

**CORNERSTONE FARMS
SUBDIVISION**

DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF ROADWAYS, EASEMENTS AND RESTRICTIONS ("Declaration") is made and entered into as of this 15th day of June, 1998, by EASTERN MISSOURI DEVELOPMENT, INC., a Missouri corporation (hereinafter referred to as "Grantor");

WITNESSETH THAT: Grantor is the owner of a tract of land in the County of Lincoln, State of Missouri, more particularly described in full on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as "Property"); and

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

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 AND UTILITY EASEMENT:** Grantor does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantor and the Owners non-exclusive easements for roadways 50 feet wide, the centerline of said roadway easements are described on Exhibit "B" attached hereto. Additionally, an easement for utility purposes is hereby created over and under said 50 foot wide roadways plus an additional 5 feet on each side thereof, plus such additional areas adjacent thereto for anchors and guys and temporary use for construction. Such utilities may cross above or below the 50 foot roadway, but no poles, anchors, guys or other surface improvements will be placed within said 50 foot roadway.

Said grant is being made for construction, installation, operation, maintenance, repair and other uses of roads and utilities within the roadways and utility easements 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. The easements created herein for ingress, egress and utilities are hereinafter referred to as "Roadways".

2. **UTILITIES:** The Grantor further grants to any public or private utility company licensed and under the jurisdiction of the Missouri Public Service commission or its successors or to any rural electric cooperative which supplies power to the areas and to any rural water district, and to any private company which may supply power, water,

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sewer service, telephone, television cable, and other such services, the right to utilize the Roadways for the purposes of installing and maintaining any and all such utility lines, poles, conduits, pipelines, supports, guy wires, and all other equipment incidental to such utilities, so as to make available over said Roadways a full range of utilities and services to the Parcels of the Property and additional easements for poles conduits, utility lines, pipelines, support, anchors, guy wires and all other equipment incidental to such utilities is also granted outside the utility easements as needed due to terrain and convenience, including the right to overhead wires in air space. Grantor makes no representation as to when or which such services shall become available to each Parcel.

3. **ADDITIONAL ROADWAYS AND ADJACENT PROPERTY:** 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. In the event any adjacent property is acquired by Grantor, then Grantor may, at Grantor's option, extend the existing Roadways so as to provide access to said adjacent property, and/or change the location of existing Roadways (so long as Grantor still owns the portion of the property adjacent to said Roadway being relocated). In the event adjacent property is so acquired and Grantor has elected to extend the Roadways, then Grantor shall amend this Declaration and subject the adjacent property to the benefits and burdens of this Declaration.

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 with the Roadways.

5. **RESTRICTIONS:** No Owner shall create any nuisance, conduct any activity or suffer or permit any condition to exist on the Property or said Owner's parcel which is obnoxious or unreasonably offensive to other Owners. Prohibited activities shall include, but are not limited to, the maintenance of any 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 waste or hazardous materials. Hogs, commercial poultry, commercial dog kennels, racetracks, commercial dumps, and auto repair shops 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, except that additional or supplemental hay or grain may be seasonally provided if the Parcel cannot produce sufficient forage to provide both hay and pasture. In the event there is sufficient pasture in season, the Owner shall be deemed 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, and basement homes are prohibited. The minimum size of any one-story, residential structure shall be 1500 square feet, exclusive of an open porches and garages. The minimum size of any two-story residential structure shall be 2200 square feet, exclusive of open porches and garages. All building locations shall be located in compliance with all county planning and zoning regulations for set back lines. Construction shall be completed within twelve (12) months of breaking ground.

6. **WATER:** The Property is being annexed into Public Water Supply District No. 1 of Pike County, Missouri ("Water District"). Construction plans provide for a system of water mains to provide potable water to the Property to be supplied by the Water District. When such water supply service is completed and water is available, every Parcel Owner who owns a Parcel along which a water line has been installed (including a water line installed across the Roadway from such Parcel) shall be liable for payment of the Water District's applicable minimum monthly billing, regardless of whether said Parcel Owner is using water from said water supply service. Each Parcel Owner shall arrange and pay for any applicable connection or tap-in fee to the water supply system and fee to extend a lateral line into said Owner's Parcel. Grantor, prior to the sale of a Parcel to an unrelated third party, shall not be subject to the Water District's minimum monthly billing. Grantor makes no representation or warranty as to the quantity, quality or pressure of water supplied by or charges imposed by the Water District.

7. **WASTE WATER:** Conveyance of title to any portion of the Property is subject to the compliance with the laws of the State of Missouri and regulations of any governmental body or agency regarding clean water and sewage waste disposal. Sewage waste disposal systems shall be installed only with the approval of any local governmental body or agency having jurisdiction and any agency of the State of Missouri having jurisdiction as to location, type of system, and requirements as to installation. Compliance therewith shall be the sole responsibility of such Parcel Owner. The Grantor specifically reserves the right to enter onto any Parcel or cause such entry by a third party whether before or after sale of the Parcel to obtain an engineer's study as to soil composition, location, and specifications for a sewage waste disposal system on the Parcel, if required. No Parcel Owner shall commence construction of a residence until approval for the sewage waste disposal system is obtained from the local governmental or State of Missouri agency having jurisdiction.

8. **ENFORCEMENT:** Any Owner who violates any of the restrictions contained or referenced herein (hereinafter referred to as "Violating Owner") shall be subject to a suit for injunction by any other Owner or group of Owners (hereinafter referred to as "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 damages or other relief granted) pay all reasonable attorney's fees and costs incurred by the Enforcing Owners in connection with prosecution of the injunction action, as approved by the court rendering said relief.

