.

25. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by builders or developers to advertise the property during construction and sales.

26. No lot shall be used or maintained as a dumping ground for rubble or trash of any kind. Trash, garbage, or other waste shall not be kept on any premises except in sanitary containers for disposal not less than weekly. It shall be to the discretion of the Trustees, subject to a two-thirds (2/3) annual majority vote amongst said Trustees, as to the company retained for subdivision trash removal. Only one company shall be chosen per year subject to performance and, if deemed unsatisfactory, then the Board may terminate the contract with said company and select another for said trash removal services. A two-thirds (2/3) majority vote amongst said Trustees shall be required to terminate the contract of said trash removal company.

27. Grantors have formed a not-for-profit corporation, under the laws of the State of Missouri, known as "The Westborough Estates Lot Owners Association, Inc.", which, when formed, shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

- (a) this Declaration, and
- (b) the Articles of Incorporation, and
- (c) it's Bylaws, to wit;

(i) The Association is vested with the right in it's own behalf and on behalf of each Lot Owner to enforce all the restrictions, easements, liens, and covenants contained in this Declaration.

(ii) Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Bylaws, shall be vested with the Board, unless otherwise specified.

28. The Association, it's Board and members, shall be governed in the following manner:

- (a) The members of the Association shall be the Lot Owners.
- (b) Each lot shall represent one vote in any matter voted upon.

(c) The members shall elect a Board of Trustees, hereinafter the "Board" or "Trustees", interchangeably, of three persons to manage the day to day affairs of the corporation.

(i) Initially, the Board shall be comprised of MARTIN F. MEYER, JEAN R. MEYER, and MICHAEL W. MEYER, who shall serve until replaced in the manner hereinafter provided.

(ii) Replacement of a vacancy within the Board shall be made by the remaining members. After the sale of eighty percent (80%) or more of the lots, a meeting shall be called of the then existing lot owners, at which meeting a new Board shall be elected. The Board shall organize itself with the selection of a President, Secretary and Treasurer.

(iii) The Board, so elected, shall be three (3) in number, one (1) of whom shall be Developer, his heirs or assigns, and two (2) of them shall be from among the purchasers of lots until such time as the original Developer shall own less than ten percent (10%) of the lots. Thereafter, all three (3) of the Board shall continue to serve three (3) year terms.

(iv) In the event any of the Board shall die or decline to act or become incompetent to act for any reason, then the remaining Board shall appoint a successor or successors to complete the term of that Director. Minutes shall be kept of all Board meetings.

(v) When two (2) members of the Board are purchasers of lots, one (1) shall serve for an initial one year term (1) and the other for an initial two (2) year term. Each shall serve three (3) terms thereafter. When three (3) of the Board are purchasers of lots, they shall serve three (3) year terms, with one (1) to be replaced each year.

(vi) Thereafter, all three (3) members of the Board from among the purchasers of lots shall continue to serve until his/her successor is chosen at a meeting called by the Board of their own motion or upon petition of ten percent (10%) of the lot owners.

(d) A meeting of existing lot owners shall be held every year for the purpose of transacting any necessary business, said meeting shall be in a convenient place as designated by the existing Board, after first giving:

(i) ten (10) days written notice to lot owners at their last known addresses or by posting in the subdivision; provided, however, failure of anyone to receive notice shall not affect the meeting.

(ii) A meeting is required at least once per year for the purpose of electing a member to the Board.

(iii) A majority vote of the Board is required to make any rulings or changes.

(e) Special meetings, as necessary, may be called by the Board upon their own motion or upon petition of a majority of the lot owners.

(f) Lot owners who have not paid their annual or general assessments in full as of the date of any scheduled vote, general, special, or otherwise, shall not be entitled to vote however, their presence at a meeting, annual or special, shall count in establishing a quorum.

29. The Association, its Board and members, in addition to the above, shall have the following powers:

(a) The Board shall have the power and authority to prevent, in their own names as the Board, any violation of any express trust or any infringement, and to compel the performance of any restriction.

