

UST/WB577

RESTRICTION AGREEMENT FOR  
WILD HORSE FARMS

THIS RESTRICTION AGREEMENT ("Agreement") made and entered into as of the 19th day of November, 1993 by and between DEVIL'S DEN, INC., a Missouri corporation ("Grantor") and ED HOLTHAUS, SR., an individual, ED HOLTHAUS, JR., and individual and JILL F. VONGRUBEN, an individual, as trustees (collectively "Trustees"),

## WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land situated in the County of Warren, State of Missouri, described on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor desires, at some point in the future, to cause said tract of land to be part of a residential subdivision known as Wild Horse Farms (the "subdivision"); and

WHEREAS, Grantor desires to restrict all or part of the property which will eventually constitute said subdivision (including the tract of land described on Exhibit A) with a general plan of subdivision as evidenced by these restrictions, it being the intent of the Grantor that said subdivision be a residential subdivision; and

WHEREAS, Grantor desires to establish the position of Trustees and empower them with sufficient authority, and also sufficient right, title and interest in said subdivision to carry out the purposes of this Agreement, and

WHEREAS, all reservations, restrictions, agreements, limitations, conditions, easements and covenants contained herein are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time, any of the lots covered by this Agreement including, but not limited to, Grantor, Trustees, lot owners and lessees of lots.

NOW, THEREFORE, in consideration of the premises and of the Agreement and consent of the Trustees to act as Trustees hereunder, Grantor, for itself and its successors and assigns, and for and on behalf of all persons who may hereafter claim or derive title to, or otherwise hold through it or its successors or assigns, this tract of land, or any of the property which may now or hereafter be part of said subdivision, or any part thereof, covenants and agrees with the Trustees, and for the benefit of the owners of said lots and each of them, as follows:

PROTECTIVE COVENANTS

1. LOT USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No improvements shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling and a garage for not more than four (4) cars, without prior written approval from a majority of the Trustees.

2. HOME QUALITY AND SIZE. No home that does not meet the minimum

size and quality standards established by this Agreement shall be erected on any lot. The minimum sizes for homes shall be as follows: For any home that can be seen from Hwy U, or from any current or future road installed in the subdivision, or from any Optimum Building Site on a lot, a minimum of 1200 square feet of heated living space, with a minimum of 900 square feet on the main level for 1 1/2 story and 2 story homes. The aforesaid measurements apply to heated, finished living space and do not include garages or finished basement areas completely underground. Carports, either attached or detached, will not be allowed on any lot in the subdivision if they are visible from any future road or Optimum Building Site. Each home must be completed twelve (12) months after construction begins. Any home built on a lot, where the Actual Building Site is not visible from any road or Optimum Building Site on a lot may be of any size, but must be approved in advance in writing by a majority of the trustees. No mobile homes will be allowed on any lots.

3. LOT AREA. No home shall be erected or placed on any lot having less than three (3) acres. No lot may be less than three (3) acres in size.

4. BUILDING LOCATION. The building line on all lots in the subdivision shall be no less than one hundred (100) feet from the center line of any future road platted for the subdivision or Highway U ("road") except on lots that have woods nearer than one hundred (100) feet from the center line of the road, in which case the building line shall be seventy-five (75) feet from the center line of the road. No home shall be located on any lot nearer than fifty (50) feet to the rear lot line. Minimum side yard of forty (40) feet must be maintained.

5. VARIANCE.

(a) The Trustees may grant a variation from these restrictions when their strict application would result in extreme practical difficulties and undue hardships by reason of the unusual shape of a lot or exceptional topographic conditions. In granting any variance, the Trustees may prescribe such conditions as will secure the objectives of this Agreement.

(b) No variance shall be granted unless the Trustees find that minimal detriment will be caused to the public welfare and minimal damage will be caused to other lots in the vicinity of the lot for which the variance is requested, and that the variance will not substantially impair the intent and purpose of this Agreement. Approval of the majority of Trustees in writing is necessary for a variance to be granted.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the surrounding lots.

7. MAINTENANCE OF LOTS. Lot owners are obligated to care for their lot(s) and to keep it free from unsightly accumulations of debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this Agreement. The Trustees are hereby empowered to remedy all nuisances at the sole cost and expense of the lot owners, including the right to clean up the waste and debris. The owners

of said lot (and the lot itself) may be charged with reasonable expenses incurred in eliminating the nuisance. The Trustees or their representatives, agents or employees shall not be deemed guilty or liable for any trespass in any action taken pursuant to the powers herein granted.

8. SIGNS. No sign of any kind shall be displayed to public view on any lot except one sign of not more than 5 square feet advertising the lot for sale or rent. No sign other than the entry sign, street name and traffic signs are to be displayed in any road right-of-way. This provision does not apply to Grantor's signs while lots are being developed and sold by Grantor.

9. SATELLITE DISHES. A satellite dish may not be located where it is visible from a road or a lot's Optimum Building Site. Satellite dishes must be either black, dark green or dark brown in color and of a mesh, not solid, design.

10. VEHICLES AND TEMPORARY STRUCTURES. No vehicles, campers, trailers, or structures of temporary character including, without limitation, mobile homes, trucks, trailers, tents, shacks, garages, barns or other outbuildings or improvements shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall the same be permitted to be stored on any lot except in an area screened by adequate landscaping, sight proof fencing, or walls which block the view of same from all roads and lots. No vehicle other than a passenger car, pick-up truck or van shall be permitted to be parked on private roads at any time, or in yards or driveways of any lot except in an area screened by adequate landscaping, sight proof fencing, or walls which block the view of same from all roads and lots.

11. OUTSIDE STORAGE. Except for firewood, nothing shall be stored, kept or placed on a lot outside of a building, if it can be seen from a road or an adjoining Actual Building Site or Optimum Building Site including, but not limited to boats, motor homes, campers, trailers, unlicensed cars or trucks or licensed vehicles that are not driveable, construction equipment, tractors or snow removal equipment, piles of brick, rock or stone, etc.

12. ROAD EASEMENTS. No easements for road, ingress or egress purposes running from any private roads in the subdivision to serve any property lying outside of the subdivision, except pursuant to any future development of Grantor, may be granted without the permission of a majority of the Trustees.