9. **ROAD ASSESSMENTS:** The roads constructed in the Roadways shall be maintained and repaired by and at the expense of the Parcel Owners. Each Parcel Owner shall be liable for an annual assessment of \$100.00 ("Assessment"), subject to the provisions of paragraph 10 as to the increases and decreases thereto. Said assessment shall constitute a lien against each Parcel as provided in paragraphs 12 and 13 hereof. The first annual Assessment shall be \$100.00 and shall be due and payable at the first annual meeting of Parcel Owners, tentatively the first Saturday in October, 1999. Following the first annual meeting (regardless of when held), the annual Assessment shall be due and payable on the first Saturday of October each year and shall be delinquent if not paid by October 15th of each year. Any Parcel owner whose sole access to said Parcel is via a public roadway shall not be liable for any annual Assessment. Grantor shall not be liable for an annual Assessment on any Parcel held by Grantor, a subsidiary or affiliated entity. However, if Grantor, a subsidiary or affiliated entity owns one or more contiguous Parcels on October 15, 2001, the said Parcel or Parcels collectively shall be liable for and pay one (1) annual Assessment for all of said Parcels, in the aggregate payable in October, 2002. The assessment can be changed pursuant to paragraphs 10 and 11 hereof. Damage to the Roadways caused by construction equipment or delivery trucks during construction of any improvements on a Parcel shall be repaired by the Owner of the Parcel for whom said construction is being performed.

10. **MEETINGS.** The Grantor shall, if all Parcels have been sold, notify all Parcel Owners of the initial meeting which shall be held on the first (1st) Saturday in October, 1999 or on such later date as specified in said notice if all Parcels have not been sold. Thereafter, annual meetings shall be held on the first Saturday of October of each year. Following the sale by Grantor of all of the Parcels (including any Parcels added to this Declaration under paragraph 3 hereof), the Owners of at least three (3) Parcels can call a special meeting of the Parcel Owners by sending notice by mail to all Parcel Owners at least fourteen (14) days prior to the time and date set for the meeting. Said notice shall specify the purpose of the meeting. Any such meeting shall be held at a convenient time and place, within the limits of Lincoln County, Missouri.

If the meeting pertains to the Roadways, then a seventy-five percent (75%) majority of Owners present (in person or by proxy) at a meeting in which a quorum is established shall be necessary to increase or reduce the Assessment or create an additional Assessment. A quorum shall be attained at a meeting only when seventy-five percent (75%) of all Parcel Owners are present in person or by proxy.

If the meeting is for any purpose other than the Roadways, the affirmative vote of at least seventy-five percent (75%) of the Parcel Owners shall be necessary to accomplish the

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purpose of the meeting. Each Parcel, whether contiguous or not shall be entitled to one vote regardless of the size of Parcel or number of Owners.

Paragraph 1 hereof, creating the Roadways, and paragraph 2 hereof, creating the utility easements shall not be capable of being diminished in any way by amendments and said easements shall not be limited to the 20 year term of the restrictions contained in this Declaration, but shall continue in perpetuity as covenants running with the land.

No amendment to this Declaration shall be valid and binding until the Grantor has sold 100% of the Parcels of the Property, unless Grantor institutes said amendment. No amendment to this Declaration shall be valid and binding upon Owners unless the same shall have been made in writing, duly executed by the Owners of Seventy-five (75%) of the Parcels of the Property and notarized and recorded in the Office of the Recorder of Deeds, Lincoln County, Missouri.

11. CONDUCT OF MEETINGS AND VOTING: (a) At the first meeting of the Owners, the Grantor shall appoint a chairman to preside over the meeting, a secretary, and a treasurer, who shall serve only until a successor to each office is elected at such first meeting or at a subsequent meeting. The chairman shall collect and disburse assessments. Each such person selected or elected as chairman, secretary, and/or treasurer at any meeting of the then Owners of the Property shall be elected to a one year term, but shall serve until a successor is duly selected at a subsequent meeting of the then Owners of the Property as hereinabove provided. Election for each office shall require an individual to receive more votes for that office than any other person who was nominated for election to the same term for the same office. All books, records, bank accounts and statements of account shall be made available to such successor. In the event that a person selected as secretary, treasurer, or chairman as hereinabove provided shall desire to resign then and in such event, such person may resign upon his or her appointment of a successor, which successor shall be an Owner of a Parcel; a party so resigning shall give written notice to the persons then acting in other capacities as herein set forth informing them of the resignation and the appointment of a successor. The liability of any person serving as treasurer, secretary or chairman hereunder shall be limited to the actual amount of funds collected from assessments which are paid to such person. In no event shall any such person so receiving funds be liable for the quality of workmanship or failure of performance of any person selected in good faith, and paid in good faith, for work done in connection with the Roadways as hereinabove described.

(b) Voting at meeting shall be done in person or by proxy by the Owner of a Parcel or if a Parcel has more than one Owner, then the person designated in writing by all of the Owners of that Parcel is entitled to cast the vote for said Parcel. Each Parcel shall be entitled to one (1) vote. If an Owner acquires more than one Parcel, and if they are not contiguous, said Owner shall have one (1) vote for each such Parcel and pay assessments on each such Parcel. Grantor may cast one (1) vote for each and every proposed Parcel

within the Property. A written proxy may be used to cast the vote of a Parcel if it designates a person to vote said proxy at the specified meeting or casts a vote on a particular issue and is signed by all of the Owners of the Parcel.