(i) 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 Board is intended to be discretionary and not mandatory.

(b) Any lot owner found to be violating these restrictions shall pay all costs and expenses of the Board, or other lot owner, incurred to bring said lot owner into compliance.

(i) This shall include attorney's fees, court costs, recording fees, and other directly related costs.

(c) to operate and maintain the wastewater treatment facility.

30. These restrictions may be changed, modified, or amended at any time in the future by:

(a) written covenant signed by the Owners of two-thirds (2/3) of the Lots in said subdivision.

(i) The said amendment or modification is to be and become effective only upon recording of same in the office of the Recorder of Deeds of Lincoln County, Missouri.

(ii) 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.

31. The Owners and Developer, MRK MEYER, LLC, its heirs and assigns,

reserve the exclusive right to amend restrictions or grant variances necessary as stated herein so long as any Lots are still owned by them or a successor Developer.

32. All Lots and tracts shall be subject to the foregoing protective covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years at and after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of two-thirds (2/3) of the then owners of the improved lots agree to change said covenants in whole or in part. Such changes are to be recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, and shall become effective on said date.

33. A cancellation of any one or more of these covenants by judgement, city ordinance, county regulations, court order, or other shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. By June 1 of any given year, the Developer and successor Board may annually assess each lot in the amount and manner now set forth:

(a) to make uniform assessments not to exceed One Hundred Fifty Dollars (\$150.00) on each improved Lot in any one (1) year, upon and against the several Lots in said subdivision for the maintenance and upkeep of the streets, roads, sign, lake, dam, and insurance, and any other expenses agreed upon by the lot owners for the benefit of all lot owners.

(b) all lots which are directly adjacent to and border upon the lake shall be subject to an additional annual assessment of fifty (\$50.00) dollars.

(c) if at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessment above provided, they shall:

(i) submit, in writing, for the approval of the Lot Owners, an outline of the plan of the project contemplated, an estimate of the amount required for completion of same, and the total assessment required.

(d) If such project and the special assessment so stated shall be approved by written consent of the owners of two-thirds (2/3) or more of the Lot owners in said subdivision, the Trustees shall notice all Owners of Lots in said subdivision of the additional assessments.

(e) The limit, One Hundred Fifty Dollars (\$150.00) per year for non lake lots and Two Hundred Dollars (\$200.00) per year for lake lots collected for general assessment purposes, shall not apply to any assessment made under the provisions contained within paragraph 34(c). Further, general assessment monies on deposit may be used for and combined with special assessment monies collected or to be collected for an authorized purpose.

35. Subject to the above required 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 said resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.

36. Notice of all assessments may be given by:

(a) mail, addressed to the last known or usual post office address of the holder of legal title to said Lot, or

(b) may be given by posting a brief notice of the assessment upon the Lot itself,

(c) Service in any one of the said methods shall be sufficient.

37. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided.

38. Delinquent Assessments shall be handled in the following manner:

(a) From and effective the date when said assessments are due, the amount of an assessment not paid shall bear interest at the rate of fifteen percent per annum or the maximum rate of interest allowed by law per annum, whichever be the greater, until paid;

(b) such assessment and interest shall constitute a lien upon said Lot, to be recorded by the Board or an agent of the Board, 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 subordinate to any Deed of Trust of record whether recorded before or after the recording of said lien.

(c) At any time after the passage of 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 or more Lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri;

(d) the Trustees shall, upon payment, cancel or release any one or more Lots from the liability for assessment, as shown by 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.

(e) Assessment(s) shall constitute a lien whether recorded or not.

39. 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.

40. The Trustees may receive, hold, convey, dispose or administer in trust for any purpose mentioned in this indenture, any gifts, grant, conveyance, or donation of money, real or personal property.

41. 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, from time to time, may enter into contracts, employ agents, servants, as they 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.

42. 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.

43. 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.