13. ELECTRIC SERVICE. The electric distribution facilities, exclusive of necessary through facilities in the subdivision shall be installed by the duly certified electric public utility. lot owners are to pay the electric company for any non-standard facilities or construction required for the lot owners service facilities in accordance with electric company charges filed and approved by the Missouri Public Service Commission. The lot owner is to pay the electric company a fee per foot beyond the designated service connection point on the building, and if rock is encountered while installing the service lateral the lot, owner is to pay the additional cost of going through rock at a cost per foot charge

established by the electric company's tariffs on file with the Missouri Public Service Commission.

14. SEWAGE DISPOSAL. All sanitation facilities, baths, sinks and land drains on each lot shall be connected to a disposal system that meets the requirements of the Missouri Clean Water Commission, the rules and regulations of Warren County and the subdivision Trustees. Sewage disposal must be by an approved, single-family septic system or a system of equal quality.

15. BARNs AND OUTBUILDINGS. All barns and outbuildings must be approved by the Trustees prior to construction. All such buildings must be located at least 100 feet from the nearest property line and located at or in the tree line, as approved by the Trustees.

16. ANIMALS. No hogs shall be allowed on any lot at any time. A reasonable number of animals and pets shall be allowed. The Trustees shall have the sole right to determine what a reasonable number of animals is.

#### THE TRUSTEES

##### 1. ORIGINAL TRUSTEES AND THEIR SUCCESSORS.

(a) Ed Holthaus, Sr., Ed Holthaus, Jr., and Jill F. VonGruben are the original Trustees. Upon the death, refusal to act or incapacity of any of them, the remaining Trustee/Trustees shall appoint a successor or successors, who shall continue the term of the original Trustee whom he/she succeeds.

(b) The Trustees shall serve until such time as the first to occur of the following: (i) fifteen (15) years from the date this Agreement is recorded; or (ii) the Subdivision becomes subject to the Warren County Subdivision Regulations; or (iii) after 50% of the Grantors property is sold and conveyed. At that time, one-third (1/3) of the Trustees shall be chosen by owners of the lots in said subdivision. When ninety-five percent (95%) of the Grantors property has been sold and conveyed, two-thirds (2/3) of the Trustees shall be chosen by the owners of lots. When all of the Grantors property has been sold, all Trustees shall be chosen by the owners of the sold lots.

(c) The owners of the lots in the subdivision shall cause an election to be held to fill the vacancies created by the terms of subparagraph (b) hereof and the newly elected Trustees shall hold their offices for staggered terms of three (3) years, the original terms of successor Trustees to be established so that the terms of such original successor Trustees shall terminate one (1) each year, so that annually thereafter lot owners shall elect one (1) Trustee to a term of three (3) years. Thereafter, the office of Trustee, on becoming vacant for any reason whatsoever, shall be filled by election of the lot owners within the subdivision. Notice of the meeting for the holding of any such election shall be mailed first class to the last known mailing address of each lot owner at least ten (10) days prior to any such meeting. The owners of lots shall be entitled to one (1) vote for each lot, and the person or persons receiving a majority of the votes cast shall be declared elected. Voting shall be by secret ballot unless no lot owner present at the meeting

objects to a voice vote.

(d) Where the provisions of this Agreement cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Warren County Circuit Court may, upon the petition of any concerned lot owner of the subdivision, appoint one (1) or more Trustees to fill vacancies until such time as Trustees are elected in accordance with this Agreement. Any person so appointed who is not a resident or lot owner within the subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against all of the lots in the subdivision and which assessment shall not be subject to limitations on assessments contained herein.

2. POWER OF TRUSTEES. The Trustees have the power to prevent, in their own name as Trustees, any violation of the provisions of this Agreement, to compel the performance of any restrictions set out in the Agreement or established by law and to employ counsel. The Trustees may impose fines as outlined under "Enforcement." This power granted the Trustees is discretionary and not mandatory.

3. LIABILITY OF TRUSTEES. The Trustees shall not be personally liable for any act taken by them in good faith and shall only be held accountable for their willful misconduct or gross negligence. Each of the Trustees and their successors duly elected or appointed hereby accepts only the trusts upon condition that each of said Trustees shall be responsible only for his own wrongful acts or willful misconduct and not for those of the other Trustees. Trustees shall not be required to expend money in excess of the assessments and shall expend only such sums for maintenance and improvements as they, in their sole discretion, deem necessary. The Grantor, the lot owners and the funds held in trust hereunder shall indemnify and hold harmless each of the Trustees against any and all claims, losses, liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise thereof or as fines and penalties, and attorneys' fees, reasonably incurred by them in connection with the defense or disposition of any action, suit or other proceeding in which they may be involved, either individually or collectively, or with which they may be threatened while in office as a Trustee or thereafter, by reason of their being or having been such a Trustee, except with respect to any matter as to which he/she shall have been adjudicated to have acted in bad faith, with willful misconduct, reckless disregard of his/her duties, or not to have acted in good faith and the reasonable belief that his/her action was in the best interests of this Agreement and its purposes.

4. TRUSTEES NOT TO BE COMPENSATED. Trustees and successor Trustees, other than Trustees appointed by the Warren County Circuit Court under paragraph 1(d) hereinabove, shall not be entitled to any compensation for services performed under this Agreement.

5. COMPLIANCE WITH REGULATIONS. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, laws, rules and regulations of Warren County or any municipality of which the subdivision may become a part, and nothing herein shall be construed contrary to any such ordinances, laws, rules and regulations.

6. MAJORITY OF TRUSTEES TO ACT. All trusts created by this Agreement shall vest in, and inure to the benefit of, and may be fully exercised by a majority of the Trustees, provided that any successor chosen or appointed to fill a vacancy as provided in this Agreement shall, from and after the date of his or her acceptance of the position of Trustee, be included in determining the number which will constitute a majority of the Trustees.

7. RESIGNATION OF TRUSTEES. Any Trustee may at anytime resign as such Trustee by instrument in writing, signed and acknowledged by him/her. Said resignation shall be kept with the records of the subdivision. Thereafter, his successor shall be elected as herein provided.

