

WHITESIDE ESTATES Subdivision Description

This is to certify that I, the undersigned, Dale Crawford, being the sole owner of the following described tract of land lying in part of Fractional Section 23 and part of U.S. Survey 1686, Township 51 North, Range 1 West, Lincoln County, Missouri, be being more particularly described as follows:

Beginning at an iron pin marking the Southeast Corner of U.S. Survey 1686, thence along the Southern Boundary of said U.S. Survey and also along the Southern boundary of a tract described in Deed Book 1175 page 194 Lincoln County records, S 68° 00' 00" W 2674.83' to an iron point from which a stone bears N 21° 40' 11" W 17.42', said point also being the SW corner of said tract; thence along the West line of said tract N 21° 40' 11" W 2086.10' to a stone marking the NW corner of said tract; thence along the Northern border of said tract N 68° 04' 33" E 2701.94' to an iron pin on the Western boundary of U.S. Highway 61; thence along said Right-of-Way the following courses, S 26° 11' 04" E 20.07' to a Right-of-Way marker; thence S 27° 10' 53" E 213.42' to an iron point; thence S 22° 58' 24" E 300.38' to a Right-of-Way marker; thence S 39° 53' 02" E 35.38' to an iron point; thence departing said Right-of-Way S 68° 25' 58" W 468.51' to an iron point; thence S 17° 11' 31" W 180.03' to a PK nail; thence S 14° 29' 36" E 36.42' to a PK nail; thence S 25° 29' 00" E 264.53' to an iron point; thence N 68° 23' 18" E 605.31' to an iron point on said Western Right-of-Way; thence along said Right-of-Way the following courses, S 12° 39' 02" E 79.00' to a Right-of-Way marker; thence S 25° 52' 24" E 892.92' to a Right-of-Way marker; thence S 22° 56' 36" W 106.30' to an iron point; thence S 26° 21' 02" E 32.23' to an iron point; thence departing said Right-of-Way S 68° 21' 02" W 85.03' to the point of beginning, containing 126.59 acres, more or less, and said tract of land as so subdivided shall henceforth be know as "WHITESIDE ESTATES" and said subdivision shall be subject to any restrictions or easements, of record or not of record, if any. Per survey #02-1435 of Harold R. Crane P.L.S. #1111-Missouri during January 2003.

IN TESTIMONY I HAVE, SET MY HAND THIS 19<sup>th</sup> DAY OF May, 2004.

*Dale Crawford*  
DALE CRAWFORD (OWNER)  
Whiteside Estates, LLC  
Dale Crawford, member

The undersigned holder or legal owner of notes secured by a Deed of Trust recorded in Book 983, Page 288, of the Lincoln County Recorder's Office hereby joins in and approves in every detail, this subdivision plat of WHITESIDE ESTATES SUBDIVISION.

IN WITNESS WHEREOF, said holder or legal owner has signed and sealed this plat this 19<sup>th</sup> day of May, 2004.

Lender: Chris C. Detmer and Joyce M. Detmer, Trustees under the Chris C. Detmer Living Trust dated July 12, 1994; Joyce M. Detmer and Chris C. Detmer, Trustees under the Joyce M. Detmer Living Trust dated July 12, 1994, by authority and pursuant to the powers granted in said trust, which said trust is still in full effect.

*Chris C. Detmer*  
Chris C. Detmer  
*Joyce M. Detmer*  
Joyce M. Detmer

On this 19<sup>th</sup> day of May, 2004, before me appeared Chris C. Detmer and Joyce M. Detmer, to me personally known and who being by me duly sworn, did say that they are the Trustees of the above named Trust and that said instrument was signed in behalf of said Trust by authority of its Trustee; and said Chris C. Detmer and Joyce M. Detmer acknowledged said instrument to be the free act and deed of said corporation.

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

*Janeta A. Hager*  
Notary Public  
JANETA A. HAGER  
Notary Public - Notary Seal  
State of Missouri  
County of Lincoln  
My Commission Exp. 06/05/2006

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY AND FOR THE COUNTY OF LINCOLN, MISSOURI, ON THIS 20<sup>th</sup> DAY OF May, 2004.

COUNTY COMMISSIONER  
LINCOLN COUNTY, MISSOURI

I HEREBY CERTIFY THAT ALL TAXES FOR THE YEAR 2003 AND PRIOR YEARS HAVE BEEN PAID ON THE PROPERTY AS SET OUT HEREIN.