44. 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, contract with, or having 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 any money that may otherwise become due or payable to them from the subdivision Trustees.

45. The maintenance for the dam and lake shall further be governed by the terms and conditions as set forth within the attached Lake and Dam Maintenance Agreement, attached and labeled as Exhibit B.

46. It is anticipated that a Wastewater Treatment Facility will be constructed on the subdivision premises of Westborough Estates. The operation and funding for said facility shall further be governed by the terms and conditions as set forth within the attached Wastewater Treatment Facility Agreement, attached and labeled as Exhibit C.

47. No assessment shall be due from MRK MEYER, LLC their heirs or assigns.

EXHIBIT A

No. 9121 Book 1489 Page 227

A tract of land being along the South Half of the Southwest Quarter of the Southeast Quarter, all of the South Half of the Southeast Quarter of the Southwest Quarter in Section 29, part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 32, Township 49 North, Range 1 West, Lincoln County, Missouri, and being described as follows:

Commencing at an old post at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 29, thence along the West line of the Southeast Quarter of the Southwest Quarter, South $01^{\circ}-19'$ West 660.30 feet to an iron rod at the place of beginning of the said tract of land; thence along the North line of the South Half of the Southeast Quarter of the Southwest Quarter and the North line of the South Half of the Southwest Quarter of the Southeast Quarter, South $88^{\circ}-18'$ East 2658.94 feet to an iron rod; thence along the East line of the Southwest Quarter of the Southeast Quarter of Section 29 and the East line of the West Half of the Northeast Quarter of Section 32, South $01^{\circ}-29'$ West 2115.23 feet; thence along the North line of Missouri State Highway "47" with a curve to the left, said curve having a chord of North $89^{\circ}-46'$ West 223.61 feet; thence South $87^{\circ}-16'$ West 1076.40 feet; thence along a curve to the left 187.37 feet, said curve having a central angle of $07^{\circ}-20'$ and a radius of 1462.39 feet; thence South $79^{\circ}-56'$ West 1193.14 feet; thence along the West line of the East Half of the Northwest Quarter of Section 32 and the West line of the South Half of the Southeast Quarter of the Southwest Quarter of Section 29, North $01^{\circ}-19'$ East 2473.55 feet to the place of beginning and containing 136.88 acres, more or less.

EXHIBIT B

LAKE AND DAM MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 30th day of Aug., 2002, by and between MRK MEYER, LLC, hereinafter Developer, and the Board of Trustees of the Westborough Estates Subdivision Homeowners Association, Inc., hereinafter "Association."

WHEREAS, the Developer is the owner of certain real property, hereinafter referred to as the "Property", located in Lincoln County, State of Missouri, and being more particularly described as follows, to wit:

A 136.88 ACRE TRACT OF REAL PROPERTY, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS PER THE ATTACHED EXHIBIT B - 1.

WHEREAS, there presently exists an earthen dam and lake located on said Property, and

WHEREAS, said earthen dam, in part, impounds the waters of a certain lake located primarily within said Property, and

WHEREAS, the Association, as per the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated 8-30-02, and recorded within Book 1488 Page 214 of the Lincoln County Land Records, is charged with a duty to maintain the lake and the earthen dam impounding same, located within Westborough Estates subdivision, and

WHEREAS, in an effort to protect the interests of the Lot Owners of Westborough Estates subdivision, it is the desire of the Association to have access to the Property to perform maintenance and repair upon said earthen dam located upon same, and

NOW THEREFORE, by this agreement and for and in consideration of the mutual promises and assurances set out herein, the Developer and the Association hereto agree to the following terms and conditions:

1. All costs associated with the maintenance and or repair of the earthen dam located upon the Property shall borne by the Association.
2. The Association, it's agents or assigns, shall have the right to come onto the Property, inclusive of each lot within said Property, for the sole purpose of repairing or maintaining said earthen dam for repairs or maintenance deemed reasonably necessary by the Association.
3. Upon completion of any repairs or maintenance performed, the Association, it's agents or assigns, shall cause the condition of the Property to be that which is as

No. 9121 Book 1489 Page 228

reasonably close to the condition of the Property as was prior to the repairs or maintenance being performed.

