

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ZOAR RIDGE ESTATES
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, LOUIS W. ROLWES and FRANCES E. ROLWES, TRUSTEES OF THE FRANCES E. ROLWES REVOCABLE LIVING TRUST DATED MAY 28, 2004, Owner/Developer of the following described parcel of land, recorded in Plat Book 14, Page 190, a subdivision in Lincoln County, Missouri:

SEE EXHIBIT "A" ATTACHED HERETO.

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

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

Article I: Definitions

1. Association – shall mean and refer to Zoar Ridge Estates and the collective Lot Owners of Lots in Zoar Ridge.
2. The Declaration of Covenants, Conditions and Restrictions – shall mean the Declaration of Covenants, Conditions and Restrictions of Zoar Ridge Estates.
3. Developer - shall mean the current acting Trustees of The Frances E. Rolwes Revocable Living Trust Dated May 28, 2004, or any successor in interest or assign of The Frances E. Rolwes Revocable Living Trust Dated May 28, 2004.
4. Lot – shall mean and refer to any plot of land shown upon the Record Plat of Zoar Ridge Estates, recorded in Plat Book 14, Page 190 in the Lincoln County Recorder of Deeds Office. It shall not mean a Lot which is still held by the Owner/Developer or any successor Developer.
5. Lot Owner – shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple ownership to any Lot, which is a part of Zoar Ridge Estates, and shall exclude those having such interest merely as security for the performance of an obligation. The Owner/Developer or any successor in interest shall not be considered a Lot Owner.
6. Member – shall mean and refer to every person or entity that holds membership in the Association.
7. Membership in the Association – shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple ownership to any Lot, which is a part of Zoar Ridge

Estates, but excluding those having such interest merely as security for the performance of an obligation.

8. Owner or Owner/Developer- shall mean the current acting Trustees of The Frances E. Rolwes Revocable Living Trust Dated May 28, 2004, or any successor in interest or assign of The Frances E. Rolwes Revocable Living Trust Dated May 28, 2004 ownership of any parcel of real property located in the Subdivision, aside from the sale of lots to individual owners for the construction of personal dwellings or personal residences upon the lots.
9. Subdivision – shall mean Zoar Ridge Estates.
10. Zoar Ridge – shall mean Zoar Ridge Estates.

Article II: Creation and Selection of Trustees; Annual Meetings and Special Meetings

1. There is hereby created a Board of Trustees, herein before and herein after called “Trustees” which will consist of three (3) in number and will be the governing body of the Subdivision and Association and shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants.
2. Trustees:
 - a. The first Board of Trustees shall initially consist of only the Owner/Developer until 100% of the Owner/Developer’s Lots are sold in the Subdivision. Owner expressly reserves the right to be the sole member of the Board of Trustees of the Subdivision until this provision is satisfied.
 - b. After 100% of the Lots in the Subdivision have been sold, there shall be a meeting held of all Lot Owners to elect the three (3) Trustees to replace the Owner. The person with the highest number of votes shall serve as Trustee for an initial term of two (2) years. The person receiving the second and third highest number of votes shall serve as Trustees for an initial term of one (1) year.
 - c. At the next annual meeting and each year thereafter there shall be an election to select the successor Trustee for the Trustee whose term is completed. The Trustee(s) elected at this meeting will serve for a term of two (2) years, which shall be the term of each Trustee from that election forward.
3. Thereafter, each member of the Board of Trustees shall serve for a term of two (2) years or until his successor shall have been elected and qualified, and until his successor shall be elected from the Lot Owners by a majority vote.
4. In the event any Trustee shall die or decline to act or become incompetent to act for any reason, then the remaining Trustees shall appoint a successor Trustee to serve the replaced Trustee’s remaining term.
5. The act or acts of any two (2) of the Trustees shall for the purpose of this indenture, have the same force and effect as if all of the Trustees performed such act or acts. The decision of two-thirds (2/3) of the Board of Trustees shall be binding and conclusive upon the entire Board.
6. A meeting of existing Lot Owners shall be held on first (1st) Saturday in May, 2013 and on the first (1st) Saturday in May every year thereafter for the purpose of electing Trustees and transacting any other business properly before the Lot Owners. Said meeting shall be set at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving Ten (10) days written notice by either (i) posting notices in the subdivision in five (5) places likely to be seen by the Lot Owners; (ii) delivering the notice by personal delivery to the Lot Owner; or (iii) sending the notice by first class mail to all recorded Lot Owners in the Subdivision. However failure to give the notices shall not affect the meeting and the validity of

actions at the meeting. A meeting can be continued to another date by the Trustees by providing written notice as provided within this section.