COUNTY COLLECTOR  
LINCOLN COUNTY, MISSOURI

■ - FOUND PK NAIL  
□ - SET PK NAIL  
● - FOUND IRON POINT  
○ - 5/8" IRON PIN SET  
▲ - FOUND STONE  
△ - FOUND R.O.W. MARKER  
O.S. - OFFSET

SURVEY CLASSIFICATION:  
"RURAL" CLASS SURVEY

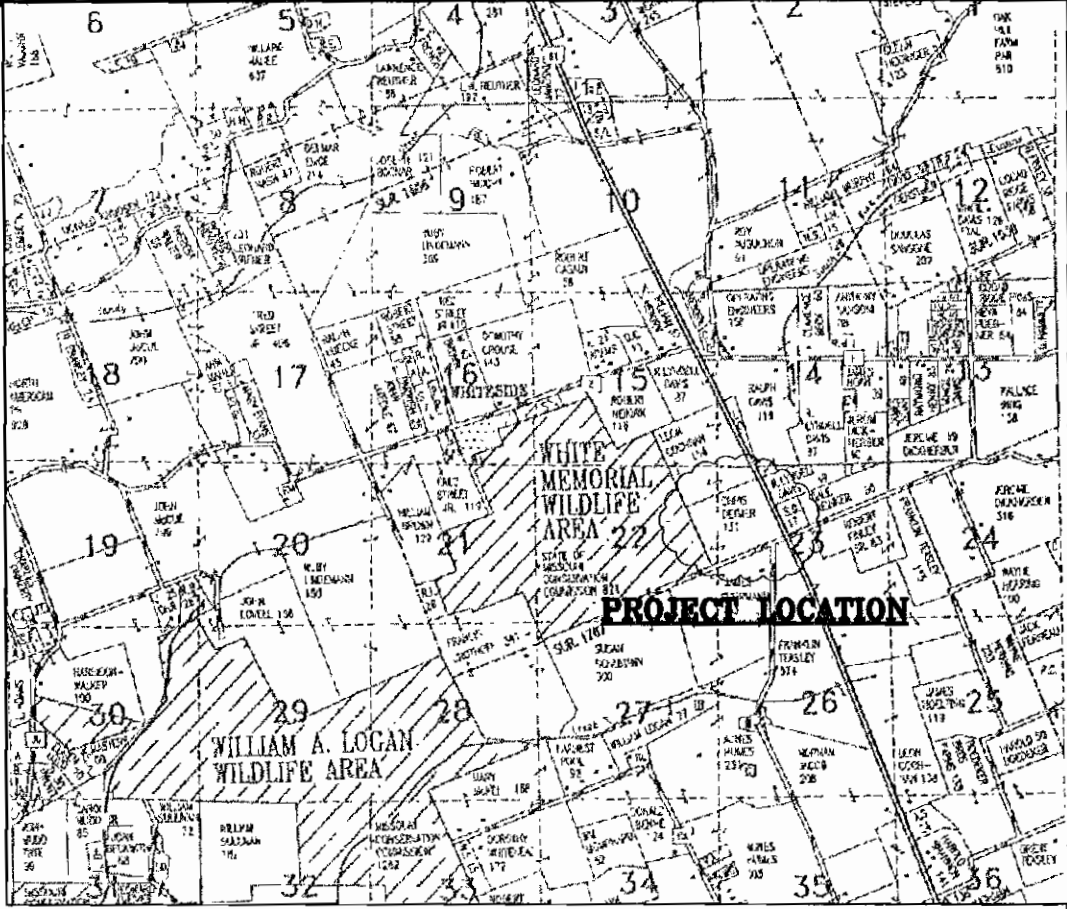
ANGLES AND DISTANCES ARE IN COMPLIANCE WITH THE CLASS OF SURVEY MEASUREMENTS.

PLAT OF SUBDIVISION  
WHITESIDE ESTATES

A TRACT OF LAND LYING IN PART OF FRACTIONAL SECTION 23 & PART OF U.S. SURVEY 1686, TOWNSHIP 51 NORTH, RANGE 1 WEST, LINCOLN COUNTY, MISSOURI

(AS MADE FOR DALE CRAWFORD)

