

**DECLARATION OF RESTRICTIONS, RESERVATIONS, LIMITATIONS,  
CONDITIONS, EASEMENTS, AND COVENANTS OF  
HERITAGE HILLS**

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WHEREAS, RUST CONSTRUCTION COMPANY, INC., a Missouri Corporation,  
hereinafter referred to as "OWNER" is owner of a tract of land situated in the County of Warren,  
State of Missouri, and described as follows:

A tract of land being part of the Southeast quarter of the Southeast quarter of Section 22 and part of the Southwest quarter of the Southwest quarter of Section 23, all in Township 47 North, Range 2 West, City of Truesdale, Warren County, Missouri, and being described as follows:  
Beginning at an old iron rod at the southeast corner of Section 22; thence along the south line of Section 22 north 88 degrees 50 minutes West 841.40 feet to an old iron rod; thence North 00 degrees 23 minutes East 320.39 feet to an iron rod; thence South 89 degrees 14 minutes East 447.18 feet to an iron rod; thence South 62 degrees 34 minutes East 55.70 feet to an iron rod; thence South 89 degrees 14 minutes East 500.00 feet to an iron rod; thence North 25 degrees 30 minutes East 135.00 feet to an iron rod; thence North 31 degrees 48 minutes East 458.47 feet to an iron rod; thence North 50 degrees 59 minutes East 318.18 feet to an iron rod; thence South 69 degrees 28 minutes East 124.25 feet to an iron rod; thence North 45 degrees 16 minutes East 247.81 feet to an iron rod; thence North 59 degrees 52 minutes East 163.76 feet to an iron rod; thence North 01 degree 09 minutes East 117.53 feet; thence along the south line of Interstate 70 South 88 degrees 56 minutes East 213.72 feet to a right of way marker; thence along the east line of the Southwest quarter of the Southwest quarter of Section 23 South 01 degree 13 minutes West 1353.57 feet to an old stone; thence along the south line of Section 23 North 69 degrees 19 minutes West 1352.74 feet to the place of beginning.

WHEREAS, the OWNER has caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, on Slide D-177, Slide D-178, Slide 179, and Slide D-180, and designated as HERITAGE HILLS, and hereinafter called "Subdivision", and

WHEREAS, it is deemed in the best interest of all persons who may become and are owners of any lots of this Subdivision and any additions thereto as provided in Paragraph 25 hereof, 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 covenant, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties does hereby subject all lots in this 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, reservations, and restrictions; and the rights and easements herein contained are hereby made and declared to be rights and easements

in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said lots, and said lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit of any and every owner of any lot or parcel of ground in said Subdivision by injunction or other proceeding whether in law or equity.

1. All streets designated upon the plat of this Subdivision, or said additions thereto, are to remain for the private roadway use of the owners of lots in this Subdivision, or said additions thereto; provided however, that the Owner may, in its discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or to any portion or portions thereof.

2. All easements designated upon the plat of this Subdivision, or said additions thereto, are hereby created and established for the installation and maintenance of all utilities and drainage facilities and any other purposes shown thereon.

3. No lot shall be re-subdivided nor any portion of any lot resold. All lots, if sold, must be sold as originally platted and used for residential building only.

4. No pens or cages shall be erected or maintained on any lot. All yard fences erected shall be chain link or white vinyl, not more than four (4) feet high and not extend beyond the back wall of the house. Privacy fences shall be permitted around patio area. All fences shall commence at rear corner. Plans and specifications must be approved by the OWNER.

5. No lot in this Subdivision shall be used for any business or commercial purpose. No trucks greater than 3/4 ton shall be used, kept or maintained in the Subdivision except for temporary commercial purposes.

6. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling of the design contained in Paragraphs 9, 10, and 11 hereof and one utility building. All single family dwellings and utility sheds will be maintenance free siding and an attached two-car garage. No carports shall be permitted.

7. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by OWNER or its successors or assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

8. The construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of all buildings and dwellings shall be done and performed in accordance and compliance with the requirements and provisions of 2003 International Residential Code.