4. Unless otherwise stated herein, this agreement shall be binding upon and inure to the benefit of the heirs, devisees, transferees and successors in interest of all parties to this agreement.

5. This Agreement shall be considered to be a part of and is hereby incorporated into the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated 8-30-03.

6. In the event any party to this Agreement fails to act or perform under the terms herein set forth, said party shall be liable for the costs of enforcement of said agreement, including but not limited to, court costs, filing fees, and reasonable attorney's fees incurred by the other parties to this agreement.

WHEREFORE, the parties to this Agreement have affixed their signatures the day and year first above written.

BY:

Martin F. Meyer LLC Manager
MARTIN F. MEYER, MK MEYER, LLC - Manager
The Westborough Estates Subdivision Homeowners
Association, Inc. - Board of Trustees

My term expires:

STATE OF MISSOURI)

) SS

COUNTY OF LINCOLN)

On this 29th day of August, 2003, before me personally appeared Martin F. Meyer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Susan L. Mills
Notary Public

My term expires: November 18, 2005

SUSAN L. MILLS
Notary Public - State of Missouri
County of Lincoln
My Commission Expires Nov. 18, 2005

No. 9121 Book 1489 Page 223

EXHIBIT B - I

A tract of land being along the South Half of the Southwest Quarter of the Southeast Quarter, all of the South Half of the Southeast Quarter of the Southwest Quarter in Section 29, part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 32, Township 49 North, Range 1 West, Lincoln County, Missouri, and being described as follows:

Commencing at an old post at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 29; thence along the West line of the Southeast Quarter of the Southwest Quarter, South $01^{\circ}-19'$ West 660.30 feet to an iron rod at the place of beginning of the said tract of land; thence along the North line of the South Half of the Southeast Quarter of the Southwest Quarter and the North line of the South Half of the Southwest Quarter of the Southeast Quarter, South $88^{\circ}-18'$ East 2658.94 feet to an iron rod; thence along the East line of the Southwest Quarter of the Southeast Quarter of Section 29 and the East line of the West Half of the Northeast Quarter of Section 32, South $01^{\circ}-29'$ West 2115.23 feet; thence along the North line of Missouri State Highway "47" with a curve to the left, said curve having a chord of North $89^{\circ}-46'$ West 223.61 feet; thence South $87^{\circ}-16'$ West 1076.40 feet; thence along a curve to the left 187.37 feet, said curve having a central angle of $07^{\circ}-20'$ and a radius of 1462.39 feet; thence South $79^{\circ}-56'$ West 1193.34 feet; thence along the West line of the East Half of the Northwest Quarter of Section 32 and the West line of the South Half of the Southeast Quarter of the Southwest Quarter of Section 29, North $01^{\circ}-19'$ East 2473.55 feet to the place of beginning and containing 136.88 acres, more or less.

No. 5121 Book 1489 Page 230

EXHIBIT C
WASTEWATER TREATMENT FACILITY AGREEMENT

THIS AGREEMENT entered into this 30th day of Aug., 02, by and between MRK MEYER, LLC, hereinafter Developer, and the Board of Trustees of the The Westborough Estates Subdivision Homeowners Association, Inc., hereinafter "Association."

WHEREAS, the Developer is the owner of certain real property, hereinafter referred to as the "Property", located in Lincoln County, State of Missouri, and being more particularly described as follows, to wit:

A 136.83 ACRE TRACT OF REAL PROPERTY, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS PER THE ATTACHED EXHIBIT C - I, SAID EXHIBIT BEING INCORPORATED HEREIN BY REFERENCE.