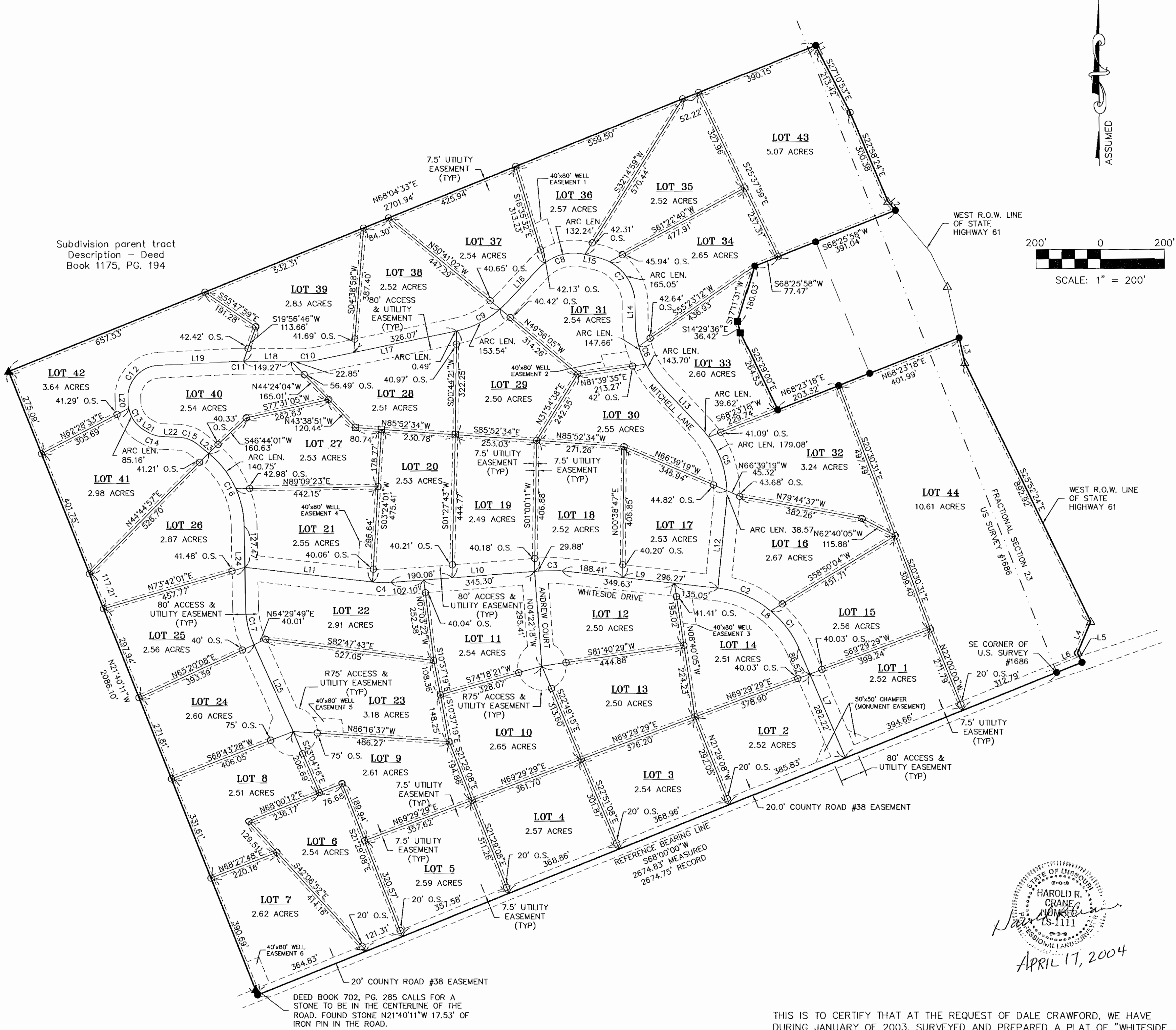
No. 6220 Book 13 Page 169  
State of Missouri, County of Lincoln  
Recorded in Book 13 Page(s): 169 - 169  
May 19, 2004 1:22 PM Fees \$69.00  
Dottie B. Cranshaw, Recorder of Deeds



PROJECT LOCATION MAP



200' 0 200'  
SCALE: 1" = 200'



\* On This 19<sup>th</sup> day of May, 2004 before me personally appeared Dale Crawford, member of Whiteside Estates, LLC who acknowledged said instrument to be the free act and deed of said LLC  
*Denise J. Black*

*Denise J. Black*  
DENISE J. BLACK  
Notary Public - Notary Seal  
State of Missouri  
County of Lincoln  
My Commission Exp. 11/26/2007

LINE TABLE (OUT BOUNDARY)		
LINE	LENGTH	BEARING
L1	20.07	S26°11'04"E
L2	35.38	S39°53'02"E
L3	79.00	S12°39'02"E
L4	106.30	S22°56'36"W
L5	32.23	S26°21'02"E
L6	85.03	S68°21'02"W

CURVE TABLE (WHITESIDE DRIVE)				
CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	146.80	300.00	145.34	N36°55'15"W
C2	171.28	300.00	168.97	N67°17'46"W
C3	56.13	300.00	56.04	N89°00'43"W
C4	57.82	300.00	57.53	N88°32'10"W

LINE TABLE (WHITESIDE DRIVE)		
LINE	LENGTH	BEARING
L7	368.73	N22°54'07"W
L8	9.00	N50°56'23"W
L9	484.68	N83°39'09"W
L10	477.29	S85°37'42"W
L11	399.68	N83°22'02"W

CURVE TABLE (MITCHELL LANE)				
CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C5	257.27	300.00	249.46	N18°40'39"W
C6	231.19	300.00	225.51	N21°10'03"W
C7	203.35	150.00	188.13	N37°55'36"W
C8	157.08	150.00	150.00	S73°14'12"W
C9	183.38	300.00	180.54	S60°44'54"W
C10	64.17	300.00	64.04	S88°52'54"W
C11	17.10	300.00	17.10	S98°52'54"W
C12	157.08	100.00	141.42	S42°14'56"W
C13	98.64	100.00	94.69	S31°00'31"E
C14	48.83	100.00	48.34	S73°15'15"E
C15	63.86	100.00	62.78	S68°56'49"E
C16	260.27	300.00	252.19	S28°47'51"E
C17	121.71	300.00	120.88	S12°33'58"E