#### MISCELLANEOUS

1. TERMS. These covenants are to run with the lots and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date they are recorded. These covenants will be automatically extended for successive periods of ten (10) years unless cancelled by an instrument duly executed by the owners of a majority of the lots any time after the original twenty (20) year period and recorded with the Warren County Recorder of Deeds.

#### 2. AMENDMENTS.

(a) Prior to the sale and conveyance by Grantor of 15 lots in the subdivision, the Trustees shall have the right to amend this Agreement by written instrument filed with the Warren County Recorder of Deeds, with notice of said amendment mailed by first class mail, postage prepaid, to the lot owners at their last known mailing address. Amendments must be adopted by a majority of the Trustees. It is Grantor's intention that until 50 lots have been sold and conveyed, the Trustees be and are hereby granted sole discretion and broad authority in enforcing the terms of this Agreement and are hereby granted the right to amend this Agreement to deal with all matters foreseen and unforeseen and any contingencies which may hereafter arise; provided, however, that it is also the grantor's intention that any unilateral amendments by the Trustees during this time shall not cause an increase in any assessment of any lot previously encumbered by this Agreement without the approval of the owners of fifty-one percent (51%) or more of the lots of the subdivision. It is acknowledged that the actions taken by the Trustees pursuant to the powers herein granted to them shall and will be governed by the Trustees' fiduciary duty to the lot owners to deal fairly with each and all of them, with the enhancement of value of each lot owner's lot as the Trustees' primary consideration.

(b) After such time as 15 lots are sold and conveyed, this Agreement may be amended from time to time by written instrument signed by the owners of fifty-one percent (51%) or more of the lots of the subdivision, provided any such amendment shall require the written concurrence of Grantor so long as it is the owner of one or more lots in the subdivision. Notice of the time, place and date of a meeting to discuss said amendment and the text of said proposed amendment shall be mailed by the Trustees to all lot owners at their last known mailing address by first class mail, postage prepaid, at least ten (10) days prior to the date of such meeting. After said meeting, the Trustees will mail ballots to vote on said amendment to each lot owner, who shall have the

right to fill out the ballot and return it to the Trustee. The owner(s) of lots shall be entitled to cast one (1) vote, collectively, for each lot owned by said lot owner(s).

### 3. ASSESSMENT.

a) The Trustees and their successors are authorized to make general assessments, except as hereinafter provided, of an amount not to exceed Twenty Five Dollars (\$25.00) per lot in each year upon and against the lots in Exhibit "A" for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce these covenants to repair, rebuild and maintain the roadway easements, to maintain easements, and to perform and execute any powers or duties provided in this instrument or otherwise to protect the health, safety and general welfare of the lot owners.

b) All assessments made by the Trustees for the purposes herein enumerated shall be made in the manner and subject to the following procedures:

1) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the record owner or owners of the lots and deposited in the United States mail with postage prepaid.

2) Every such assessment shall become due and payable within 30 days after notice is given as herein above provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid, and such assessments and interest thereon shall constitute a lien, at the expense of the lot owner affected, upon said lot and said lien shall continue in full force and effect until fully paid. Any time after an assessment and the entry thereof in the minutes of proceedings or records of the Trustees, they may execute and acknowledge an instrument reciting the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds of Warren County, Missouri, and the Trustees may upon payment, cancel or release any one or more lots from the liens and liability of such assessments, (as shown by recorded instruments), by executing, acknowledging and recording (at the expense of the lot owner affected) a release of such assessment.

3) The Trustees shall deposit or direct the deposit of all funds received by them, as Trustees, or on their behalf by a management company such as the City & Village Tax Office, in one or more accounts with a State or National Bank or Savings and Loan Association, protected by the Federal Deposit Insurance Corporation, or other agency, if any, performing similar functions. Such accounts may be checking accounts and/or savings accounts and shall be subject to withdrawal by a majority of the Trustees, or by such person or persons as the Trustees shall, from time to time, authorize; provided, however, that all persons receiving or having custody of funds shall, if the Trustees so determine, be bonded in an amount fixed by the Trustees, for their faithful accounting with respect to such funds.

### 4. ENFORCEMENT.

(a) Enforcement of the terms and conditions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violations or to recover damages. Proceedings shall be instituted by the Trustees or lot owners. The Trustees shall be entitled to recover from violating lot

owners legal fees, and costs and expenses incurred in the enforcement of this Agreement, which amounts, if unpaid after ten (10) days from demand, may be filed as a lien of the Trustees against the lot.

(b) The Trustees may institute a fine of up to \$10 per day for any violation of this Agreement that has not been rectified within a reasonable period of time as specified by the Trustees. The Trustees shall give written notice to such violating owner and shall specify a period of time in which to rectify the problem before any fines may be instituted. The Trustees shall designate a time period at their discretion to suit the situation, and it may be from 7 days to 30 days or longer, depending on the amount of time it would reasonably take to correct the problem, weather being taken into account if it could be an obstacle. The fine shall be billed monthly and shall be delinquent 30 days after billing, with interest accruing after the due date at the highest rate allowed by law.

5. SUCCESSORS. This Agreement shall be binding upon the Grantor, its successors and assigns, as owners of lots in the subdivision.

6. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. LOT DEFINITION. A "lot" as referred to in this Agreement shall be considered any lot or lots owned under a single title. Ex. a) A. Jones owns 40 acres under one title - he has one lot; b) B. Smith owns 10 acres on one title and 5 acres on another title - he has two lots; c) C. Ball owns three 3.5 acre lots but they are Lots 1, 2 and 3 on one title -he owns one lot. Title, as referred to in this paragraph, also means a deed.

8. OPTIMUM BUILDING SITE. Each lot shall have an Optimum Building Site determined in the sole discretion of the Trustees which, in the Trustee's opinion, is, in terms of seclusion, the least likely part of the lot to be visible from any road or other lot and from which any road or other lot is least visible. The Optimum Building Site will conform to all setback lines and shall take maximum advantage of topography and foliage prevalence and configuration. The Optimum Building Site on each lot, as referred to in this Agreement, shall be determined by the Trustees, not the lot owner. Should a lot owner decide to build extremely close to a property line, instead of in the center of the lot, when a suitable Optimum Building Site (as determined by the Trustees) was available in or near the center of the lot, the strict enforcement of some of the conditions of this Agreement may be reviewed by the Trustees and a waiver of their application may be determined for that reason.