WHEREAS, it is anticipated that a wastewater treatment facility will be constructed on said property, and

WHEREAS, said wastewater treatment facility shall serve the needs of the Lot Owners of Westborough Estates Subdivision, and

WHEREAS, as per the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated 8-30-02, and recorded within Book 1488 Page 214 of the Lincoln County Land Records, the Association, is charged with a duty to operate and maintain the wastewater treatment facility, and

WHEREAS, in an effort to protect the interests of the Lot Owners of Westborough Estates Subdivision, it is the desire of the Developer that the Association, it's agents and assigns, have access to the Property to perform said acts of operation, maintenance, and repair on and to said wastewater treatment facility, and

NOW THEREFORE, by this agreement and for and in consideration of the mutual promises and assurances set out herein, the Developer and the Association hereto agree to the following terms and conditions:

1. All costs associated with the operation, maintenance and or repair of and to the wastewater treatment facility shall borne by the Association.
2. The Association, it's agents or assigns, shall have the right to come onto the Property, inclusive of each lot within said Property, for the purpose of committing such acts of operation, maintenance, and or repair of and to the wastewater treatment facility deemed reasonably necessary by the Association.
3. Upon completion of any repairs or maintenance performed, the Association, it's agents or assigns, shall cause the condition of the Property to be that which is as

reasonably close to the condition of the Property as was prior to the repairs or maintenance being performed.

4. The Association shall own the wastewater treatment facility.

5. The Association shall have the power to regulate the use of the wastewater treatment facility.

6. The Association shall, consistent with the Assessment provisions contained within the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated 8-30-02, shall be empowered to levy assessments on the Lot Owners to fund the operation, repair, and maintenance of said wastewater treatment facility and to enforce said assessments through the filing of liens upon the lots of any given delinquent Lot Owner.

7. If the Association deems it to be in the best interest of the Lot Owners of Westborough Estates, the Association shall have the power to convey the wastewater treatment facility to:

a) A municipality or public sewer district which has been designed as the areawide management authority under Section 203(c)(1) of the Federal Clean Water Act, or

b) A municipality, public sewer district or sewer company regulated by the Public Service Commission which currently provides sewage collection and or treatment services on a regional or watershed basis, or

c) A municipality, public sewer district or sewer company regulated by the Public Service Commission other than one which qualifies under paragraph (3)(B)(I or II) of 10 CSR 20-6 (Clean Water Commission - Permits) or public water supply district.

8. All Lot Owners, it's successors and or assigns, who shall purchase a Lot within Westborough Estates subdivision, shall be required to connect to the wastewater facility for it's wastewater treatment needs.

9. Unless otherwise stated herein, this agreement shall be binding upon and inure to the benefit of the heirs, devisees, transferees and successors in interest of all parties to this agreement.

10. This Agreement shall be considered to be a part of and is hereby incorporated into the Westborough Estates Subdivision Declaration of Restrictions, Easements, Liens, and Covenants dated 8-30-02.

11. In the event any party to this Agreement fails to act or perform under the terms herein set forth, said party shall be liable for the costs of enforcement of said agreement, including but not limited to, court costs, filing fees, and reasonable attorney's

fees incurred by the other parties to this agreement.

WHEREFORE, the parties to this Agreement have affixed their signatures the day and year first above written.

BY:

No. 9121 Book 1489 Page 233

Martin F. Meyer, LLC Manager
MARTIN F. MEYER-MRK MEYER, LLC, - Manager
The Westborough Estates Subdivision Homeowners
Association, Inc.-Board of Trustees

My term expires:

STATE OF MISSOURI)

) SS

COUNTY OF LINCOLN)

On this 29th day of August, 2003 before me personally appeared Martin F. Meyer to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Susan L. Mills
Notary Public

My term expires: November 18, 2005

SUSAN L. MILLS
Notary Public - State of Missouri
County of Lincoln
My Commission Expires Nov. 18, 2005