LINE TABLE (MITCHELL LANE)		
LINE	LENGTH	BEARING
L12	264.98	N05°53'23"E
L13	175.77	N43°14'41"W
L14	40.26	N00°54'35"E
L15	40.51	N76°45'48"W
L16	144.51	S43°14'12"W
L17	435.49	S78°15'35"W
L18	172.12	N89°29'08"W
L19	247.12	S87°14'56"W
L20	15.29	S02°45'04"E
L21	12.44	S59°15'59"E
L22	51.83	S87°14'31"E
L23	43.30	S50°39'07"E
L24	250.62	S00°56'36"E
L25	295.45	S24°11'19"E

*Harold R. Crane*  
HAROLD R. CRANE  
P.L.S. #1111  
APRIL 17, 2004

THIS IS TO CERTIFY THAT AT THE REQUEST OF DALE CRAWFORD, WE HAVE DURING JANUARY OF 2003, SURVEYED AND PREPARED A PLAT OF "WHITESIDE ESTATES". THIS PLAT IS A RESULT OF A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING JANUARY OF 2003 AND REPRESENTS A TRUE AND ACCURATE RECORD OF SAID SURVEY AND WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY AND SUBDIVISION SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.

HAROLD R. CRANE, P.L.S. #1111- MISSOURI

1015 WEST ADAMS  
P.O. BOX 1206  
BOWLING GREEN, MO 63334  
PHONE: (573) 324-6868

108 NORTH 3RD ST.  
P.O. BOX 1206  
BOWLING GREEN, MO 63301  
PHONE: (573) 321-8443

GREAT RIVER  
ENGINEERING, INC.  
CONSULTING ENGINEERS' CONSTRUCTION MANAGERS

DALE CRAWFORD

SHEET TITLE:  
PLAT OF SUBDIVISION  
LINCOLN COUNTY

FILE NAME  
021435

DRAWN BY  
TRD

CHECKED BY  
TRD

PROJECT ENGINEER  
RMD

CONTACT OFFICE  
BOWLING GREEN

DATE  
4-17-04

JOB NUMBER  
02-1435

SHEET NUMBER

1 of 1

No. 3842 Book 1649 Page 778  
State of Missouri, County of Lincoln  
Recorded in Book 1649 Page(s): 778 - 789  
Apr 2, 2004 9:44 AM Fees \$57.00  
Dottie D. Gresham, Recorder of Deeds

*Dottie D. Gresham*



(Space above reserved for Recorder of Deeds certification)

**Title of Document:** Declaration of Covenants Conditions  
+ Restrictions of Whiteside Estates Subdivision  
**Date of Document:** March 31st, 2004  
**Grantor(s):** Whiteside Estates, LLC

**Grantee(s):**

**Mailing Address(s):** 11543 Prendergast Dr.  
St. Louis, MO 63138

**Legal Description:** Section 23 a Part Survey 1686, Twp. 51 North  
Range 1W

**Reference Book and Page(s):**

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

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS OF

WHITESIDE ESTATES SUBDIVISION

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

\*\*\*\*\*

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

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)

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

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

1. All streets and easements shall remain for the private roadway use of the Owners of Lots in this subdivision; provided, however, that the Trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owners reserve the right to use the streets and easements as shown on the recorded plat to service additional development. Any additional development shall be subject to the same restrictions and assessments as contained herein. This shall not be construed to mean Owners shall make additional developments.

2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities and drainage facilities and other purpose shown thereon or any other purpose declared by the Trustees.

3. All Lots must be sold as originally sold, with no purchaser re-subdividing or reselling any portion of any original Lot. The term "Lot" as used herein shall mean the original tract as sold by the Owners listed above, whether sold by lot number or a metes and bounds description.
4. There shall be no commercial use of any Lot, except by the Owners, professions or business. Said profession or business is defined as: Any occupation or profession carried on by a member of the immediate family residing on the premises in connection with which there is used no sign other than a nameplate, or no display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; there is no commodity sold upon the premises; no person is employed other than a member of the immediate family residing on the premises; and no mechanical equipment is used except such as is permissible for purely domestic household purposes.
5. Any building erected, altered, placed or permitted to remain on any Lot shall be One (1), single-family dwelling, which must include at least a two-car attached garage.
6. No dwellings or buildings shall be located within Seventy-five (75) feet from the road right-of-way or utility easements or 100 feet from the center of a cul-de-sac and no building may be constructed within Twenty-Five (25) feet of any property line as designated on the recorded Plat. Septic tanks shall meet all County and State Health Department standards.
7. No structure of temporary character, portable storage building, trailer, manufactured home, modular home, or mobile home, basement, tent, shack, shall be placed upon or used on any lot at any time. Outbuildings, such a barns, sheds and unattached garages, must be approved Thirty (30) days prior to construction by the Trustees.
8. L. P. tanks must be kept behind the home and out of sight, or behind a privacy fence. Any dwelling constructed upon any lot shall be of all new materials. Brick or stone need not be new.
9. (A) A dwelling of the design commonly referred to or known as a One-story dwelling shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than 1,600 square feet.  
  
