

WARREN COUNTY
DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS, ("Declaration") is made and entered into this 29th day of August, 1996, by EASTERN MISSOURI DEVELOPMENT, INC., a Missouri corporation (hereinafter referred to as "Grantor");

WITNESSETH, Grantor is the owner of a tract of land in the County of Warren, State of Missouri, more particularly described on Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "Property", and;

WHEREAS, Grantor desires to establish certain roadways, right-of-way and utility easements on the Property for the benefit of all present and future owners (hereinafter "Owners") of parcels (hereinafter "Parcels") of the Property, and to establish a mechanism for the continued use and maintenance of the same;

NOW, THEREFORE, in consideration of the premises and the advantages to Grantor and present and future Owners of said Property, the Grantor hereby declares that:

1. Roadway Easements. Grantor does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantor and the Owners sixty (60) foot non-exclusive easements for roadway and utility uses over eleven roads designated as follows: Log Cabin Road, Eagles Roost Lane, Eagles Roost Court, Wood Hollow Road, Wheat Field Lane, Wheat Field Court, Shady Oak Lane, Rustic View Lane, Rustic View Court, Hunters Hollow Road, Oak Forest Lane, and Log Cabin Lane, the centerlines of which are described on Exhibit "B" (herein "Roadways").

Said grant is being made for the construction, installation, operation, maintenance, repair and other uses of roads and utilities within the Roadways as the Grantor or Owners may deem appropriate, but subject to any other easements, reservations and restrictions of record and the rights of Grantor and Owners to ingress and egress over, along and across the Roadways.

2. Utilities. The Grantor further grants to any public utility company licensed and under the jurisdiction of the Missouri Public Service Commission or its successor, or to any rural electric cooperative which supplies power to the area and to any rural water district, the right to utilize the Roadways for the purposes of installing and maintaining any and all utility lines, poles, conduit pipelines, and water lines so as to provide utility service to the Parcels of the Property. The Owner of any Parcel that abuts the water line must pay the minimum monthly charge billed by the water supply district, irrespective of whether or not the property is hooked to and/or being currently supplied by the water district, and once being serviced, said Parcel Owner must pay the fee charged by the water supply district.

3. Additional Roadways. Grantor may construct additional roadways on the Property and those roadways shall be considered Roadways for all purposes under this Declaration upon Grantor recording an amendment to this Declaration adding said additional Roadways. The additional Roadways shall be subject to the terms of this Declaration and shall benefit the Grantor and the Owners who shall have permanent, non-exclusive access and utility easements over those additional Roadways.

4. Access. In connection with the Roadways, the Grantor and the Owners are hereby granted the non-exclusive rights, benefits, and advantages of having ingress and egress from and to, over, along and across said Roadways, and the right to construct, maintain, reconstruct and repair roads within the Roadways.

5. Restrictions. No Owner shall create any nuisance, conduct any activity or suffer or permit any condition to exist on the Property which is obnoxious or unreasonably offensive to other Owners. Prohibited activities shall include, but are not limited to, the maintenance of an open garbage or trash pit or garbage disposal of any type, junk yard, salvage yard, storage of derelict or non-operative motor vehicles, allowing rubbish or junk to collect on a Parcel, and storage or dumping of hazardous wastes or substances. Hogs, commercial poultry, commercial dog kennels and racetracks are prohibited. The maintenance of a limited number of horses or cattle is permitted so long as the number of animals located on any one Parcel does not exceed the number which the Parcel's pasture can feed or support. However, Grantor realizes that additional or supplemental hay or grain may be seasonally required if the Parcel cannot produce sufficient forage to provide both hay and pasture. In the event there is sufficient pasture in season, the Owner is in compliance with this restriction. However, no livestock feed lots or boarding stables shall be allowed. This is a development for residential, mini-farm or mini-ranch living. Only one residence shall be permitted per Parcel. Mobile homes, modular homes, basement homes and Section 8 housing are prohibited. All residential structures shall rest on a permanent, concrete foundation or basement.

6. Enforcement. Any Owner who violates any of the restrictions contained or referenced herein ("Violating Owner") shall be subject to a suit for injunction by any other Owner or group of Owners ("Enforcing Owners") to enjoin such violation. In the event that suit is filed to enjoin the Violating Owner's acts or omissions and if the Enforcing Owners instituting such suit prevail, whether by judgment or settlement, the Violating Owner shall (in addition to any

initial _____
date _____

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8-30-96