9. ACTUAL BUILDING SITE. The Actual Building Site shall be the location selected by the property owner where the home is built.

10. FUTURE ROAD MAINTENANCE AGREEMENT. At such time as roads are platted within the subdivision, Grantor shall cause to be filed a Roadway Maintenance Agreement which shall be a restriction upon some, but not all, of the lots of the subdivision.

11. HAZARDOUS MATERIALS. All lots shall be kept free of all Hazardous



Materials (as hereinafter defined) and shall not be used to generate, manufacture, treat, store, handle, dispose, produce or process Hazardous Materials. No lot owner shall cause, permit or allow any Hazardous Materials to be brought upon, placed in, on, over or under or kept or used in or about a lot by anyone, including but not limited to lot owner, its agents, employees, contractors or invitees and no lot owner shall allow or cause any Hazardous Materials to be spilled, leaked, poured, or emptied, discharged, dumped, or otherwise disposed of, on, or allow or cause any Release (hereinafter defined) onto or from, a lot. Lot owner, at lot owner's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to lot owner's use of the lot. These include, without limitation, all applicable federal, state and local laws, regulations or ordinances, as my now or at any time hereafter be in effect, pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions and other environmental matters, and any direction of any public officer or officers, pursuant to law, which shall impose any duty upon lot owner with respect to the use or occupation of the lot. As used herein "Hazardous Materials" shall mean: (a) "Hazardous Substances" or "Toxic Substances" as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, all as amended and hereafter amended; (b) "Hazardous Waste" as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6902 et seq. as amended and hereafter amended; and (c) any pollutant or contaminant or hazardous or dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administration orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste substance or material, all as amended or hereafter amended; (d) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (e) any radioactive materials, including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2011 et seq. as amended or hereafter amended; (f) asbestos in any form or condition; (g) radon; (h) polychlorinated biphenyls or substances or compounds containing same; and (i) noxious chemicals used in any construction on the lot. "Release" shall have the meaning given such term or any similar term in any applicable environmental law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree regulating, relating to or imposing liability or standards of conduct concerning Hazardous Materials as may now or at any time hereafter be in effect.

12. ADJOINING PROPERTY. The Trustees are authorized and empowered to cooperate and to contract with trustees and/or landowners of adjoining or nearby tracts, and maintenance of facilities, insuring to the benefit and general welfare of the inhabitants of the entire area. The Trustees are hereby empowered and authorized to subject additional property to these restrictions from time to time.

IN WITNESS WHEREOF, The Grantor has caused this Agreement to be executed by its duly authorized officer and the Trustees have joined in

execution of the same to evidence their acceptance of the trusts hereby created.

GRANTOR:

DEVIL'S DEN, INC.  
A MISSOURI CORPORATION

By: John R. McCormack  
John R. McCormack, President



TRUSTEES:

Ed Helms, Sr.  
Ed Helms, Sr.

Ed Helms, Jr.  
Ed Helms, Jr.

Jill F. VonGruben  
Jill F. VonGruben

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STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On this 23<sup>rd</sup> day of November, 1993, personally appeared before me, John R. McCormack, being by me duly sworn, did say that he is the President of Devil's Den, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said President 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.

E. Kimberly Crowell  
Notary Public

My commission expires: \_\_\_\_\_

E. KIMBERLY CROWELL  
Notary Public—Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Mar. 7, 1997

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On this 19<sup>th</sup> day of November, 1993, personally appeared before me Ed Holthaus, Sr., Ed Holthaus, Jr., and Jill F. VonGruben, who, being by me duly sworn, did state that they executed the foregoing Agreement as their free act and deed as Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Rosalie Sutherland  
Notary Public

My commission expires: 3-4-96

ROSALIE SUTHERLIN  
NOTARY PUBLIC—STATE OF MISSOURI  
MY COMMISSION EXPIRES MAR. 4, 1996  
ST. LOUIS COUNTY



## EXHIBIT A

18.82 Acre Tract

A tract of land being part of the Northeast Quarter of Section 14, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Iron Rod in a rock pile at the Northwest Corner of Section 14; thence South 58°-36'-30" East 3913.95 feet to the place of beginning of the said tract of land; thence North 16°-30' East 585.58 feet to an iron rod; thence North 18°-25' East 364.38 feet to an iron rod; thence North 0°-11' West 454.31 feet to an iron rod; thence North 51°-52' East 269.44 feet to an iron rod; thence South 24°-23' East 334.96 feet to an iron rod; thence South 39°-36' East 389.78 feet to an iron rod; thence South 17°-32' West 472.57 feet to an iron rod; thence South 21°-31' West 420.80 feet to an iron rod; thence South 18°-30' West 339.24 feet to a point in the centerline of a 50 foot wide Road and Utility Easement; thence along the said centerline, North 76°-48' West 102.77 feet; thence North 70°-12' West 60.89 feet; thence North 58°-12' West 49.57 feet; thence North 47°-43' West 139.70 feet; thence North 56°-10' West 75.47 feet; thence North 65°-41' West 61.77 feet; thence North 79°-38' West 53.27 feet to the place of beginning and containing 18.82 acres, more or less.

RECORDED AND INDEXED  
5257STATE OF MISSOURI  
County of Warren

ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 10 day of December 1993 at 9 o'clock 55 minutes P. M., duly filed in this office for record; and the same is truly recorded in the records in this office in book 630 on page 154.  
Witness my hand and official seal this 10 day of Dec 19 93.

By Carolyn M. Frick  
DEPUTY RECORDERCAROLYN M. FRICK  
EX-OFFICIO RECORDER

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LIST-MISC

BOOK 0739 PAGE 328

AMENDMENT TO  
THE RESTRICTION AGREEMENT FOR WILD HORSE FARMS

The Owners of Wild Horse Farms, by favorable vote tallied and recorded, has amended The Restriction Agreement for Wild Horse Farms to change item 3, page 2, to read as follows:

3. LOT AREA. No home shall be erected or placed on any lot having less than six and nine-tenths (6.9) acres. No lot may be less than 6.9 acres in size.