(B) A dwelling of the design commonly referred to or known as split-foyer shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than 1,600 square feet.  
  
© A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage,

of not less than 1,600 square feet.

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

10. For the purpose of the covenants contained in paragraphs Six (6) and Nine (9) herein, eaves, steps and open porches shall not be considered as part of the dwelling and attached garage.

11. Construction plans and specifications and a plan showing the location of the structure must be approved by the Trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation before any building shall be erected, placed or altered on any residential lot. The front elevation shall be completely brick or stone. The Lot Owner shall be responsible for all erosion control during construction and during improvement of property. The exterior of the house shall be completed within six (6) months of the start up date. Landscaping, seeding and grading shall be completed within (9) months of the start up date.

12. Plans contemplating approval shall be submitted to the Trustees and be rejected or accepted by the Trustees within Thirty (30) days. If the Trustees fail to reject to accept said plan during the Thirty (30) day period, acceptance shall be conclusively presumed. Lot Owners shall be responsible for any damages resulting in the subdivision from the construction and shall repair or replace any property if damaged by lot owner or his contractor and subcontractors.

13. No lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of an individual family unit as a residence.

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. Firearms shall not be discharged in the subdivision.

15. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than One (1) advertising board on each Lot as sold and conveyed, which advertising board shall not be than Five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot

upon which it is erected, except Owners may erect signs for advertising at the entrances.

16. All grasses and weeds which may grow upon any Lot shall be cut and trimmed by the Owner of said Lot at intervals. If this is not done, the Trustees shall have the right to enter said lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the Owner of said Lot.

17. All repairs and maintenance of any structure on said Lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the Trustees.

18. All fences constructed must be of new materials such as wood, milling or chain link with new posts set in concrete, with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less than Fifty percent (50%) of the fence. No fence will be constructed beyond the front of any dwelling; unless however, the fence is of the front-yard ornamental type.

19. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No dog, cat, or other household pet shall be permitted by a Lot Owner to be off the Lot of the Owner unless on a leash, controlled by some person physically able to prevent a dog, cat, or other household pet from escaping.

20. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, or similar vehicle shall be parked or permitted to remain on any lot in said subdivision unless such recreational vehicles are parked behind the residence or kept garaged. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain in the subdivision.

21. No automobile, motor cycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner upon any Lot or street in this subdivision, unless such repairs are conducted inside a private garage, screened from public view. None of the above enumerated items may be performed on any street of this subdivision.

22. All motor vehicles remaining in any lot or street longer than Fifteen (15) days not in proper operating condition shall be hauled away and stored at the Owner's expense.

23. No junk, garbage, trash or garbage cans shall be permitted on the premises except that garbage cans for household use may be temporarily placed at the curb during garbage pick-up days.

24. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees", which will consist of three (3) in number and will be the governing body of the subdivision and have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants.

(A) The first Board of Trustees shall have one member and shall initially consist of DALE CRAWFORD and shall serve until 2/3 of the lots are sold.

(B) Thereafter each member of the Board of Trustees shall serve for a term of Three (3) years or until his successor shall have been elected and qualified and be elected from among the Lot Owners. However Dale Crawford shall hold the office of Trustee as long as the developer owns any lot in the subdivision.

© In the event any of the Trustees shall die or decline to act or become incompetent to act for any reason, then the remaining Trustees shall appoint a successor or successors.

(D) A meeting of existing lot owners shall be held on the 1st Saturday of the first month after 2/3 of the lots have been sold and on the 1st Saturday of June every year thereafter for the purpose of electing Trustees and transacting any other business properly before the Lot owners. Said meeting shall be at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving Ten (10) days written notice by posting notices in the subdivision in Two (2) places likely to be seen by the Lot Owners; provided, however, failures to give said notices shall not affect the meeting.

(E) A special meeting of the Lot Owners may be called by the Trustees upon their own motion or upon petition of two-thirds (2/3) of the lot owners in the subdivision.

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

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

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

(1) To make uniform assessments of not to exceed \$ 350 on each improved lot in any one (1) year, upon and against the several lots in said subdivision for the

*June 1 - May 31<sup>5</sup>*

*pro-rated  
closing*

purpose of carrying out the general duties and powers of the Trustees to defend the enforce restrictions, and for improvements and maintenance and upkeep of the streets and wells. This assessment shall be due June 1 of each year.

(2) Upon the purchase of each lot, the lot owners shall deposit \$1,500.00 with the Trustees to be held in escrow for future hard surface improvements to the roadway. The Trustee shall have no duty to make hard surface improvements to the roadway and the exact nature of the hard surface improvements shall be at the discretion of the Trustees, which may include chip and seal, upon taking into account the costs of said improvements and the costs to maintain said improvements.