7. In all voting, whether for the election of Trustees, or for any other purpose whatsoever, each Lot shall represent one (1) vote.
8. Special meetings of the Subdivision Lot Owners may be called by the Trustees upon their own motion or upon the written petition of two-thirds (2/3) of the Lot Owners in the subdivision.
9. The Board of Trustees shall elect a person to fill the offices of Chairperson, Vice Chairperson, Secretary and Treasurer at each annual meeting. The Chairperson and Vice Chairperson shall be Trustees of the subdivision. The offices of Secretary and Treasurer may be filled by persons who are not Trustees or Lot Owners, if elected by the Trustees. The terms of each office shall be one (1) year and reelection shall occur at each annual meeting. The duties of the offices are as follows:
 - a. Chairperson – shall preside at all meetings of the Trustees, shall be the chief executive officer of the association and subject to the control of the Trustees, shall have general charge and supervision of the affairs of the Subdivision. The Chairperson shall preside at all meetings of the Lot Owners.
 - b. Vice Chairperson – shall have such duties and powers as the Trustees shall determine. The Vice Chairperson shall have and may exercise all the powers and duties of Chairperson during the absence of the Chairperson or in the event of his or her inability to act.
 - c. Secretary – shall record and maintain records of all proceedings of the Subdivision in a book or series of books kept for that purpose, which book or books shall be kept within the principal office of the Subdivision or at the office of its resident agent and shall be open at all reasonable times to the inspection of a Lot Owner.
 - d. Treasurer – shall be the chief financial officer and the chief accounting officer of the Subdivision. The Treasurer shall be in charge of the Subdivision's financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. The Treasurer shall have such other duties and powers as designated by the Trustees or the Chairperson. The Treasurer shall also be in charge of the Subdivision's books of account and accounting records, and of its accounting procedures.

Article III: Powers and Duties of Trustees

The Trustees of the Subdivision are hereby vested with the following rights, powers and duties:

1. The Trustees shall have the power and authority to prevent, in their own names as Trustees, violation of any express trust, any infringement, any violation of local, state or federal law, and to compel the performance of any restriction, covenant, condition or indentures set forth herein and in any valid amendment. This provision is intended to be cumulative and shall not restrict the right of any Lot Owner from proceeding in his own behalf. The power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.
2. The Trustees and their successors are hereby authorized empowered and granted the right to make assessments upon and against the several Lots in the Subdivision for the purpose and at the rate hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this Paragraph and its subparagraphs as well as hereinafter provided in Paragraph 3 and its subparagraphs.
 - a. To make uniform assessments, not to exceed TWO HUNDRED DOLLARS and NO/100 (\$200.00) on each Lot in any one (1) year, upon and against the several Lots in said subdivision for the purpose of carrying out the general duties and powers of the