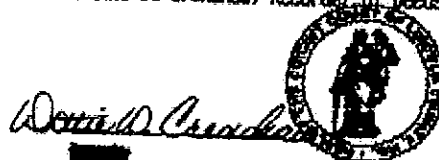
EXHIBIT C - 1

No. 9121 Book 1489 Page 234

A tract of land being along the South Half of the Southwest Quarter of the Southeast Quarter, all of the South Half of the Southeast Quarter of the Southwest Quarter in Section 29, part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 32, Township 49 North, Range 1 West, Lincoln County, Missouri, and being described as follows:

Commencing at an old post at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 29; thence along the West line of the Southeast Quarter of the Southwest Quarter, South $01^{\circ}-19'$ West 660.30 feet to an iron rod at the place of beginning of the said tract of land; thence along the North line of the South Half of the Southeast Quarter of the Southwest Quarter and the North line of the South Half of the Southwest Quarter of the Southeast Quarter, South $88^{\circ}-18'$ East 2658.94 feet to an iron rod; thence along the East line of the Southwest Quarter of the Southeast Quarter of Section 29 and the East line of the West Half of the Northeast Quarter of Section 32, South $01^{\circ}-29'$ West 2115.23 feet; thence along the North line of Missouri State Highway "47" with a curve to the left, said curve having a chord of North $89^{\circ}-46'$ West 223.61 feet; thence South $87^{\circ}-16'$ West 1076.40 feet; thence along a curve to the left 187.37 feet, said curve having a central angle of $07^{\circ}-20'$ and a radius of 1462.39 feet; thence South $79^{\circ}-56'$ West 1193.34 feet; thence along the West line of the East Half of the Northwest Quarter of Section 32 and the West line of the South Half of the Southeast Quarter of the Southwest Quarter of Section 29, North $01^{\circ}-19'$ East 2473.55 feet to the place of beginning and containing 136.88 acres, more or less.

No. 1281 Book 1635 Page 88
State of Missouri, County of Lincoln
Recorded in Book 1635 Page(s): 88 - 89
Feb 3, 2004 1:26 PM Fees \$27.00
Dottie D. Gresham, Recorder of Deeds



SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WESTBOROUGH ESTATES
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

UST03419178

WHEREAS, the undersigned MRK MEYER, LLC, GRANTOR, a Missouri Limited Liability Company, has caused a certain tract of a land to be subdivided, said subdivision being recorded in Plat Book 13, Page 21, Lincoln County Plat Records, being known as WESTBOROUGH ESTATES, and has caused a Declaration of Conditions and Restrictions recorded in Book 1188, Page 35, as amend in Book 1477 page 746 and revised in Book 1489 page 214 Lincoln County Records, to be placed on said Subdivision; and

GRANTEE: PUBLIC

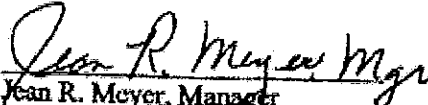
WHEREAS, the said MRK MEYER, LLC, in Paragraph 31, has reserve unto itself the right to amend said Restrictions as long as it owns in said Subdivision; and

NOW THEREFORE, the said MRK MEYER, LLC, the undersigned, and being the current owner of lots in the Subdivision, does amend the Restrictions as follows:

The residence to be built on Lot 50 is granted a variance to Restriction# 9(A) in that said Residence to be built may be built within thirty (30) feet of the front lot line. Said Residence may remain as it is to be built, but if said Residence is removed or destroyed, a new Residence may not be built within thirty (30) feet of the front lot line.

IN WITNESS WHEREOF, the Owner has caused this Second Amendment of these Covenants, Conditions and Restrictions to be signed on this 2nd day of February, 2004.