12. LIEN FOR UNPAID ASSESSMENTS: Any assessment levied shall be due and payable thirty (30) days after its approval as hereinabove set forth. An assessment levied in accordance with the provisions hereof shall be binding upon all of the Owners. In the event that said assessments are not paid as and when same are due, the person serving as secretary of said meeting at which said assessment was duly approved shall no later than one hundred eighty (180) days after the approval of such assessment cause to be recorded in the office of the Recorder of Deeds of Lincoln County, Missouri, a notice that said assessment is due and owing, which notice shall recite the time and place of meeting, that a quorum was present, the amount of the assessment so voted upon at said meeting, the name of the Owner(s) who have failed to pay said assessment, the description of the Parcel(s) of said Owner(s) and that the person signing said statement was duly selected to record the proceedings of said meeting. In addition to the lien provided, the chairman, secretary and/or treasurer as selected at said meeting or any Owner may, on their own behalf and on behalf of Owners, bring suit against any Owner who shall fail to pay said assessment. In the event that no such suit is filed within three (3) years after the date of filing of any statement in the Office of the Recorder of Deeds of Lincoln County, Missouri, then and in such event, the lien provided for herein shall lapse.

13. COLLECTION OF ASSESSMENT: In the event that a suit is filed to enforce the lien as hereinabove provided, then the Owner against whom such lien is sought shall pay all reasonable attorney's fees incurred in connection with the prosecution of said lien, as approved by a court of competent jurisdiction. Said attorney's fees shall be added to the amount of the lien upon judgment to enforce same. Upon rendition of a final judgment, it may be enforced and executed in the manner provided by law, including, without limitation, execution upon the Parcel against which the lien was imposed.

14. TRANSFER OF PROPERTY: Any sale, transfer or conveyance of ownership or lease of Parcels shall include in the sale, transfer or conveyance or lease documents a provision that the purchaser or lessee acknowledges, understands and agrees to be bound by this Declaration.

15. PARCELS AND SUBDIVISION. A Parcel shall be the contiguous tract of land within the Property, which is initially sold and conveyed by Grantor to an Owner and even though said tract may have been depicted on the sales plat as two (2) or more lots, it shall be deemed one (1) Parcel under this Declaration subject to one (1) assessment and one (1) vote as herein provided. If Grantor, subsequent to the initial sale and conveyance of a Parcel to an Owner, sells and conveys a contiguous Parcel to said Owner, then the combined Parcels shall be considered one (1) Parcel under this Declaration. Any contrary Water District regulations as to connections and minimum monthly billing shall take precedence over the foregoing provisions. No Parcel shall be subdivided after the original conveyance by Grantor into two (2) or more tracts, any one (1) of which is

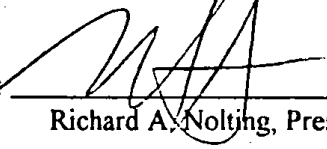
smaller than 15 acres in size. Any such attempted subdivision or conveyance in contravention of the foregoing restrictions shall be void. If a Parcel is subdivided into two (2) or more tracts of at least fifteen (15) acres each, then upon such subdivision or conveyance, each such tract shall become a separate Parcel under this Declaration. However, Grantor reserves the right to create original Parcels under 15 acres in size. No oil, gas, coal, mineral or rock or gravel rights shall be sold separately from the Property, and no such materials shall be mined or extracted from any Parcel.

16. DURATION: With regards to paragraphs 1 and 2 hereof, the provisions contained in said paragraphs 1 and 2 shall be deemed covenants running with the land once all the Parcels have been sold by the Grantor. With regard to the remaining provisions of these restrictions, this Declaration except to paragraphs 1 and 2 hereof, shall run for a period of 20 years unless terminated or modified by a vote of the Owners of seventy-five percent (75%) of the Parcels of the Property, each Parcel to be entitled to one vote without regard to the number of Owners of a Parcel or the size of said Parcel, provided that no Parcel shall be denied access rights over the Roadways nor water and utility easements by such termination.

17. BINDING EFFECT: This declaration shall be binding upon and inure to the benefit of the Grantor, the Owners and their respective successors and assigns.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its President and its corporation seal to be hereunto affixed as of the day and year first above written.

EASTERN MISSOURI DEVELOPMENT, INC.

By: 
Richard A. Nolting, President



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

On this 30 day of June, 1998, before me appeared Richard A. Nolting, to me personally known, who, being by me duly sworn, did say that he is the President of Eastern Missouri Development, 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 that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Richard A. Nolting 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.

Joe Knipe
Notary Public



JOE KNIPE
NOTARY PUBLIC STATE OF MISSOURI
FRANKLIN COUNTY
MY COMMISSION EXP. MAR. 10, 2002
3-10-02

CONSENT OF DEED OF TRUST HOLDER

The undersigned, Security Pacific Bank, a banking association, being the holder and owner of a deed of trust on the above-described Property, hereby consents to the foregoing Declaration and subordinates its interest in said Property to said Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 30 day of



SECURITY PACIFIC BANK

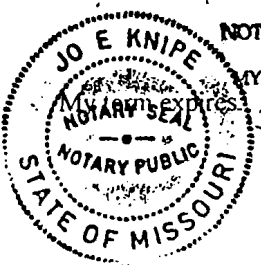
By: [Signature]
Name: Robert J. Luecken
Title: President

STATE OF MISSOURI)
COUNTY OF FRANKLIN)

ss.