- Trustees to defend and enforce the restrictions, for improvements and maintenance and upkeep of the streets and roads of the Subdivision, for the street lights and the electricity necessary to operate the lights, for the electricity necessary to operate the wells and water systems of the subdivision, and the improvement maintenance and upkeep of the water systems and wells of the Subdivision. This assessment shall be due on the first (1st) day of March each year and shall be prorated to the buyer of any Lot at closing.
- b. Owner shall not be liable to pay for any assessment in this paragraph or any other assessment upon Owner's Lot(s) in the Subdivision. The purchaser of any Lot owned by Owner shall pay the full year's assessment at closing.
 - c. If at any time the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments provided herein, they shall submit in writing to the Lot Owners for approval an outline of the plan of the project contemplated, and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment stated shall be approved by written consent of the Lot Owners constituting three-fourths (3/4) or more Lots in said subdivision (excluding the Lots owned by the Owner), the Trustees shall in the manner hereinafter described in Article III(3)(2), notify all Owners of Lots in said subdivision of the additional assessments, the limit of TWO HUNDRED DOLLARS and NO/100 (\$200.00) per year for general purposes as provided in Article III(2)(a) shall not apply to any assessment made under the provision of this paragraph.
3. All assessments, either general or special, made by the Trustees for the purpose enumerated within this document or any amendment shall be made in the manner and subject to the following procedure, to wit:
- a. Subject to the above consent of the Lot Owners, no assessment shall be made except upon resolution adopted by a majority of the Trustees, at a meeting of the Trustees which resolution shall be incorporated into and made a part of the minutes of such meeting. Minutes shall be kept of all Trustees' Meetings.
 - b. Notice of all assessments may be given by (i) US Mail, addressed to the last known or usual post office address of the holder of the legal title of the Lot; (ii) may be given by posting a brief notice of the assessment upon the Lot itself; or (iii) by personally serving the holder of the legal title of the Lot. Service in any one (1) of the said methods shall be sufficient.
 - c. Assessments shall be made on all Lots which are shown on the recorded plat of the Subdivision.
 - d. Every assessment, as described in this document, shall become due and payable within thirty (30) days after notice is given as herein provided. From and after the date when said assessments are due, it shall bear interest at the highest rate allowed by law per annum until paid and such assessment and interest shall constitute a lien upon said Lot. Said lien shall continue in full force and effect until said amount is paid in full, inclusive of all interest, all attorney's fees and all costs associated with the filing of the lien, removal of the lien and any legal action to enforce the lien. Any lien shall never be prior to and shall always be subordinate to any Deed of Trust of record whether before or after, in point in time of filing.
 - e. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Trustees may in addition execute and acknowledge an instrument reciting the levy of the assessment with respect to any one (1) or more Lots and may cause the same to be recorded in the Recorders Office in the County of Lincoln, State of Missouri, and the Trustees shall, upon payment, cancel or release any one (1) or more Lots from

the liability for assessment, as shown by recorded instrument, by executing, acknowledging and recording at the expense of the Lot Owner of the property affected, a release of such assessment with respect to any Lot or Lots affected, and the Trustees shall cause to be noted from time to time in the minutes of its proceedings the payments made on account of assessments. The assessment shall constitute a lien whether recorded or not.

- f. All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessments.
 - g. All assessments shall be held by the Treasurer under terms agreed upon by the Trustees.
4. The Trustees may receive, hold, convey, dispose or administer in trust for any purpose mentioned in this indenture, the Declaration of Covenants, Conditions and Restrictions, any gift, grant, conveyance or donation of money, real or personal property.
 5. The Trustees are authorized to accept, develop, own and operate a water supply and water distribution system including the ownership of real estate, wells and pumping systems as well as easements, pipes, wells and pumping systems and the easements, pipes, apparatus and everything necessary to distribute water to the various Lots in the Subdivision. The Trustees and their successors are hereby authorized empowered and granted the right to make assessments upon and against the Lots in the Subdivision for the purposes provided in this paragraph.
 6. The Trustees shall have the authority to consider, approve or reject any and all plans and specifications for any and all buildings, additions to buildings, structures, fences, swimming pools, tennis courts or other recreational facilities proposed to be constructed, placed or built upon any Lot. This shall not include the approval of the primary residence, which must be in accordance with other terms of this indenture.
 7. The Trustees shall have the authority to consider, approve or reject any exterior lighting, exterior television or radio antennas, exterior television satellite dishes which are proposed to be constructed, placed or built upon any Lot.
 8. The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this this indenture, the Declaration of Covenants, Conditions and Restrictions, may from time to time enter into contracts, employ agents, servants, professionals such as attorneys or accountants, and labor as they may deem necessary. The Trustees may employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively in their capacity as Trustees.
 9. In the event that the Trustees employ legal counsel to research, institute and/or prosecute such suits to enforce the terms of this indenture, the Declaration of Covenants, Conditions and Restrictions, against any Lot Owner, such Lot Owner shall pay all attorney's fees and costs associated with such suit. In the event that the Trustees employ legal counsel to place a lien upon a Lot, the Lot Owner shall pay all attorney's fees and costs associated with the placement and removal of the lien.
 10. Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against Lot Owner(s) as herein provided.
 11. The Trustees, including the Owner/Developer while it or any of its representatives are serving as a Trustee, shall not be personally liable for any debt, liability or obligation of the subdivision. All persons, associations or other entities extending credit to, contracting with, or having any claim against the Subdivision may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for payment of any debt, damages, judgment or

decree, or of any money that may otherwise become due or payable to them from the Subdivision Trustees.