Approved this 21st day of February, 1996

Ed Holthaus, Sr.  
Ed Holthaus, Sr.

John R. McCormack 7/21/96  
John R. McCormack

Jill F. VonGruben  
Jill F. VonGruben  
TRUSTEES

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS.

On this 21st day of February, 1996, before me personally appeared Ed Holthaus, Sr. and Jill F. VonGruben, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as Trustees of Wild Horse Farms.

IN WITNESS 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.

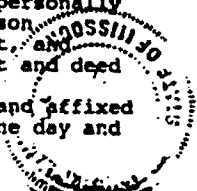


Rosalie Sutherlin  
Rosalie Sutherlin - Notary Public  
My commission expires: 3/4/96

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS.

On this 21st day of February, 1996, before me personally appeared John R. McCormack, 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 as a Trustee of Wild Horse Farms.

IN WITNESS 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.



John R. McCormack  
Notary Public  
My commission expires: 7/21/96

WD AMENDMT W/HF

JOHN R. LAMAR  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. SEPT 28, 1998



STATE OF MISSOURI )  
County of Warren ) ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County, certify that the foregoing instrument of writing was on the 21st day of February, 1996, at 12:00 o'clock PM, duly filed in this office for record, and the same is truly recorded in the records in this office in book 739 on page 328. Witness my hand and official seal this 21st day of February 1996.

By Carolyn M. Frick  
DEPUTY RECORDER  
CAROLYN M. FRICK  
EX-OFFICIO RECORDER

21 Feb

UST-W4680

21-

BOOK 0740 PAGE 105

AMENDMENT II  
TO THE RESTRICTION AGREEMENT FOR WILD HORSE FARMS

The Owners of Wild Horse Farms, by favorable vote tallied and recorded, have amended The Restriction Agreement for Wild Horse Farms to change paragraph No. 2 of the Protective Covenants beginning on page 1, regarding the size home allowed, as follows: "a minimum of 1,500 sq. ft. of heated living space, with a minimum of 1,200 sq. ft. on the main level for 1-1/2 story and 2-story homes." All other terms of paragraph No. 2 shall remain the same.

Approved this 15th day of April, 1996

Ed Holthaus, Sr.  
Ed Holthaus, Sr.

Jill F. VonGruben  
Jill F. VonGruben

John R. McCormack  
John R. McCormack  
TRUSTEES

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS.

On this 15th day of April, 1996, before me personally appeared Ed Holthaus, Sr. and Jill F. VonGruben, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as Trustees of Wild Horse Farms.

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

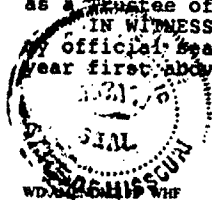


Rosalie Sutherland  
Rosalie Sutherland - Notary Public  
My commission expires: 3/4/2000

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS.

On this 17th day of April, 1996, before me personally appeared John R. McCormack, 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 as a Trustee of Wild Horse Farms.

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



Rosalie Sutherland  
Notary Public, State of Missouri  
My Commission Expires 3/7/97

STATE OF MISSOURI )  
County of Warren ) ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 17th day of April, 1996, at 11:30 a.m. duly filed in this office for record: and the same is truly recorded in the records in this office in book 744, page 105.  
Witness my hand and official seal this 24th day of April, 1996.  
By Carolyn A. Frick CAROLYN A. FRICK  
DEPUTY RECORDER EX-OFFICIO RECORDER



RECORDED and INDEXED

2030

21-

RECORDED AND INDEXED

08154

BOOK 1131 PAGE 043

STATE OF MISSOURI  
County of Warren  
I hereby certify that this instrument was  
FILED FOR RECORD

on October 16, 20 02  
at 9 o'clock 00 min A M. and is  
recorded in Book 1131 Page 43.

JERRI JORDAN

Ex-Officio Recorder of Deeds

By Deborah L. Engeman  
Deputy Recorder

26



### AMENDMENTS III, & IV TO THE RESTRICTION AGREEMENT FOR WILD HORSE FARMS SUBDIVISION

The owners of Wild Horse Farms, by favorable vote tallied and recorded, has amended The Restriction Agreement for Wild Horse Farms to change the Protective Covenants items to read as follows:

*\* Original Recorded in Book 630 Page 154*

#### AMENDMENT III

Page 3, paragraph 9. SATELLITE DISHES. A satellite dish may not be located where it is visible from a road or a lot's Optimum Building Site. Satellite dishes must be either black, dark green or dark brown in color and of a mesh, not solid, design. Satellite dishes 36 inches in diameter, or under, are exempt from the above restrictions, as long as they are situated on or near the dish owners house, and must be a muted color (Gray, dark green, dark brown, etc.).

#### AMENDMENT IV

Page 4, Item 1. ORIGINAL TRUSTEES AND THEIR SUCCESSORS.

Paragraph c: The following to be added to this paragraph: No more than one family member may serve as a Trustee at a given time. All other terms of paragraph (c) shall remain the same.

Approved this 11<sup>th</sup> day of October, 2002

Bryan L. Wilburn

Bryan L. Wilburn

Robert Stroheck

Robert Stroheck

TRUSTEES

*Legal Description: See Exhibit A*

State of Missouri

County of Warren



Charlene Twiehaus

Notary Public - Charlene Twiehaus

CHARLENE TWIEHAUS  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY

Commission Expires: 07-19-05

## EXHIBIT A

18.82 Acre Tract

A tract of land being part of the Northeast Quarter of Section 14, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Iron Rod in a rock pile at the Northwest Corner of Section 14; thence South 58°-36'-30" East 3913.95 feet to the place of beginning of the said tract of land; thence North 16°-30' East 585.58 feet to an iron rod; thence North 18°-25' East 364.38 feet to an iron rod; thence North 0°-11' West 454.31 feet to an iron rod; thence North 51°-52' East 269.44 feet to an iron rod; thence South 24°-23' East 334.96 feet to an iron rod; thence South 39°-36' East 389.78 feet to an iron rod; thence South 17°-32' West 472.57 feet to an iron rod; thence South 21°-31' West 420.80 feet to an iron rod; thence South 18°-30' West 339.24 feet to a point in the centerline of a 50 foot wide Road and Utility Easement; thence along the said centerline, North 76°-48' West 102.77 feet; thence North 70°-12' West 60.89 feet; thence North 58°-12' West 49.57 feet; thence North 47°-43' West 139.70 feet; thence North 56°-10' West 75.47 feet; thence North 65°-41' West 61.77 feet; thence North 79°-38' West 53.27 feet to the place of beginning and containing 18.82 acres, more or less.