(3) If, at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the Owners of Lots for approval an outline of the plan of the project contemplated, and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated shall be approved by written consent of the Owners of three-fourth (3/4) or more Lots in said subdivision, the Trustees shall, in the manner hereinafter described, notify all owners of lots in said subdivision of the additional assessments.

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

(1) Subject to the above consent of the Lot Owners, no assessment shall be made except upon resolution adopted by a majority of the Trustees, at a meeting of the Trustees which resolution shall be incorporated into, and made a part of, the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.

(2) Notice of all assessments may be given by mail, addressed to the last known or usual post office address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the lot itself. Service in any one (1) of the said methods shall be sufficient.

(3) Assessments shall be made on an improved lot basis, as the lots are shown on the recorded plat of said subdivision.

(4) Every assessment shall become due and payable within Thirty (30) days after notice is given as hereinabove provided. From and after the date when said assessments are due, it shall bear interest at the highest rate allowed by law per annum until paid, and such assessment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid, provided, however, that such lien shall never be prior to and shall always be subordinate to any Deed of Trust of record

whether before or after, in point of time.

(5) At any time after the passage of the resolution levying an assessment, and its entry in its minutes, the Trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any One (1) or more lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri, and the Trustees shall, upon payment, cancel or release any One (1) or more Lots from the liability for assessment, as shown by recorded instrument, by executing, acknowledging and recording, at the expense of the Owner of the property affected, a release of such assessment with respect to any Lot or Lots affected, and the Trustees shall cause to be noted from time to time in the minutes of its proceedings the payments made on account of assessments. The assessment shall constitute a lien whether recorded or not.

(6) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereinafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessments, and any lien for an assessment filed pursuant to this Declaration of Restrictions shall have priority over any recorded Deeds of Trust.

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

(k) The Trustees, in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, in their capacity as Trustees.

(l) Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against Lot Owners as herein provided.

(m) The act or acts or any two (2) of the Trustees or the act of Dale Crawford when acting as the sole member shall, for the purpose of this indenture, have the same force and effect as if all the Trustees performed such act or acts.

(n) The Trustees shall not be personally liable for any debt, liability or obligation of the subdivision. All persons, associations or other entities extending credit to, contracting with, or having any claim against the subdivision may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due

or payable to them from the subdivision Trustees.

25. These restrictions may be changed, modified or amended at any time in the future by written covenant signed by the Owners of Two-Thirds (2/3) of the lots in said subdivision. The said amendment or modification is to be and become effective only upon recording in the same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such amendment or modification will not require the signatures of any holder of a mortgage, Deed of Trust, or other lien against the respective lots or the improvements thereon.

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

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

28. The Owner shall not be liable for any assessment created in these restrictions and covenants.

29. The well lots as described on the plat herein shall be for the joint use of all lot owners of Whiteside Estates Subdivision and for their heirs, successors and assigns for the purposes of deriving water from the well located on the well lot and are hereby so dedicated.

30. Use of the well and the water coming from the well shall be at the discretion of each lot owner.

31. The expenses relating to the wells (hereinafter referred to as "expenses") shall be divided equally among the lot owners.

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

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

32. The cost of constructing, maintaining, repairing and/or replacing any waterline leading from the main waterline to a lot owner's personal residence and/or shall be the

sole and exclusive cost of the lot owner whose lot is serviced by said waterline.

33. The Subdivision Trustees shall have the authority to oversee the maintenance of said well, well lot, and main waterline, and to collect from all users their allocable portion of the cost of maintenance, repair, replacement and operation of said systems which may be collected in the same manner as other assessments created by these Restrictions.

In addition to any other legal action, the Subdivision Trustees can terminate and make arrangements to cut off water, to any water user who is more than thirty (30) days behind in paying any fees or assessments and can collect from such water user the expenses incurred in cutting off the water and restoring the water and a \$40.00 fee for reconnecting as a condition to restoring water service.

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

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions and restrictions to be signed on this 31st day of March, 2004.

WHITESIDE ESTATES, L.L.C.

By:

  
DALE CRAWFORD

On this 31st day of March, 2004, before me Lori Vanzant, a Notary Public in and for said state, personally appeared DALE CRAWFORD, to me known to be the persons described in and who executed the within Restrictions and acknowledged that he executed the same for the purposes herein stated.