9. A dwelling of the design for Lots 165, 170, 293, 196, and 200:

(A) Commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand two hundred (1,200) square feet.

(B) Commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(C) Commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(D) Of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached two car garage, of not less than eight (800) square feet, excluding the basement area, of a two-story house with no less than eight (800) square feet on the first floor. Plans and specifications must be approved by the OWNER.

10. A dwelling of the design for Lots 101, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 171, 172, 173, 174, 175, 176, and 177:

(A) Commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand two hundred (1,200) square feet.

(B) Commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(C) Commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(D) Of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached two car garage, of not less than eight (800) square feet, excluding the basement area, of a two-story house with no less than eight (800) square feet on the first floor. Plans and specifications must be approved by the OWNER.

11 . A dwelling of the design for all lots in said Subdivision except those set forth in Paragraphs 9 and 10 hereof:

(A) Commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(B) Commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(C) Commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(D) Of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached two car garage, of not less than eight (800) square feet, excluding the basement area, of a two-story house with no less than eight (800) square feet on the first floor. Plans and specifications must be approved by the OWNER.

12. All houses shall have a minimum of two (2) gables and brick to cover minimum of 1/3 of the house's front.

13. All building set back lines designated upon the recorded plat of this Subdivision, or said additions thereto, are hereby created and established.

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.

15. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time, except during construction.

16. Recreational vehicles, RV's, boats, utility trailers, flat bed trailers or constructions trailers will not be allowed in the Subdivision at any time, except during construction..

17. No sign of any kind shall be displayed to the public view on any lot except a sign of two (2) foot square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

18. No individual or independent water-supply system shall be permitted on any lot.

19. No individual or independent sewage-disposal system shall be permitted on any lot.

20. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, and other household pets may be kept; provided, they are not kept,

bred or maintained for any commercial purpose. No more than two (2) pets may be maintained in any household at any one time. No dog, cat or other household pet shall be permitted by the 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. No pens or cages shall be erected or maintained on any lot.

21. No automobile, motorcycle, or machinery of any kind, may be dismantled, assembled, repaired or worked on in any manner upon any lot in this Subdivision, or said additions thereto, 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, or said additions thereto.

22. One (1) utility building per lot shall be permitted and must be constructed of maintenance free siding and not to exceed 10 feet by 15 feet and 8 feet in height. Plans must be approved by the OWNER.

23. All parts of any lot used for driveway purposes shall be of concrete.

24. Any party either owner or contractor dumping or leaving trash, including concrete from concrete trucks washing out on any lot will be responsible for the cleanup or will be billed a cleanup charge. Mud on the streets will be treated in the same manner.

25. The OWNER or its successors or assigns may, from time to time, add such other property to this Subdivision and subject said property to this Declaration of Restrictions, Reservations, Limitations, Conditions, Easements, and Covenants as is now or hereafter owned or approved for additions, provided that the property so added to this Subdivision and subjected to this Declaration be situated adjacent to the Subdivision as shown on the above-mentioned plat or property formerly added to said Subdivision as provided herein; and said property added shall at the time of the addition be bound by this Declaration of Restrictions, Reservations, Limitations, Conditions, Easements, and Covenants and any future modification thereof.

26. These Restrictions may be changed, modified or amended at any time in the future by written covenant signed and executed by owners of 75% of the lots in said Subdivision, and any said additions thereto. The said covenant to be and become effective only upon recording of the same in the office of the Recorder of Deeds of Warren County, Missouri. Such covenant shall not require the signature of any holder of a mortgage, deed of trust or other lien against the respective lots or the improvements thereon.

27. A cancellation of any of the covenants by judgments or other order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

28. Should any lot owner violate the Restrictions, Reservations, Limitations, Conditions, Easements, and Covenants of HERITAGE HILLS, any lot owner may proceed in a court of equity or a court of law and the prevailing party shall recover their attorney's fees and court costs.

IN WITNESS WHEREOF, the OWNER has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereunto affixed this 29<sup>th</sup> day of January, 2007.