MRK MEYER, LLC

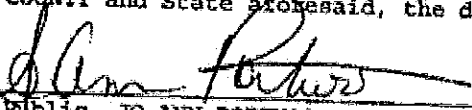

Jean R. Meyer, Manager

Abstract #: /3419178

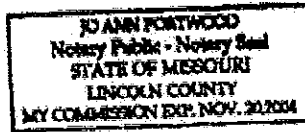
STATE OF MISSOURI)
) SS.
COUNTY OF LINCOLN)

On this 2ND day of FEBRUARY, 2004 , before me appeared JEAN R. MEYER to me personally known, who being by me duly sworn, did say that SHE is MANAGER of MRK MEYER, LLC, a MISSOURI Limited Liability Company and that instrument was signed in behalf of said Limited Liability Company by authority of its Members and that said JEAN R. MEYER acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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



Notary Public, JO ANN PORTWOOD
My term expires: 11/20/2004



State of Missouri, County of Lincoln
Recorded in Book 1791 Page(s): 8748 - 8749
09/22/2005 2:24PM Fees \$27.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS

Smel Davidson


AMENDMENT TO REVISED DECLARATIONS AND RESTRICTIONS FOR WESTBOROUGH ESTATES A SUBDIVISION WITHIN LINCOLN COUNTY, STATE OF MISSOURI Reference Original Declarations and Restrictions Dated August 20, 1999, and Recorded Within Book 1188 Pg. 35. Reference Original Plat I and II within Book 13 Pgs 21 & 74 and First Amended dated August 30, 2002 and Recorded Within Book 1489 Pg 214-234.

1. Plat Three within Book 13 Page 115 and Plat Four within Book 14 Page 71 of Westborough Estates shall be added to the Declarations and Restrictions.
2. Paragraph 4 (a) and (b) shall be revised to read as follows:
 - (a) Dwellings of the design commonly referred to or known as a one-story dwelling, a split-level dwelling, or a split-foyer dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than two thousand (2000) square feet. If such dwelling is a spec building, a building constructed for the sole purpose of resale and not to be residence of lot purchaser, it shall have a first floor area, exclusive of the portion encompassed within an attached garage, of not less than two thousand two hundred (2200) square feet.
 - (b) Dwellings of the design of a one and half 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 one thousand eight hundred (1800) square feet. Dwellings of the design of a two 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 one thousand six hundred (1600) square feet. If such dwelling is a spec building, a building constructed for the sole purpose of resale and not to be residence of lot purchaser, it shall have a first floor area, exclusive of the portion encompassed within an attached garage, of not less than two thousand (2000) square feet if a one and one half story residence, and one thousand six hundred (1600) square feet if a two story residence.
3. Paragraph 7 shall be revised to read as follows:

The outside exterior of all structures shall be constructed of brick, rock, stone, or maintenance free vinyl siding and of good workmanship (No Wood Products). The exterior front of the home shall be constructed of at least seventy percent (70%) brick, rock, or stone. In the event a retaining wall is constructed, the composition of said wall shall be of brick or stone. The use of any other material shall not be

permitted without first having obtained the written consent of the Board of Trustees. All roof pitches shall be a minimum of 7 to 12 or steeper and the shape of the roof lines shall relate and be in conformity to each other. Exposed concrete shall not exceed a depth of twelve (12) inches.

4. Paragraph 32 shall be revised to read as follows:

All Lots and tracts shall be subject to the foregoing protective covenants except for Outlots 1, 2, and 3 which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years at and after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of two-thirds (2/3) of the then owners of the improved lots agree to change said covenants in whole or in part. Such changes are to be recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, and shall become effective on said date.

IN WITNESS WHEREOF, the Developer has caused these covenants and restrictions to be amended this 22 day of Sept, 2005.

Martin F Meyer
MARTIN F. MEYER - MRK MEYER, LLC - Manager

State of Missouri)

) ss.

County of Lincoln)

ON THIS 22nd day of Sept, 2005 before me personally appeared Martin F. Meyer, Manager of MRK MEYER, LLC. to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and property approval of MRK MEYER, LLC.

Subscribed and sworn to before me, the undersigned Notary Public, on this day 22nd of Sept, 2005.

Jo Ann Portwood
Notary Public Jo Ann Portwood

My commission expires: 11/20/2008



JO ANN PORTWOOD
My Commission Expires
November 20, 2008
Lincoln County
Commission #04488815