On this 30 day of June, 1998, before me appeared Robert Luecken to me personally known, who, being by me duly sworn, did say that he is the President of Security Pacific Bank, a banking association of the State of Missouri, and that the foregoing instrument was signed in behalf of said banking association, by authority of its Board of Directors; and said Robert Luecken acknowledged said instrument to be the free act and deed of said banking association.

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.



JO E KNIPE
NOTARY PUBLIC STATE OF MISSOURI
FRANKLIN COUNTY
COMMISSION EXP. MAR. 10, 2002

[Signature]
Notary Public

3-10-02

STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

STATE OF MISSOURI
County of Lincoln
I hereby certify that this instrument was FILED FOR RECORD on 6-30 1998 at 1 o'clock 05 min P.M. and is recorded in Book 1066 Page 72.

JUN 30 1998

At 1 o'clock 05 Minutes P.M.
MELBA HOUSTON, Recorder

MELBA HOUSTON
Recorder of Deeds

By [Signature]

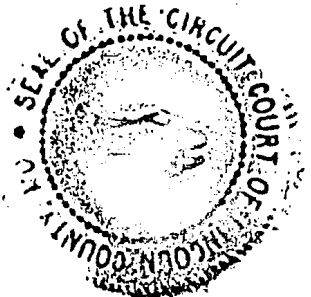


EXHIBIT "A"

**60 foot wide Road and Utility Easement Descriptions
Cornerstone Farms (Lincoln County)**

A 60 foot wide road and utility easement for rights of ingress and egress and installation of utilities over the existing roads located in part of Lots Three (3) and Six of the Stonebraker tract, and Lot Three (3) and part of Lots One (1) and Four (4) of the E. B. Hull tract, and Part of Lot Three (3) of U. S. Survey #1708, Township Fifty-one (51) North, Range One (1) and Two (2) West of the 5th. P.M., lying in Lincoln County, Missouri, the centerlines of which are described as follows:
Commencing at the Northwest corner of Lot 3 of said U. S. Survey #1708; thence with the West line of said U. S. Survey #1708, South 20° 11' 00" East 3878.67 feet to the intersection with the centerline of a 60 foot wide road and utility easement designated as Pump House Lane for the true Point of Beginning; thence with the centerline of said Road, North 45° 16' 15" East 53.84 feet, North 55° 52' 07" East 363.72 feet, North 47° 22' 27" East 84.83 feet, North 24° 38' 51" East 103.04 feet, North 26° 47' 28" East 114.46 feet, North 33° 57' 33" East 225.00 feet, North 40° 49' 34" East 78.50 feet, North 53° 13' 03" East 61.69 feet, North 60° 29' 23" East 398.45 feet, North 59° 35' 15" East 208.76 feet, North 68° 59' 37" East 233.43 feet, North 49° 53' 18" East 282.47 feet, North 40° 23' 14" East 197.39 feet, North 38° 52' 15" East 186.23 feet and North 10° 03' 16" East 371.00 feet to a point designated as Point "A"; thence continue with the centerline of said Pump House Lane, North 17° 30' 40" West 313.20 feet, North 57° 04' 06" West 318.89 feet, North 47° 49' 00" West 582.04 feet and North 45° 14' 24" West 190.74 feet to a point designated as Point "C"; thence continue with the centerline of said Pump House Lane, North 22° 27' 22" West 605.04 feet to a point designated as Point "D"; thence continue with the centerline of said Pump House Lane, North 51° 07' 06" West 307.28 feet to a point designated as Point "E"; thence continuing with the centerline of said Pump House Lane, North 51° 07' 06" West 88.00 feet, North 18° 21' 34" West 189.85 feet, North 21° 14' 00" East 150.49 feet, North 33° 48' 55" East 70.38 feet, North 10° 24' 19" East 95.21 feet, North 19° 59' 53" West 62.43 feet, North 30° 48' 03" West 170.63 feet, North 27° 13' 11" West 97.27 feet, North 21° 55' 40" West 406.95 feet, North 12° 40' 41" West 62.51 feet, North 7° 33' 45" East 150.75 feet, North 13° 56' 41" East 234.00 feet, North 4° 38' 28" East 97.02 feet, North 13° 18' 24" West 95.80 feet, North 25° 44' 23" West 143.75 feet, North 15° 34' 48" West 82.28 feet, North 52° 20' 17" West 79.28 feet, North 36° 07' 49" West 52.37 feet, North 7° 13' 00" East 73.88 feet, North 15° 02' 23" East 151.11 feet, North 11° 52' 32" East 178.83 feet, North 20° 56' 45" East 78.10 feet, North 21° 01' 34" East 86.04 feet, North 7° 53' 51" East 275.25 feet, North 12° 14' 46" West 194.42 feet, North 17° 55' 38" West 116.34 feet, North 8° 08' 16" West 52.00 feet, North 23° 14' 05" East 81.45 feet, North 26° 12' 15" East 514.80 feet, North 18° 04' 34" East 126.69 feet, North 0° 03' 58" West 138.84 feet, North 19° 25' 43" West 99.57 feet, North 40° 11' 15" West 123.48 feet, North 67° 45' 20" West 73.01 feet, North 86° 26' 03" West 109.65 feet, South 62° 15' 40" West 128.14 feet, South 47° 08' 00" West 166.78 feet, South 39° 24' 02" West 174.07 feet, South 63° 04' 12" West 128.46 feet, South 82° 26' 39" West 183.43 feet, North 78° 14' 29" West 136.95 feet, North 50° 23' 18" West 136.67 feet, North 35° 17' 05" West 45.05 feet, North 22° 51' 43" West 397.05 feet, North 33° 48' 07" West 89.50 feet, North 53° 11' 00" West 93.25 feet, North 67° 48' 17" West 96.73 feet, North 89° 00' 00" West 494.00 feet, South 70° 29' 25" West 123.34 feet, South 48° 39' 07" West 274.77 feet, South 45° 20' 00" West 260.74 feet, South 54° 19' 29" West 297.22 feet, South 25° 28' 36" West 192.00 feet, South 63° 37' 34" West 223.72 feet and South 58° 50' 26" West 185.19 feet to the intersection with the West line of said U. S. Survey #1708 being in a County Road.