RUST CONSTRUCTION COMPANY, INC.

by Gerard X. Rust  
Gerard X. Rust, President

  
Sandra L. Rust  
Sandra L. Rust, Secretary

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS,  
RESERVATIONS, LIMITATIONS, CONDITIONS, EASEMENTS,  
AND COVENANTS OF HERITAGE HILLS**

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WHEREAS, RUST CONSTRUCTION COMPANY, INC., a Missouri Corporation, was the owner of a tract of land situated in the County of Warren, State of Missouri, and described as follows:

A tract of land being part of the Southeast quarter of the Southeast quarter of Section 22 and part of the Southwest quarter of the Southwest quarter of Section 23, all in Township 47 North, Range 2 West, City of Truesdale, Warren County, Missouri, and being described as follows:  
Beginning at an old iron rod at the southeast corner of Section 22; thence along the south line of Section 22 north 88 degrees 50 minutes West 841.40 feet to an old iron rod; thence North 00 degrees 23 minutes East 320.39 feet to an iron rod; thence South 89 degrees 14 minutes East 447.18 feet to an iron rod; thence South 62 degrees 34 minutes East 55.70 feet to an iron rod; thence South 89 degrees 14 minutes East 500.00 feet to an iron rod; thence North 25 degrees 30 minutes East 135.00 feet to an iron rod; thence North 31 degrees 48 minutes East 458.47 feet to an iron rod; thence North 50 degrees 59 minutes East 318.18 feet to an iron rod; thence South 69 degrees 28 minutes East 124.25 feet to an iron rod; thence North 45 degrees 16 minutes East 247.81 feet to an iron rod; thence North 59 degrees 52 minutes East 163.76 feet to an iron rod; thence North 01 degree 09 minutes East 117.53 feet; thence along the south line of Interstate 70 South 88 degrees 56 minutes East 213.72 feet to a right of way marker; thence along the east line of the Southwest quarter of the Southwest quarter of Section 23 South 01 degree 13 minutes West 1353.57 feet to an old stone; thence along the south line of Section 23 North 69 degrees 19 minutes West 1352.74 feet to the place of beginning.

WHEREAS, RUST CONSTRUCTION COMPANY, INC. caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, on Slide D-177, Slide D-178, Slide D-179, and Slide D-180, and designated as HERITAGE HILLS, and hereinafter called "Subdivision", and

WHEREAS, RUST CONSTRUCTION COMPANY, INC. has caused original restrictions, reservations, limitations, covenants, easements and covenants to be created, imposed and placed of record relating to this property and filed with the Recorder of Deeds, Warren County, Missouri, as Document No. 200700737, and

WHEREAS, Paragraph 26 of said Restrictions provides that the same may be changed, modified or amended at any time by written covenant signed and executed by the owners of 75% of the lots in said Subdivision and any said additions thereto, and

WHEREAS, the undersigned are now the owners of 99 lots in said Subdivision, the same being Lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 193, 194, 195, 196, 197, 198, 199, and 200, and consisting of 75% or more of the lots in said Subdivision, and

WHEREAS, it is the desire of the undersigned owner to change, modify, and amend Paragraph 9 and Paragraph 10. of said Restrictions.

NOW, THEREFORE, pursuant to the provisions and authorities contained in Paragraph 26 of said Restrictions, the undersigned owner does hereby amend Paragraph 9 of said Restrictions to read as follows:

9. A dwelling of the design for Lots 165, 170, 193, 196, and 200:

(A) Commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand two hundred (1,200) square feet.

(B) Commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(C) Commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(D) Of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached two car garage, of not less than eight (800) square feet, excluding the basement area, of a two-story house with no less than eight (800) square feet on the first floor. Plans and specifications must be approved by the OWNER.

NOW, THEREFORE, pursuant to the provisions and authorities contained in Paragraph 26 of said Restrictions, the undersigned owner does hereby amend Paragraph 10 of said Restrictions to read as follows:

10. A dwelling of the design for Lots 101, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 166, 167, 168, 171, 172, 173, 174, 175, 176, and 177:

(A) Commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand three hundred (1,300) square feet.