Article IV: Reserved Rights of Owner/Developer and Amendment of Restrictions

1. The Owner/Developer hereby expressly reserves the exclusive right to amend these indentures, the Declaration of Covenants, Conditions and Restrictions of Zoar Ridge Estates, without approval of the Trustees or Lot Owners in the Subdivision. The Owner/Developer hereby expressly reserves the exclusive right to grant variances from the restrictions set forth herein or in any amendment. The rights conferred to the Owner/Developer herein shall continue until the Owner/Developer, or any successor Developer, owns no Lots in the Subdivision.
2. The Owner/Developer may assign any or all of its rights as Owner/Developer to a subsequent Developer.
3. The Owner/Developer shall not be liable to pay any assessments on any of the Lots owned by Owner/Developer.
4. The Owner/Developer shall not be liable to pay for any maintenance or improvements of the roads, streets, water systems and wells in the Subdivision.
5. The Owner/Developer shall not be liable to any Lot Owner for its actions. Any Lot sold by Owner/Developer is sold as is, and the Owner/Developer makes no representation as to the property or its fitness for use by the subsequent purchaser from the Owner/Developer.
6. Any reference to Trustee shall refer to the Owner/Developer until such time as the Owner/Developer owns no Lots in the Subdivision or until the Owner/Developer voluntarily relinquishes the position of sole Trustee and appoints the Board of Trustees as provided above.
7. Owner/Developer hereby expressly reserves the exclusive right to turn its duties as sole Trustee over to a professional management company or escrow company which shall manage the affairs of the Subdivision until such time as Owner no longer owns Lots in the Subdivision, at which time the management shall be turned over to the Trustees.
8. These indentures, the Declaration of Covenants, Conditions and Restrictions of Zoar Ridge Estates, may be changed, modified or amended at any time in the future by a written covenant signed by the Owners of two-thirds (2/3) of the Lots in the Subdivision. The amendment or modification is to become effective only upon recording of the same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such amendment or modification will not require the signatures of any holder of a mortgage, Deed of Trust, or other lien against the respective Lots or the improvements thereon.

Article V: Restrictions Upon the Lots in the Subdivision

1. Each and every one of the covenants, conditions and restrictions set forth in this document shall be binding upon each Lot of the Subdivision, shall run with the land and shall bind each subsequent Lot Owner.
2. All streets and easements shall remain for the private roadway use of the Lot Owners in the Subdivision and for no other Tracts of adjoining land except as provided herein; provided however that the Trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owner expressly except from this dedication the water distribution system, the "Well Easement" and reserve unto themselves the right to use the streets and easements for installation, repair and maintenance of the water distribution system.
3. All easements designated by deed or by the Plat are hereby created and established for the installation and maintenance of all utilities and drainage facilities and any other purpose shown thereon or any other purpose declared by the Trustees.