Lincoln County, Missouri

AND, beginning at designated Point "A" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Brushy Creek Court, North 4° 30' 20" East 217.42 feet to a point being designated as Point "B"; thence continue with the centerline of said Brushy Creek Court, South 82° 00' 21" East 92.97 feet and North 89° 13' 23" East 254.44 feet; thence beginning at designated Point "B" and with the centerline of said Brushy Creek Court, North 53° 38' 39" West 138.23 feet to the intersection with the centerline of said Pump House Lane.

AND, beginning at designated Point "C" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Fawn Haven Court, South 33° 06' 47" West 598.10 feet, South 16° 59' 14" West 385.40 feet and South 9° 24' 29" West 161.65 feet for the termination of said Fawn Haven Court.

AND, beginning at designated Point "D" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Rustic View Court, North 64° 42' 00" East 198.29 feet, North 72° 31' 22" East 300.77 feet and North 80° 00' 00" East 200.00 feet for the termination of said Rustic View Court.

AND, beginning at designated Point "E" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Deer Tracks Court, South 56° 50' 50" West 355.00 feet for the termination of said Deer Tracks Court.

AND, a 60 foot wide road and utility easement for rights of ingress and egress and installation of utilities over the existing roads the centerline of which is described as follows:

Commencing at the Southeast corner of Lot 4 of the E. B. Hull tract; thence with the South line of said Lot 4, South 69° 40' 00" West 30 feet to the intersection with the centerline of a 60 foot wide road and utility easement designated as Morgan Meadows Lane for the true Point of Beginning; thence with the centerline of said Morgan Meadows Lane, North 36° 36' 51" West 68.78 feet, North 26° 51' 01" West 100.58 feet, North 33° 44' 30" West 114.23 feet, North 30° 27' 47" West 100.46 feet, North 15° 21' 17" West 180.03 feet, North 13° 22' 54" West 122.28 feet, North 15° 59' 08" West 90.20 feet, North 31° 39' 35" West 106.46 feet, North 38° 50' 06" West 113.45 feet, North 50° 25' 02" West 132.05 feet, North 70° 32' 35" West 131.92 feet, South 77° 38' 36" West 174.86 feet, South 80° 16' 32" West 194.13 feet, South 88° 18' 47" West 147.43 feet, North 86° 24' 11" West 171.83 feet, South 88° 19' 05" West 190.12 feet, South 85° 28' 17" West 185.04 feet and North 70° 54' 34" West 103.89 feet to a point designated as Point "F"; thence continue with the centerline of said Morgan Meadows Lane, North 54° 18' 51" West 69.20 feet, North 24° 30' 54" West 145.76 feet, North 55° 44' 30" West 109.64 feet, North 84° 00' 50" West 221.98 feet, North 70° 01' 48" West 144.62 feet, North 29° 49' 46" West 70.68 feet, North 4° 31' 34" East 116.20 feet, North 40° 01' 57" East 112.85 feet, North 79° 46' 45" East 144.33 feet, South 87° 01' 13" East 153.51 feet, North 62° 35' 54" East 110.58 feet, North 35° 52' 52" East 154.60 feet, North 38° 53' 57" East 128.27 feet, North 50° 47' 44" East 168.20 feet, North 58° 54' 34" East 184.55 feet, North 54° 04' 40" East 542.42 feet, North 47° 33' 00" East 94.41 feet, North 0° 10' 14" West 110.84 feet and North 19° 50' 43" West 137.00 feet to the intersection with the Lincoln County / Pike County line for the termination of said Morgan Meadows Lane.

AND, beginning at designated Point "F" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Fox Hollow Lane, South 73° 58' 11" West 122.33 feet, South 68° 04' 44" West 229.56 feet, South 52° 54' 57" West 167.95 feet, South 45° 42' 31" West 124.35 feet and South 29° 17' 55" West 315.00 feet for the termination of said Fox Hollow Lane.

MEMORANDUM REGARDING DECLARATION

THIS MEMORANDUM REGARDING DECLARATION ("Memorandum"), is made this 15th day of April, 1999 by EASTERN MISSOURI DEVELOPMENT, INC., a Missouri corporation ("Grantor"). This Memorandum shall serve as notice to all interested persons that the certain Declaration of Roadways, Easements and Restrictions ("Declaration"), dated June 15, 1998 by Grantor, recorded in Book 1065, Page 72 of the Lincoln County Deed Records, has been modified and amended, as follows:

1. That certain real estate located in Pike County, Missouri, described in that certain First Amendment to Declaration of Roadways, Easements and Restrictions ("First Amendment"), dated April 15, 1999, recorded in Book 325, Page 5734, of the Pike County Deed Records, is now subject to all the terms, conditions and restrictions, of the Declaration and the present and future owners of the Pike County Property (defined therein) shall be entitled to the benefit of and subject to the roadway, right-of-way and utility easements described in the Declaration and the First Amendment.