(B) Commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(C) Commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached two car garage, of not less than one thousand four hundred (1,400) square feet.

(D) Of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached two car garage, of not less than eight (800) square feet, excluding the basement area, of a two-story house with no less than eight (800) square feet on the first floor. Plans and specifications must be approved by the OWNER.

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS,  
RESERVATIONS, LIMITATIONS, CONDITIONS, EASEMENTS  
AND COVENANTS OF HERITAGE HILLS**

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WHEARAS, Rust Construction Company, Inc., a Missouri  
Corporation, was the owner of a tract of land situated in the County  
Of Warren, State of Missouri, and described as follows:

A tract of land being part of the Southeast quarter of the Southeast quarter of Section 22 and part of the Southwest quarter of the Southwest quarter of Section 23, all in Township 47 North, Range 2 West, City of Truesdale, Warren County, Missouri, and being described as follows:

Beginning at an old iron rod at the southeast corner of Section 22; thence along the south line of Section 22 north 88 degrees 50 minutes West 841.40 feet to an old iron rod; thence North 00 degrees 23 minutes East 320.39 feet to an iron rod; thence South 89 degrees 14 minutes East 447.18 feet to an iron rod; thence South 62 degrees 34 minutes East 55.70 feet to an iron rod; thence South 89 degrees 14 minutes East 500.00 feet to an iron rod; thence North 25 degrees 30 minutes East 135.00 feet to an iron rod; thence North 31 degrees 48 minutes East 458.47 feet to an iron rod; thence North 50 degrees 59 minutes East 318.18 feet to an iron rod; thence South 69 degrees 28 minutes East 124.25 feet to an iron rod; thence North 45 degrees 16 minutes East 247.81 feet to an iron rod; thence North 59 degrees 52 minutes East 163.76 feet to an iron rod; thence North 01 degree 09 minutes East 117.53 feet; thence along the south line of Interstate 70 South 88 degrees 56 minutes East 213.72 feet to a right of way marker; thence along the east line of the Southwest quarter of the Southwest quarter of Section 23 South 01 degree 13 minutes West 1353.57 feet to an old stone; thence along the south line of Section 23 North 69 degrees 19 minutes West 1352.74 feet to the place of beginning.

WHEREAS, RUST CONSTRUCTION COMPANY, INC. c. caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, on Slide D-177, Slide D-178, Slide D-179, and Slide D-180, and designated as HERITAGE HILLS, and hereinafter called "Subdivision", and

WHEREAS, RUST CONSTRUCTION COMPANY, INC. has caused original restrictions, reservations, limitations, covenants easements and covenants to be created, imposed and placed of record relating to this property and filed with the Recorder of Deeds, Warren County, Missouri, as Document No. 200700737, and

WHEREAS, Paragraph 26 of said Restrictions provides that the same may be changed, modified or amended at any time by written covenant signed and executed by the owners of 75% of the lots in said Subdivision and any said additions thereto, and

WHEREAS, the undersigned are now the owners of 97 lots in said Subdivision, the same being Lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 193, 194, 195, 196, 198, 199, and 200, and consisting of 75% or more of the lots in said Subdivision, and

WHEREAS, it is the desire of the undersigned owner to change, modify, and amend Paragraph 9 and Paragraph 10 of said Restrictions

NOW, THEREFORE, pursuant to the provisions and authorities contained in Paragraph 26 of said Restrictions, the undersigned owner does hereby amend Paragraph 9 of said Restrictions to read as follows:

9. A dwelling of the design for all lots:

(A) Commonly referred to or known as a one-store One-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached two car garage, of not less than one thousand two hundred (1,200) square feet.

(B) Commonly referred to or known as a Split-foyer, shall have an upper level area exclusive of that portion Encompassed within an attached two car garage, of not less than one thousand two hundred (1,200) square feet.

(C) Commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached two car garage, of not less than one thousand two hundred (1,200) square feet.

(D) Of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached two car garage, of not less than seven hundred forty (740) square feet, excluding the basement area, of a two-story house with no less than seven hundred forty (740) square feet on the first floor. Plans and specifications must be approved by the OWNER.