4. All Lots must be sold as originally sold, with no purchaser re-subdividing or reselling any portion of any original Lot or granting easements across for any purpose. The term "Lot" as used herein shall mean the original tract as sold by the Owner listed above, whether sold by lot number or a metes and bounds description. Owner/Developer retains the right to modify the boundary lines so long as the lots do not decrease in acreage.
5. There shall be no commercial use of any Lot, except by the Owner, professions or business. Said profession or business is defined as: "Any occupation or profession carried out by a member of the immediate family, residing on the premises, in connection with which there is used no sign other than a nameplate, or no display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling, there is no commodity sold upon the premises; no person is employed other than a member of the immediate family residing on the premise; and no mechanical equipment is used except such as is permissible for purely domestic household purpose."
6. No dwellings or buildings shall be located within fifty (50) feet of the centerline of the right of way or road and seventy-five (75) feet from the center point of the cul de sac and no building may be constructed within twenty (20) feet of any property line or as designated on the recorded plat. Lots 13 and 14 shall have the additional restriction that no dwelling or building shall be placed within forty (40) feet of the Old Cemetery as shown on the Plat located at Book 14 Page 190 of the Office of the Lincoln County Recorder Deeds.
7. Septic tanks shall meet all County and State Health Department Standards and requirements.
8. Any building erected, altered, placed or permitted to remain on any Lot shall be limited to one (1) single-family dwelling, which must include at least a two (2) car attached garage. Out-buildings may erected only upon approval of the Trustees. The attached garage must be side entry unless approved by the Owner/Developer or Trustees if the Owner/Developer no longer owns any lots in the subdivision. Any driveway must be paved with either concrete or asphalt upon the completion of the residence.
9. Each single family residence placed upon any Lot shall have:
 - a. a minimum of EIGHTEEN HUNDRED (1800) square feet of living area, if it is:
 - i. a dwelling of the design commonly referred to or known as a one-story dwelling;
 - ii. a dwelling of the design commonly referred to or known as a split-foyer ; or
 - iii. a dwelling of the design commonly referred to or known as a split-level.
 - b. a minimum of TWENTY-THREE HUNDRED (2300) square feet of living area, if it is a two story residence.
 - c. The square footage required herein is applicable to total living area and shall be exclusive of the square footage of an attached garage, open porch(es) or basements.
 - d. No residence shall have a flat roof or false front unless the design is approved by the Trustees.
 - e. No residence shall have more than eight (8) inches of exposed bare foundation.
 - f. Residences must have a minimum pitch roof of 5/12.
 - g. No residence shall be what is commonly referred to or known as an earth contact home.
 - h. Any residence constructed upon any Lot shall be of all new materials except brick or stone.
 - i. Eaves, steps and open porches are not considered as part of the living area of the dwelling.
 - j. All residences must have a minimum of 50% brick and/or stone on the front of the residence.
 - k. No residence shall have roll tarpaper or shingles utilized on any exterior wall.

10. No structure of temporary character, portable storage building, trailer, manufactured home, modular home, mobile home, recreational vehicle, tent or shack shall be placed upon any Lot at any time, provided that a Lot may have a limit of one (1) recreational vehicle and one (1) boat parked on a Lot outside of a fully enclosed structure if such recreational vehicle and/or boat is parked on a concrete pad behind the rearmost point of the residence from the Subdivision street access.
11. Outbuildings, such as barns, sheds, shops and unattached garages must be approved by the Trustees thirty (30) days prior to construction. The aforementioned building must be complementary of the dwelling and shall be built with like building materials and colors matching the residence. No additions of any type shall be made to the original residence unless it is approved by the Trustees.
12. No building shall have a flat roof or false front unless the design is approved by the Trustees.
13. Liquid Propane (L.P.) tanks must be kept behind the home and out of sight, or behind a privacy fence.
14. Construction plans and specifications and a plan showing the location of the structure must be approved by the Trustees as to the quality of workmanship and materials, harmony of external design with existing structure on the Lot and as to the location with respect to topography and finish grade elevation before any building shall be erected, placed or altered on any residential lot, inclusive of the initial residence. The Lot Owner shall be responsible for all erosion control during the construction and during the improvement of property. The exterior of the house shall be completed within six (6) months of the startup date. Landscaping, seeding and grading shall be completed within nine (9) months of the startup date. Should the foregoing time requirement not be met, a special assessment of TWO HUNDRED FIFTY DOLLARS and NO/100 (\$250.00) shall be payable by the Lot Owner for each month the building is not completed.
15. Plans contemplating approval shall be submitted to the Trustees and be rejected or accepted by the Trustees within thirty (30) days. If the Trustees fail to reject or accept said plan during the thirty (30) day period, acceptance shall be conclusively presumed.
16. Any building erected shall be constructed of wood, vinyl, steel, concrete, brick, stone or any combination of the foregoing. No building shall have roll tarpaper or shingles utilized on any exterior wall.
17. Any building or residence shall have its footings, foundations and or basements constructed of poured concrete.
18. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision. No Lot Owner may carry on any practice, or permit any practice to be carried on, which constitutes a nuisance or unreasonably interferes with the quiet enjoyment of the other Lots and Lot Owners by way of excessive noise, foul odors, garish lighting, health hazards, traffic congestion or safety hazards. Each Lot and the structures on each Lot are to be maintained in attractive, clean and sanitary conditions and no Lot Owner may place or permit to be placed any garbage, trash or rubbish anywhere on the Lot than in a completely enclosed building upon the Lot Owners Lot. The Trustees may provide a twenty (20) day written notice to a Lot Owner, in accordance with the notice service provisions of Article III(3)(2), of a deficiency in the maintenance of Lot Owner's Lot. If Lot Owner has not complied with the provisions of the notice to correct the deficiency, the Trustees shall have the right to enter said Lot and correct the deficiency and an assessment of costs associated with the correction of the deficiency may be made and charged against the Lot.
19. Firearms shall not be discharged in the Subdivision.