2. Due to clerical error, certain exhibits to the Declaration were omitted and others were improperly attached when recorded. Therefore, Exhibit A and Exhibit B of the Declaration are hereby deleted in their entirety and Exhibit A, attached hereto and made a part hereof by this reference, correctly describes the property subject to the Declaration in Lincoln County, and Exhibit B, attached hereto and made a part hereof by this reference, correctly describes the roadway and utility easements established by the Declaration. The attached Exhibit A and Exhibit B are hereby made a part of the Declaration as if originally set out therein.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its President as of the day and year first above written.



EASTERN MISSOURI DEVELOPMENT, INC.

By Richard A. Nolting, President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 15th day of April, 1999, before me appeared Richard A. Nolting, to me personally known, who, being by me duly sworn, did say that he is the President of EASTERN MISSOURI DEVELOPMENT, INC., 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 that said instrument was signed and sealed in behalf of said company, by authority of its Board of Directors; and said Richard A. Nolting 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.

Notary Public signature



My Commission Expires: NOTARY PUBLIC STATE OF MISSOURI MY COMMISSION EXPIRES 06/30/00

PROPERTY DESCRIPTION

Part of Lots Three (3) and Six (6) and Seven (7) of the Stonebraker tract, and Lot Three (3) and part of Lots One (1) and Four (4) of the E. B. Hull tract, and Part of Lot Three (3) of U. S. Survey #1708, Township Fifty-one (51) North, Range One (1) and Two (2) West of the 5th. P.M., lying in Lincoln County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of Lot 3 of said U. S. Survey #1708; thence with the North line of said Lot 3, North 69° 40' 00" East 830.00 feet to an iron rod for the true Point of Beginning; thence South 20° 11' 00" East 3100.00 feet to an iron rod; thence South 37° 44' 27" West 979.53 feet to a point on the West line of said U. S. Survey #1708; thence with the West line of said U. S. Survey #1708, South 20° 11' 00" East 290.68 feet to a property corner, being North 20° 11' 00" West 658.02 feet from the intersection of the centerline of Brushy Creek with the West line of said U. S. Survey #1708; thence with a property line, North 59° 40' 33" East 727.60 feet to a fence corner post, property corner; thence with a property line, South 24° 00' East 176.88 feet to an iron rod; thence with a property line, South 16° 00' West 669.24 feet to a property corner in the center of Brushy Creek; thence with the centerline of said Brushy Creek, North 28° 21' 46" East 288.40 feet, North 80° 45' 38" East 121.32 feet, South 65° 21' 58" East 75.12 feet and North 60° 04' 41" East 391.72 feet to a point; thence leaving said creek, North 86° 08' 42" West 45.66 feet; thence North 59° 45' 15" East 403.97 feet; thence North 57° 07' 35" East 165.54 feet, thence North 56° 48' 13" East 169.66 feet; thence North 42° 59' 24" East 215.91 feet; thence South 54° 23' 20" East 49.35 feet to the centerline of said Brushy Creek; thence with the centerline of said creek, North 79° 46' 13" East 130.86 feet, North 63° 54' 21" East 640.34 feet, North 8° 37' 00" East 122.88 feet, North 37° 14' 31" East 147.82 feet, South 89° 12' 45" East 304.16 feet, North 18° 15' 35" East 236.81 feet, North 3° 32' 10" East 863.00 feet, North 49° 50' 53" East 118.06 feet, North 27° 17' 57" East 269.88 feet, North 82° 55' 42" East 117.28 feet, North 64° 08' 56" East 28.06 feet, North 2° 13' 14" West 78.63 feet, North 79° 14' 30" West 121.38 feet, North 18° 59' 33" East 133.86 feet, North 43° 34' 01" East 62.88 feet, North 58° 22' 11" East 91.06 feet and North 54° 58' 00" East 136.98 feet to the intersection with the East line of said Lot 3; thence leaving said creek and with the East line of said Lot 3, North 20° 54' 46" West 1990.54 feet to an iron rod; thence South 75° 05' 13" West 507.04 feet to a point; thence South 69° 40' 00" West 600.00 feet to an iron rod at the East bank of a creek; thence with the East bank of said creek, North 48° 22' 09" West 510.77 feet to an iron rod on the North line of Lot 3 of said U. S. Survey #1708, also being the South line of Lot 3 of the E. B. Hull tract; thence with the South line of Lots 3 and 4 of said E. B. Hull tract, North 69° 40' 00" East 2736.90 feet to the Southeast corner of Lot 4 of said E. B. Hull tract, also being the Southwest corner of Lot 5 of the Stonebraker tract; thence with the West line of Lot 5 of said Stonebraker tract, North 20° 40' 00" West 1928.60 feet to an iron rod, being the Northwest corner of Lot 5 of said Stonebraker tract; thence with the North line of Lots 5 and 4 of said Stonebraker tract, North 69° 40' 00" East 2279.60 feet to the Northwest corner of Lot 3 of said Stonebraker tract, also being on the Lincoln/Pike County line; thence with the West line of Lot 3 of said Stonebraker tract, South 20° 40' 00" East 1928.60 feet to the Southwest corner of Lot 3 of said Stonebraker tract; thence North 69° 40' 00" East 1139.80 feet to the Southeast corner of Lot 3 of said Stonebraker tract; thence with the East line of Lot 3 of said Stonebraker tract, North 20° 40' 00" West 1482.40 feet to the intersection with the Lincoln/Pike County line; thence with said County line, North 89° 00' 00" West 1226.46 feet; to the Northwest corner of Lot 3 of said Stonebraker tract; thence continue with said County line, North 89° 00' 00" West 4206.22 feet; to the intersection with the North line of Lot 4 of the E. B. Hull tract; thence with the North line of Lots 4 and 3 of said E. B. Hull tract, South 50° 52' 20" West 910.37 feet to a corner of Lot 3 of said E. B. Hull tract; thence with the East line of Lots 3 and 1 of said E. B. Hull tract, North 20° 58' 35" West 633.42 feet to the intersection with said County line; thence with said County line, North 89° 00' 00" West 3549.36 feet to the intersection with the West line of Lot 1 of said E. B. Hull tract; thence South 20° 11' 00" East 1415.42 feet to the Southwest corner of Lot 1 of said E. B. Hull tract; thence North 69° 46' 47" East 1917.50 feet to the Northwest corner of Lot 3 of said E. B. Hull tract; thence South 20° 11' 00" East 3670.53 feet to the Southwest corner of Lot 3 of said E. B. Hull tract, being on the North line of Lot 3 of U. S. Survey #1708; thence with the North line of Lot 3 of said U. S. Survey #1708, South 69° 40' 00" West 1087.50 feet to the Point of Beginning.