RECORDED and INDEXED

08155

STATE OF MISSOURI  
County of Warren  
I hereby certify that this instrument was  
FILED FOR RECORD  
on October 16, 2002  
at 9 o'clock 05 min A M. and is  
recorded in Book 1131 Page 45.  
JERRI JORDAN  
Ex-Officio Recorder of Deeds  
By Deborah L. Engeman  
Deputy Recorder

BOOK **1131** PAGE **045**



AMENDMENTS I, II, & III TO  
THE ROAD & LAKE MAINTENANCE AGREEMENT  
FOR WILD HORSE FARMS SUBDIVISION

The owners of Wild Horse Farms, by favorable vote tallied and recorded, has amended The Road & Lake Maintenance agreement for Wild Horse Farms to change the following items to read as follows:

\* Original Recorded in Book 630 Page 166

AMENDMENT I

Page 5, paragraph 7. FISH. All fish caught in the lake over ten (10) inches in length must be taken out of the lake. All fish under ten (10) inches in length must be returned to the lake. This requirement may be amended on an annual basis by the unanimous decision of the Trustees.

AMENDMENT II

Page 5, paragraph 9. BOATS & MOTORS. No motors of any size shall be allowed on the lake at any time, except for battery operated trolling motors. All other terms of paragraph 9 shall remain the same.

AMENDMENT III

Page 6, Article 7. GENERAL PROVISIONS. The following to be added as paragraph 8: All motor vehicles (Including ATV's), operated on Wild Horse Farms roads and right-of-ways, must be operated in a safe and prudent manner by licensed drivers only. A 20 MPH speed limit shall also be adhered to while operating these vehicles.

Approved this 11<sup>th</sup> day of October, 2002

Bryan L. Wilburn Bryan L. Wilburn  
Robert Stroheck Robert Stroheck  
TRUSTEES

Legal Description: See Exhibit A & B

State of Missouri  
County of Warren



Charlene Twiehaus  
Notary Public - Charlene Twiehaus  
MY COMMISSION EXPIRES JULY 12, 2005

Commission Expires: 07-19-05

EXHIBIT "A" (WILD HORSE FARMS)

A tract of land being part of the South Half of the Southwest Quarter, and part of the South Half of the Southeast Quarter of Section 11; the North Half of Section 14, part of the East Half of the Southeast Quarter of Section 14, the Northwest Quarter of the Southeast Quarter of Section 14, part of the Southwest Quarter of Section 14, part of the East Half of the Southeast Quarter of Section 15, and the East Half of the Northeast Quarter of Section 15; all in Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Beginning at an Old Stone at the Northeast Corner of said Section 14; thence along the East line of said Section 14, South 0°-13' East 3867.87 feet to the North right-of-way line of Missouri State Highway "U"; thence along the said North right-of-way line, South 76°-04' West 169.17 feet; thence along a curve to the left, said curve having a chord of South 43°-30' West 369.96 feet; thence South 10°-11' West 862.74 feet; thence South 18°-52' West 182.31 feet; thence South 37°-58' West 129.31 feet; thence leaving the said right-of-way line, and along the South line of Section 14, North 89°-49' West 690.16 feet; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-23' West 1326.73 feet; thence along the South line of the Northwest Quarter of the Southeast Quarter, North 89°-54' West 1400.92 feet; thence along the West line of the Northwest Quarter of the Southeast Quarter, North 0°-24' West 671.40 feet to the center of Devil's Den Hollow; thence along the said center of Devil's Den Hollow, South 75°-06' West 97.41 feet; thence South 54°-51' West 262.82 feet; thence South 88°-29' West 298.45 feet; thence South 60°-10' West 232.46 feet; thence South 76°-31' West 224.40 feet; thence South 37°-31' West

BOOK 6530 PAGE 175

103.09 feet; thence South 59°-08' West 168.50 feet; thence North 82°-22' West 293.69 feet; thence South 47°-26' West 276.54 feet; thence North 70°-26' West 314.16 feet; thence South 47°-18' West 329.01 feet; thence South 56°-57' West 473.72 feet; thence North 66°-25' West 152.46 feet; thence North 66°-25' West 302.94 feet; thence South 73°-53' West 396.66 feet; thence South 60°-28' West 493.68 feet; thence South 67°-14' West 292.58 feet; thence leaving the said center of Devil's Den Hollow, and along the West line of the East Half of the Southeast Quarter of Section 15, North 01°-40' West 655.91 feet to an iron rod in a rock pile at the Southwest Corner of the Northeast Quarter of the Southeast Quarter; thence North 01°-40' West 1245.39 feet to an iron pipe in a rock pile at the Southwest Corner of the East Half of the Northeast Quarter of Section 15; thence along the West line of the East Half of the Northeast Quarter, North 01°-31' West 2656.55 feet; thence along the North line of Section 15, North 89°-13' East 1385.90 feet to an iron rod in a rock pile; thence along the West line of Section 11, North 01°-15' West 1328.17 feet; thence along the North line of the Southwest Quarter of the Southwest Quarter, North 89°-21' East 750.00 feet; thence South 69°-48' East 2319.90 feet; thence North 85°-37' East 1417.96 feet; thence North 80°-04' East 786.45 feet; thence along the centerline of a creek, South 15°-17' East 431.84 feet; thence South 45°-45' East 156.67 feet; thence South 17°-14' East 153.66 feet; thence leaving the said centerline of the creek, North 89°-39' East 373.46 feet to the place of beginning and containing 763.83 acres, more or less.