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

Lori Vanzant  
Notary Public



LORI VANZANT  
COUNTY OF LINCOLN  
STATE OF MISSOURI  
MY COMMISSION EXPIRES 10-23-2006  
TROY, MISSOURI

# Exhibit "A"

## WHITESIDE ESTATES Legal Description

No. 3842 Book 1649 Page 789

This is to certify that I, the undersigned, Dale Crawford, being the sole owner of the following described tract of land lying in part of Fractional Section 23 and part of U.S. Survey 1686, Township 51 North, Range 1 West, Lincoln County, Missouri, be being more particularly described as follows:

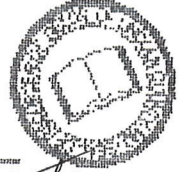
Beginning at an iron pin marking the Southeast Corner of U.S. Survey 1686, thence along the Southern Boundary of said U.S. Survey and also along the Southern boundary of a tract described in Deed Book 1175 page 194 Lincoln County records, S 68° 00' 00" W 2674.83' to an iron point from which a stone bears N 21° 40' 11" W 17.42', said point also being the SW corner of said tract; thence along the West line of said tract N 21° 40' 11" W 2086.10' to a stone marking the NW corner of said tract; thence along the Northern border of said tract N 68° 04' 33" E 2701.94' to an iron pin on the Western boundary of U.S. Highway 61; thence along said Right-of-Way the following courses, S 26° 11' 04" E 20.07' to a Right-of-Way marker; thence S 27° 10' 53" E 213.42' to an iron point; thence S 22° 58' 24" E 300.38' to a Right-of-Way marker; thence S 39° 53' 02" E 35.38' to an iron point; thence departing said Right-of-Way S 68° 25' 58" W 468.51' to an iron point; thence S 17° 11' 31" W 180.03' to a PK nail; thence S 14° 29' 36" E 36.42' to a PK nail; thence S 25° 29' 00" E 264.53' to an iron point; thence N 68° 23' 18" E 605.31' to an iron point on said Western Right-of-Way; thence along said Right-of-Way the following courses, S 12° 39' 02" E 79.00' to a Right-of-Way marker; thence S 25° 52' 24" E 892.92' to a Right-of-Way marker; thence S 22° 56' 36" W 106.30' to an iron point; thence S 26° 21' 02" E 32.23' to an iron point; thence departing said Right-of-Way S 68° 21' 02" W 85.03' to the point of beginning, containing 126.59 acres, more or less, and said tract of land as so subdivided shall henceforth be know as "WHITESIDE ESTATES" and said subdivision shall be subject to any restrictions or easements, of record or not of record, if any. Per survey #02-1435 of Harold R. Crane P.L.S. #1111-Missouri during January 2003.

2012010183  
Book 2276 Page 513

State of Missouri, County of Lincoln  
Recorded in Book 2276 Page(s): 513 - 514  
11/05/2012 11:19AM Fees \$27.00  
DOTTIE D. CRENSHAW, RECORDER OF DEEDS

**COPY**

*Judy Ryan*  
Deputy



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(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **Amendment to Restrictions**
2. Date of Document: **November 1, 2012**
3. Grantor(s): **Whiteside Estates, LLC**
4. Grantee(s): **The Public**
5. Statutory Mailing Address(s): **539 Monceau, Ferguson, MO 63155**
6. Legal Description: **All of Lots 43 and 44 of Whiteside Estates being a subdivision lying within Fractional Section 23 and US Survey 1686, Township 51 North, Range 1 West, as per Plat thereof recorded in Plat Book 13 at Page 169 of the Lincoln County Deed Records.**
6. Reference Book and Page(s): **Book 1649 at Page 778**

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TCLTS  
20429

## AMENDMENT TO RESTRICTIONS ON WHITESIDE ESTATES

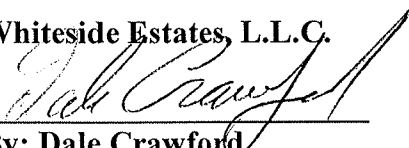
The undersigned who represents at least Two-thirds (2/3) of the Lots owners of Whiteside Estates Subdivision hereby amend Restrictions recorded on April 2, 2004 in Book 1649 at Page 778 of the Lincoln County Records as follows:

Lot 43 and 44 are hereby removed from the Declaration of Covenants, Conditions and Restrictions of Whiteside Estates Subdivision as recorded in Book 1649 at Page 778 of the Lincoln County Deed Records.

The removal of this Lot from the herein referenced Declaration of Covenants, Conditions and Restrictions of Whiteside Estates Subdivision shall constitute that the lot has no rights to the roadways or Well Lot as shown on the Plat of Whiteside Estates as recorded in Plat Book 13 at Page 169 of the Lincoln County Deed Records.

IN WITNESS WHEREOF, the owners of said land have executed this Amendment to Restrictions.

Whiteside Estates, L.L.C.



By: Dale Crawford  
Its: Managing Member

STATE OF MISSOURI )

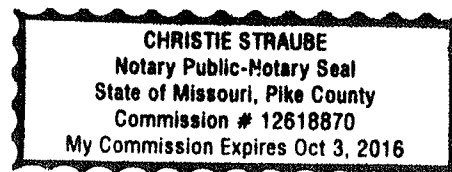
) SS

COUNTY OF LINCOLN )

On this 1 day of November, 2012, before me personally appeared Dale Crawford, to me known, who being by duly sworn, did say that he is the Managing Member of Whiteside Estates, LLC, a Limited Liability Company of the State of Missouri; that management of said Company is vested in Dale Crawford, and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of all its Members and said party further 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 seal at my office in the County and State aforesaid, the day and year first above written.