60 foot wide Road and Utility Easement Descriptions
Cornerstone Farms (Lincoln County)

A 60 foot wide road and utility easement for rights of ingress and egress and installation of utilities over the existing roads located in part of Lots Three (3) and Six of the Stonebraker tract, and Lot Three (3) and part of Lots One (1) and Four (4) of the E. B. Hull tract, and Part of Lot Three (3) of U. S. Survey #1708, Township Fifty-one (51) North, Range One (1) and Two (2) West of the 5th P.M., lying in Lincoln County, Missouri, the centerlines of which are described as follows:
Commencing at the Northwest corner of Lot 3 of said U. S. Survey #1708; thence with the West line of said U. S. Survey #1708, South 20° 11' 00" East 3878.67 feet to the intersection with the centerline of a 60 foot wide road and utility easement designated as Pump House Lane for the true Point of Beginning; thence with the centerline of said Road, North 45° 16' 15" East 53.84 feet, North 55° 52' 07" East 363.72 feet, North 47° 22' 27" East 84.83 feet, North 24° 38' 51" East 103.04 feet, North 26° 47' 28" East 114.46 feet, North 33° 57' 23" East 225.00 feet, North 40° 49' 34" East 78.50 feet, North 53° 13' 03" East 61.69 feet, North 60° 29' 23" East 398.45 feet, North 59° 35' 15" East 208.76 feet, North 68° 59' 37" East 235.43 feet, North 49° 53' 18" East 282.47 feet, North 40° 23' 14" East 197.39 feet, North 38° 52' 15" East 186.23 feet and North 10° 03' 16" East 371.00 feet to a point designated as Point "A"; thence continue with the centerline of said Pump House Lane, North 17° 30' 40" West 313.20 feet, North 57° 04' 06" West 318.89 feet, North 47° 49' 00" West 582.04 feet and North 45° 14' 24" West 190.74 feet to a point designated as Point "C"; thence continue with the centerline of said Pump House Lane, North 22° 27' 22" West 605.04 feet to a point designated as Point "D"; thence continue with the centerline of said Pump House Lane, North 51° 07' 06" West 307.28 feet to a point designated as Point "E"; thence continuing with the centerline of said Pump House Lane, North 51° 07' 06" West 88.00 feet, North 18° 21' 34" West 189.85 feet, North 21° 14' 00" East 150.49 feet, North 33° 48' 55" East 70.38 feet, North 10° 24' 19" East 95.21 feet, North 19° 59' 53" West 62.43 feet, North 30° 48' 03" West 170.63 feet, North 27° 13' 11" West 97.27 feet, North 21° 55' 40" West 406.95 feet, North 12° 40' 41" West 62.51 feet, North 7° 33' 45" East 150.75 feet, North 13° 56' 41" East 234.00 feet, North 4° 38' 28" East 97.02 feet, North 13° 18' 24" West 95.80 feet, North 25° 44' 23" West 143.75 feet, North 15° 34' 48" West 82.28 feet, North 52° 20' 17" West 79.28 feet, North 36° 07' 49" West 52.37 feet, North 7° 13' 00" East 73.88 feet, North 15° 02' 23" East 151.11 feet, North 11° 52' 32" East 178.83 feet, North 20° 56' 45" East 78.10 feet, North 21° 01' 34" East 86.04 feet, North 7° 53' 51" East 275.25 feet, North 12° 14' 46" West 194.42 feet, North 17° 55' 38" West 115.34 feet, North 8° 08' 16" West 52.06 feet, North 23° 14' 05" East 81.45 feet, North 26° 12' 15" East 514.80 feet, North 18° 04' 34" East 126.69 feet, North 0° 03' 58" West 138.84 feet, North 19° 25' 43" West 99.57 feet, North 40° 11' 15" West 123.48 feet, North 67° 45' 20" West 73.01 feet, North 86° 26' 03" West 109.65 feet, South 62° 15' 40" West 128.14 feet, South 47° 08' 00" West 166.78 feet, South 39° 24' 62" West 174.07 feet, South 63° 04' 12" West 128.46 feet, South 82° 26' 39" West 183.43 feet, North 78° 14' 29" West 136.95 feet, North 50° 23' 18" West 136.67 feet, North 35° 17' 05" West 45.05 feet, North 22° 51' 43" West 397.05 feet, North 33° 48' 07" West 89.50 feet, North 53° 11' 00" West 93.25 feet, North 67° 48' 17" West 96.73 feet, North 89° 00' 00" West 494.00 feet, South 70° 29' 25" West 123.34 feet, South 48° 39' 07" West 274.77 feet, South 45° 20' 00" West 260.74 feet, South 54° 19' 29" West 297.22 feet, South 25° 28' 36" West 192.00 feet, South 63° 37' 34" West 223.72 feet and South 58° 50' 26" West 185.19 feet to the intersection with the West line of said U. S. Survey #1708 being in a County Road.