20. No Lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of any individual family unit as a residence.
21. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot, provided however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot upon which it is erected, except the Owner may erect signs for advertising at the entrance.
22. All grasses and weeds which may grow upon any Lot shall be cut and trimmed by the Lot Owner of each Lot at least three (3) times per year. If the grasses and weeds are not cut, the Trustees shall have the right to enter said Lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the Lot.
23. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No dog, cat or other household pet shall be permitted by a Lot Owner to be off of the Lot Owner's Lot unless on a leash, controlled by some person physically able to prevent a dog, cat or other household pet from escaping.
24. No Lot shall be used for any unlawful purpose or for any purpose that will injure the reputation of the Subdivision or the peaceful enjoyment of others.
25. All fences constructed must be of new material such as wood, milling or vinyl with new posts set in concrete with the exception of rail fencing. All board fencing shall be of the type with openings aggregating not less than fifty percent (50%) of the fence. All fences must be approved by the Trustees.
26. No fence, wall, tree, hedge shrub, landscaping or plantings shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.
27. No Lot Owner may place exterior lighting which is directed outside of the boundaries of the Lot Owner's Lot.
28. No automobile, motorcycle or machinery of any kind may be dismantled, assembled, repaired or worked on in any manner upon any Lot or street in the Subdivision unless such repairs are conducted inside a private garage, screened from public view.
29. All motor vehicles remaining on any Lot or street longer than forty-eight (48) hours not in proper operating condition or that are unlicensed shall be hauled away at Lot Owners expense and an assessment of costs associated with the removal of the motor vehicle may be made and charged against the Lot.
30. No open sewage or drainage system shall be permitted for the disposal of sewage or water from the internal household, unless approved by Lincoln County Sanitation and in conformance with its requirements.
31. Trash service shall be provided by one company agreed upon by the Trustees. Each Lot Owner is responsible for the payment of Lot Owner's trash service. No junk, garbage, trash or garbage cans shall be permitted on the Lots except that garbage cans for household use may be temporarily placed at the curb during garbage pick-up days. No Lot Owner may bury junk, garbage, trash or rubbish upon any Lot.
32. All streets in the Subdivision shall be kept free of any building material, soil from construction, soil from the Lots and from obstruction by any Lot Owner or Lot Owner's property, garbage or rubbish.
33. Improvements and maintenance to the streets and roads of the Subdivision are the sole responsibility of the Lot Owners.