EXHIBIT "B"

BOOK 0830 PAGE 176

(LAKE AND DAM)

A tract of land being part of the East Half of the Southeast Quarter of Section 14, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Beginning at an Iron Rod at the Southwest Corner of the Northeast Quarter of the Southeast Quarter; thence North 26°-21' East 390.88 feet to an iron rod; thence North 11°-52' West 442.52 feet to an iron rod; thence South 84°-27' East 426.80 feet to an iron rod; thence North 56°-48' East 269.54 feet to a point in the centerline of a 50 foot wide Road and Utility Easement; thence along the said centerline, South 33°-16' East 115.75 feet; thence South 28°-31' East 110.69 feet; thence South 20°-57' East 95.80 feet; thence South 29°-19' East 134.00 feet; thence South 26°-14' East 328.69 feet; thence leaving the said centerline, South 69°-50' West 406.45 feet to an iron rod; thence South 22°-01' West 248.12 feet to an iron rod; thence South 54°-07' West 372.23 feet to an iron rod; thence South 89°-37' West 315.53 feet to an iron rod; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-23' West 396.05 feet to the place of beginning and containing 19.67 acres, more or less.

RECORDED and INDEXED

02962

STATE OF MISSOURI

County of Warren

I hereby certify that this instrument was  
FILED FOR RECORDon APRIL 15, 2005  
at 2 o'clock 35 min P.M. and is  
recorded in Book 1314 Page 378

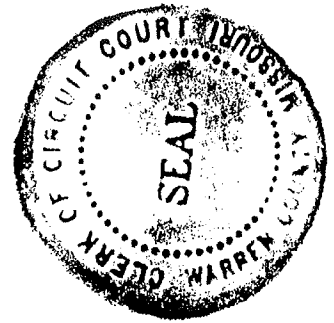
JERRI JORDAN

Ex-Officio Recorder of Deeds

By Kathy L. Hudson

Deputy Recorder

33



AMENDMENT V  
TO THE ROAD & LAKE MAINTENANCE AGREEMENT  
FOR WILD HORSE FARMS SUBDIVISION

The owners of Wild Horse Farms, by favorable vote tallied and recorded, has amended The Road & Lake Maintenance Agreement \* for Wild Horse Farms to change said agreement to read as follows:

\*Original recorded in Book 630, Page 166.

Legal description: See Exhibit A & B.

**AMENDMENT V**

Page 3, Article 3. Assessments.

Item 2, Paragraph b. The following is to be added to this paragraph:

Pursuant to a favorable vote by a majority of the lot owners of WILD HORSE FARMS SUBDIVISION, and having been recorded in the Minutes of the Annual Meeting of the WILD HORSE FARMS lot owners on April 27, 2003, that in addition to the ten percent (10%) interest, a Twenty Dollar (\$20.00) per month Fine shall be assessed for each and every month after the Assessment Delinquency Date until the Assessment and all fines have been paid.

Approved this 15<sup>th</sup> day of April, 2005

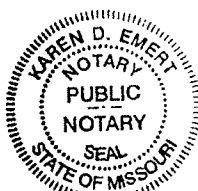
Bryan L. Wilburn  
Robert W. Strohbeck

Bryan L. Wilburn

Robert Strohbeck

TRUSTEES

On this 15<sup>th</sup> day of April, 2005 before me, Karen D. Emert, a Notary Public in and for the said state, personally appeared Bryan L. Wilburn and Robert Strohbeck, known to me to be the persons who executed the within document and acknowledged to me that they executed the same for the purposes therein stated.



KAREN D. EMERT  
NOTARY PUBLIC - STATE OF MISSOURI  
WARREN COUNTY  
MY COMMISSION EXPIRES APRIL 3, 2007

Karen D. Emert  
Notary Public

my Commission expires  
4-3-2007

BOOK 6530 PAGE 174

EXHIBIT "A" (WILD HORSE FARMS)

A tract of land being part of the South Half of the Southwest Quarter, and part of the South Half of the Southeast Quarter of Section 11; the North Half of Section 14, part of the East Half of the Southeast Quarter of Section 14, the Northwest Quarter of the Southeast Quarter of Section 14, part of the Southwest Quarter of Section 14, part of the East Half of the Southeast Quarter of Section 15, and the East Half of the Northeast Quarter of Section 15; all in Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Beginning at an Old Stone at the Northeast Corner of said Section 14; thence along the East line of said Section 14, South 0°-13' East 3867.87 feet to the North right-of-way line of Missouri State Highway "U"; thence along the said North right-of-way line, South 76°-04' West 169.17 feet; thence along a curve to the left, said curve having a chord of South 43°-30' West 369.96 feet; thence South 10°-11' West 862.74 feet; thence South 18°-52' West 182.31 feet; thence South 37°-58' West 129.31 feet; thence leaving the said right-of-way line, and along the South line of Section 14, North 89°-49' West 690.16 feet; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-23' West 1326.73 feet; thence along the South line of the Northwest Quarter of the Southeast Quarter, North 89°-54' West 1400.92 feet; thence along the West line of the Northwest Quarter of the Southeast Quarter, North 0°-24' West 671.40 feet to the center of Devil's Den Hollow; thence along the said center of Devil's Den Hollow, South 75°-06' West 97.41 feet; thence South 54°-51' West 262.82 feet; thence South 88°-29' West 298.45 feet; thence South 60°-10' West 232.46 feet; thence South 76°-31' West 224.40 feet; thence South 37°-31' West