AND, beginning at designated Point "A" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Brushy Creek Court, North 4° 30' 20" East 217.42 feet to a point being designated as Point "B"; thence continue with the centerline of said Brushy Creek Court, South 82° 00' 21" East 92.97 feet and North 89° 13' 23" East 254.44 feet; thence beginning at designated Point "B" and with the centerline of said Brushy Creek Court, North 53° 38' 39" West 138.23 feet to the intersection with the centerline of said Pump House Lane.

AND, beginning at designated Point "C" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Fawn Haven Court, South 33° 06' 47" West 598.10 feet, South 16° 59' 14" West 385.40 feet and South 9° 24' 29" West 161.65 feet for the termination of said Fawn Haven Court.

AND, beginning at designated Point "D" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Rustic View Court, North 64° 42' 00" East 198.29 feet, North 72° 31' 22" East 300.77 feet and North 80° 00' 00" East 200.00 feet for the termination of said Rustic View Court.

AND, beginning at designated Point "E" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Deer Tracks Court, South 56° 50' 50" West 355.00 feet for the termination of said Deer Tracks Court.

AND, a 60 foot wide road and utility easement for rights of ingress and egress and installation of utilities over the existing roads the centerline of which is described as follows:
Commencing at the Southeast corner of Lot 4 of the E. B. Hull tract; thence with the South line of said Lot 4, South 69° 40' 00" West 30 feet to the intersection with the centerline of a 60 foot wide road and utility easement designated as Morgan Meadows Lane for the true Point of Beginning; thence with the centerline of said Morgan Meadows Lane, North 36° 36' 51" West 68.78 feet, North 26° 51' 01" West 100.58 feet, North 33° 44' 30" West 114.23 feet, North 30° 27' 47" West 100.46 feet, North 15° 21' 17" West 180.03 feet, North 13° 22' 54" West 122.28 feet, North 15° 59' 08" West 90.20 feet, North 31° 39' 35" West 106.46 feet, North 38° 50' 06" West 113.45 feet, North 50° 25' 02" West 132.05 feet, North 70° 32' 35" West 131.91 feet, South 77° 38' 36" West 174.86 feet, South 80° 16' 32" West 194.13 feet, South 88° 18' 47" West 147.43 feet, North 86° 24' 11" West 171.83 feet, South 88° 19' 05" West 190.12 feet, South 85° 28' 17" West 185.04 feet and North 70° 54' 34" West 103.89 feet to a point designated as Point "F"; thence continue with the centerline of said Morgan Meadows Lane, North 54° 18' 51" West 69.20 feet, North 24° 30' 54" West 145.76 feet, North 55° 44' 30" West 109.64 feet, North 84° 00' 50" West 221.98 feet, North 70° 01' 48" West 144.62 feet, North 29° 49' 46" West 70.68 feet, North 4° 31' 34" East 116.20 feet, North 40° 01' 57" East 112.85 feet, North 79° 46' 45" East 144.33 feet, South 87° 01' 13" East 153.51 feet, North 62° 35' 54" East 110.58 feet, North 35° 52' 52" East 154.60 feet, North 38° 53' 57" East 128.27 feet, North 50° 47' 44" East 168.20 feet, North 58° 54' 34" East 184.55 feet, North 54° 04' 40" East 542.42 feet, North 47° 33' 00" East 94.41 feet, North 0° 10' 14" West 110.24 feet and North 19° 50' 43" West 137.90 feet to the intersection with the Lincoln County / Pike County line for the termination of said Morgan Meadows Lane.

AND, beginning at designated Point "F" described above; thence with the centerline of a 60 foot wide road and utility easement designated as Fox Hollow Lane, South 73° 58' 11" West 122.33 feet, South 68° 04' 44" West 229.56 feet, South 52° 54' 57" West 167.95 feet, South 45° 42' 31" West 124.35 feet and South 29° 17' 53" West 315.00 feet for the termination of said Fox Hollow Lane.

STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

APR 21 1949

At 9 o'clock 15 Minutes A.M.
MELBA HOUSTON, Recorder
90

STATE OF MISSOURI
County of Lincoln

I hereby certify that this instrument was
FILED FOR RECORD on 4-21-49
at 9 o'clock 15 min A.M. and is
recorded in Book 1153 Page 211

MELBA HOUSTON
Recorder of Deeds

By Jane Howard Deputy