Article VI: Special Restrictions and Conditions


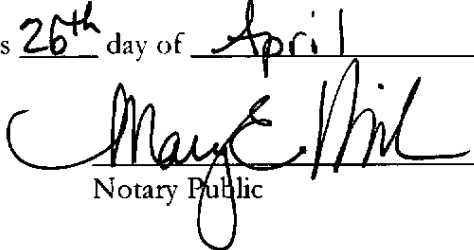
1. The Owner/Developer hereby forever gives, grants and dedicates to the Trustees of the Subdivision for the private use of the Lot Owners and the Association and the Owner/Developer while it owns any lots in the Subdivision, as perpetual easements in said land, what shall be known as the Well Easement, which shall consist of the wells and well pump pits as they are currently located. The locations of the existing wells and pump pits are in the easement areas that connects Lot 6 & 7, the easement areas that connects Lot 14 & 15, the easement areas that connects Lot 16 & 17 and the easement areas that connects Lot 2 & 3. Said Easement is for the exclusive use of the Trustees of the Subdivision in the installation and development of a water supply and water distribution system, including but not limited to the drilling of water wells, the installation of pumps and well houses, and the installation of any pipes, pumping systems and apparatus necessary thereto. The Trustees may use said Easement in any manner necessary in order to install, maintain, repair and replace a water supply and water distribution system. The Lot Owners of any Lot where a well is located may not interfere with the use of the Easement in any manner. The Trustees may in their discretion, exclude the Lot Owners, of any Lot where a well is located, from entering upon the Easement area and may fence the same. The Owner/Developer shall not be responsible for the maintenance, improvement and upkeep of the wells and water supply system and shall not be responsible for the water quality of the wells and water supply system. The Lot Owners shall be responsible for the maintenance, improvement and upkeep of the wells and water supply system and the Trustees shall have the right and authority to run the water supply system and wells and to make general and special assessments relating to the use, maintenance and improvement of the water supply system and wells.
2. The Lot Owners shall be responsible for the costs associated with Lot Owner's connection of any residence, building or tap on a Lot to any well operated by Owner/Developer or any successor in interest of Owner/Developer.
3. The Lot Owners in the Subdivision shall be responsible for the payment of any costs associated with the use of any wells as described in paragraph 1 above, inclusive of maintenance, improvement, installation and the operation of said wells providing water service to the Subdivision's Lots.
4. Owner/Developer shall not be responsible for any costs associated with the operation, maintenance, improvement or installation of any well or water system in the Subdivision and shall not be responsible for the quality of water from such wells or water systems.

Article VII: Additional Covenants, Conditions and Restrictions

1. The invalidity of any one or more provisions of this Agreement shall not render the remaining provisions invalid and that said valid provisions shall remain in full force and effect. A cancellation of any of the covenants, conditions and restrictions by judgment or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.
2. No forfeiture shall be construed for violation of these restrictions, but they may be enforced by injunction or other court action.
3. Any septic system placed upon any Lot must be approved in compliance with any local, state and federal law.
4. All section title and captions contained in this document are for convenience only and shall not be deemed part of the context or affect the interpretation of any portion of this document in any way.

STATE OF Missouri)
) ss.
COUNTY OF Lincoln)

On this 26th day of April, 2012, before me, the undersigned Notary Public appeared Frances E. Rolwes, Trustee Frances E. Rolwes Revocable Living Trust Dated May 28, 2004, to me personally known, being of lawful age and first duly sworn upon my oath, state that he/she is the person who signed the foregoing, has the authority to executed the foregoing on behalf of Trustee and that the facts and information contained in the foregoing are true and correct according to my best knowledge, information and belief.

Subscribed and sworn to before me this 26th day of April, 2012.

MARY E. RICHARDSON
My Commission Expires
July 28, 2015
Lincoln County
Commission #11420250


Notary Public

My Commission Expires:

THE UNDERSIGNED, Holder or legal owner of notes secured by a Deed of Trust recorded in Book 1862 Page 459, and a modification of Deed of Trust recorded in Book 1935 Page 359 of the Lincoln County Recorder of Deeds Office, hereby joins in and approves in every detail, the Declarations of Covenants, Conditions and Restrictions of Zoar Ridge Estates.

IN WITNESS WHEREOF, said holder or legal owner has signed and sealed these Declaration of Covenants, Conditions and Restrictions of Zoar Ridge Estates this 26th day of April, 2012.

ENTERPRISE BANK & TRUST

By: Kenneth R Gumper Jr.

Signature

Kenneth R Gumper, Jr. Sr. Vice President

Print Name, Title

State of Missouri)
) ss.
County of St. Charles)

On this 20th day of April, 2012, before me personally appeared Kenneth R. Gumper to me personally known and who being by me duly sworn, did say that he/she is the SVP of ENTERPRISE BANK & TRUST Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal or said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said KENNETH R. GUMPER acknowledged said instrument to be the free act and deed of said corporation.