BOOK 1131 PAGE 175

103.09 feet; thence South 59°-08' West 168.50 feet; thence North 82°-22' West 293.69 feet; thence South 47°-26' West 276.54 feet; thence North 70°-26' West 314.16 feet; thence South 47°-18' West 329.01 feet; thence South 56°-57' West 473.72 feet; thence North 66°-25' West 152.46 feet; thence North 66°-25' West 302.94 feet; thence South 73°-53' West 396.66 feet; thence South 60°-28' West 493.68 feet; thence South 67°-14' West 292.58 feet; thence leaving the said center of Devil's Den Hollow, and along the West line of the East Half of the Southeast Quarter of Section 15, North 01°-40' West 655.91 feet to an iron rod in a rock pile at the Southwest Corner of the Northeast Quarter of the Southeast Quarter; thence North 01°-40' West 1245.39 feet to an iron pipe in a rock pile at the Southwest Corner of the East Half of the Northeast Quarter of Section 15; thence along the West line of the East Half of the Northeast Quarter, North 01°-31' West 2656.55 feet; thence along the North line of Section 15, North 89°-13' East 1385.90 feet to an iron rod in a rock pile; thence along the West line of Section 11, North 01°-15' West 1328.17 feet; thence along the North line of the Southwest Quarter of the Southwest Quarter, North 89°-21' East 750.00 feet; thence South 69°-48' East 2319.90 feet; thence North 85°-37' East 1417.96 feet; thence North 80°-04' East 786.45 feet; thence along the centerline of a creek, South 15°-17' East 431.84 feet; thence South 45°-45' East 156.67 feet; thence South 17°-14' East 153.66 feet; thence leaving the said centerline of the creek, North 89°-39' East 373.46 feet to the place of beginning and containing 763.83 acres, more or less.

EXHIBIT "B"

BOOK 0830 PAGE 176

(LAKE AND DAM)

A tract of land being part of the East Half of the Southeast Quarter of Section 14, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Beginning at an Iron Rod at the Southwest Corner of the Northeast Quarter of the Southeast Quarter; thence North 26°-21' East 390.88 feet to an iron rod; thence North 11°-52' West 442.52 feet to an iron rod; thence South 84°-27' East 426.80 feet to an iron rod; thence North 56°-48' East 269.54 feet to a point in the centerline of a 50 foot wide Road and Utility Easement; thence along the said centerline, South 33°-16' East 115.75 feet; thence South 28°-31' East 110.69 feet; thence South 20°-57' East 95.80 feet; thence South 29°-19' East 134.00 feet; thence South 26°-14' East 328.69 feet; thence leaving the said centerline, South 69°-50' West 406.45 feet to an iron rod; thence South 22°-01' West 248.12 feet to an iron rod; thence South 54°-07' West 372.23 feet to an iron rod; thence South 89°-37' West 315.53 feet to an iron rod; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-23' West 396.05 feet to the place of beginning and containing 19.67 acres, more or less.

BOOK 1314 PAGE 381



RECORDED AND INDEXED

02963

STATE OF MISSOURI

County of Warren

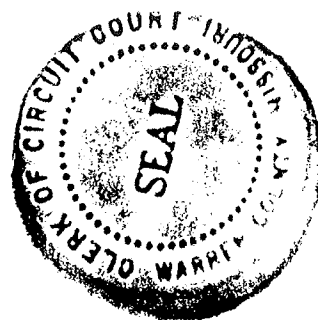
I hereby certify that this instrument was  
FILED FOR RECORDon APRIL 15, 2005  
at 2 o'clock 40 min P. M. and is  
recorded in Book 1314 Page 382

JERRI JORDAN

Ex-Officio Recorder of Deeds

By

Deputy Recorder



27

AMENDMENT VI  
TO THE RESTRICTION AGREEMENT FOR WILD HORSE FARMS  
SUBDIVISION

The owners of Wild Horse Farms, by favorable vote tallied and recorded, has amended The Restriction Agreement for Wild Horse Farms\* to change the Protective Covenants items to read as follows:

\* Original recorded in Book 630, Page 154.

Legal description: See Exhibit A.

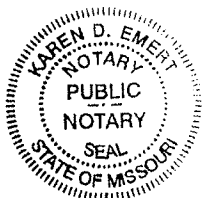
AMENDMENT VI

Page 4, Item 1. ORIGINAL TRUSTEES AND THEIR SUCCESSORS.

Paragraph c: The following to be added to this paragraph: To clarify the term "Family" (As in: "No more than one family member may serve as a Trustee at a given time"). In this context, "Family" means: The Lot Owner, Spouse, and children, residing on one individual Wild Horse Farms Lot. All other terms of paragraph (c) shall remain the same.

Approved this 15<sup>th</sup> day of April, 2005  
Bryan L. Wilburn Bryan L. Wilburn  
Robert W. Strohbeck Robert Strohbeck  
 TRUSTEES

On this 15<sup>th</sup> day of April, 2005 before me, Karen D. Emert, a  
 Notary Public in and for the said state, personally appeared Bryan L. Wilburn and Robert Strohbeck,  
 known to me to be the persons who executed the within document and acknowledged to me that they  
 executed the same for the purposes therein stated.



KAREN D. EMERT  
 NOTARY PUBLIC - STATE OF MISSOURI  
 WARREN COUNTY  
 MY COMMISSION EXPIRES APRIL 3, 2007

Karen D. Emert  
 NOTARY Public

my Commission expires 4-3-07

BOOK 6630 PAGE 165

## EXHIBIT A

18.82 Acre Tract

A tract of land being part of the Northeast Quarter of Section 14, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Iron Rod in a rock pile at the Northwest Corner of Section 14; thence South 58°-36'-30" East 3913.95 feet to the place of beginning of the said tract of land; thence North 16°-30' East 585.58 feet to an iron rod; thence North 18°-25' East 364.38 feet to an iron rod; thence North 0°-11' West 454.31 feet to an iron rod; thence North 51°-52' East 269.44 feet to an iron rod; thence South 24°-23' East 334.96 feet to an iron rod; thence South 39°-36' East 389.78 feet to an iron rod; thence South 17°-32' West 472.57 feet to an iron rod; thence South 21°-31' West 420.80 feet to an iron rod; thence South 18°-30' West 339.24 feet to a point in the centerline of a 50 foot wide Road and Utility Easement; thence along the said centerline, North 76°-48' West 102.77 feet; thence North 70°-12' West 60.89 feet; thence North 58°-12' West 49.57 feet; thence North 47°-43' West 139.70 feet; thence North 56°-10' West 75.47 feet; thence North 65°-41' West 61.77 feet; thence North 79°-38' West 53.27 feet to the place of beginning and containing 18.82 acres, more or less.