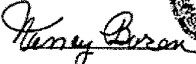
  
NOTARY PUBLIC -



1932/634  
3-28-07

2007003585  
Book 1932 Page 634

State of Missouri, County of Lincoln  
Recorded in Book 1932 Page(s): 0634 - 0636  
03/28/2007 11:33AM Fees \$30.00  
DOTTIE D. CRENSHAW, RECORDER OF DEEDS

  
Deputy



(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **Amendment to Restrictions**

2. Date of Document: **March 28, 2007**

3. Grantor(s): **Whiteside Estates, LLC**

4. Grantee(s): **The Public**

5. Statutory Mailing Address(s): **539 MONCEAU**  
~~11543 Prendergast Drive~~, St. Louis, MO ~~63138~~ **63135**

6. Legal Description: **See Exhibit "A"**

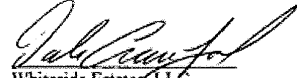
6. Reference Book and Page(s): **Book 1649 at Page 778**

**AMENDMENT TO RESTRICTIONS  
ON WHITESIDE ESTATES SUBDIVISION**

The undersigned who represents at least 2/3 of the Lots owners of Whiteside Estates Subdivision hereby amend Restrictions recorded on April 2, 2004 in Book 1649 at Page 778 of the Lincoln County Records as follows:

Number 19 of Restrictions to be amended to: Two (2) Horses will be allowed for lot owners owning a minimum of Two (2) Lots. An additional Two (2) horses will be allowed for each additional lot. Subject to provisions that the Horses must stay confined to the Lots of the owner.

IN WITNESS WHEREOF, the owners of said land have executed this Amendment to Restrictions.



Whiteside Estates, LLC

By: Dale Crawford

Its: Managing Member

STATE OF MISSOURI )  
                                  ) ss  
COUNTY OF LINCOLN )

On this 12<sup>th</sup> day of March, 2007, before me personally appeared Dale Crawford, to me known, who being by duly sworn, did say that he is the Managing Member of Whiteside Estates, LLC, a Limited Liability Company of the State of Missouri; that management of said Company is vested in Dale Crawford, and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of all its Members and said party further 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 by official seal in the County and State aforesaid, the day and year first above written.

### EXHIBIT "A"

A tract of land lying in part of Fractional Section 23 and part of U.S. Survey 1686, Township 51 North, Range 1 West, Lincoln County, Missouri, an being more particularly described as follows: Beginning at an iron pin marking the Southeast Corner of U.S. Survey 1686, thence along the Southern Boundary of said U.S. Survey and also along the Southern boundary of a tract described in Deed Book 1175 Page 194 Lincoln County Records, South 68 degrees 00 minutes 00 seconds West 2674.83 feet to an iron point from which a stone bears North 21 degrees 40 minutes 11 seconds West 17.42 feet, said point also being the Southwest corner of said tract; thence along the West line of said tract North 21 degrees 40 minutes 11 seconds West 2086.10 feet to a stone marking the Northwest corner of said tract; thence along the Northern border of said tract North 68 degrees 04 minutes 33 seconds East 2701.94 feet to an iron pin on the Western boundary of U.S. Highway 61; thence along said right-of-way the following courses, South 26 degrees 11 minutes 04 seconds East 20.07 feet to a right-of-way marker; thence South 27 degrees 10 minutes 53 seconds East 213.42 feet to an iron point; thence South 22 degrees 58 minutes 24 seconds East 300.38 feet to a right-of-way marker; thence South 39 degrees 53 minutes 02 seconds East 35.38 feet to an iron point; thence departing said right-of-way South 68 degrees 25 minutes 58 seconds West 468.51 feet to an iron point; thence South 17 degrees 11 minutes 31 seconds West 180.03 feet to a PK Nail; thence South 14 degrees 29 minutes 36 seconds East 36.42 feet to a PK Nail; thence South 25 degrees 29 minutes 00 seconds East 264.53 feet to an iron point; thence North 68 degrees 23 minutes 18 seconds East 605.31 feet to an iron point on said Western right-of-way; thence along said right-of-way the following courses, South 12 degrees 39 minutes 02 seconds East 79.00 feet to a right-of-way marker; thence South 25 degrees 52 minutes 24 seconds East 892.92 feet to a right-of-way marker, thence South 22 degrees 56 minutes 36 seconds West 106.30 feet to an iron point; thence South 26 degrees 21 minutes 02 seconds East 32.23 feet to an iron point; thence departing said right-of-way South 68 degrees 21 minutes 02 seconds West 85.03 feet to the point of beginning, containing 126.59 acres, more or less, and said tract of land as so subdivided shall henceforth be known as "WHITESIDE ESTATES". Per Survey #02-1435 of Harold R. Crane P.L.S. #1111-Missouri during January 2003.