

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
"OWL CREEK ESTATES"
IN THE COUNTY OF WARREN, STATE OF MISSOURI.

WHEREAS, Owl Creek, Inc., a Missouri Corporation, hereinafter referred to as "OWNER" is the owner of a tract of land situated in the County of Warren, State of Missouri, and described as follows:

A part of the Northwest quarter of Section 9 and part of the Northeast quarter of the Northeast quarter of Section 8, all in Township 46 North, Range 2 West, and described as follows:

Beginning at a "Missouri State Land Survey Authority" monument at the northwest corner of said Section 9; thence along the north line of said Section 9 South 89 degrees 15 minutes East 1654.61 feet; thence leaving the said north line South 3 degrees 8 minutes West 481.97 feet; thence South 11 degrees 13 minutes 15 seconds West 343.42 feet; thence South 7 degrees 57 minutes 10 seconds West 404.32 feet; thence North 71 degrees 36 minutes 20 seconds West 609.90 feet; thence along a curve to the left 67.77 feet, said curve having a radius of 69.83 feet and an included angle of 55 degrees 36 minutes 10 seconds; thence South 32 degrees 27 minutes 30 seconds West 382.30 feet; thence along a curve to the right 110.99 feet, said curve having a radius of 207.33 feet and an included angle of 30 degrees 40 minutes 15 seconds; thence South 83 degrees 7 minutes 45 seconds West 197.90 feet to the east right-of-way of State Highway "47"; thence along the said east right-of-way with a curve to the left 143.36 feet, said curve having a radius of 1462.61 feet and an included angle of 5 degrees 36 minutes 59 seconds and a chord of North 15 degrees 20 minutes 40 seconds West 143.32 feet; thence North 18 degrees 9 minutes 5 seconds West 851.92 feet; thence along a curve to the right 418.81 feet, said curve having a radius of 789.00 feet and an included angle of 30 degrees 24 minutes 47 seconds; thence leaving the said east right-of-way line South 89 degrees 15 minutes East 64.41 feet along the north line of said Section 8 to the point of beginning and containing 42.65 acres, more or less.

WHEREAS, the Owner has caused its' above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, in Plat Book 3, at page 98, and designated as OWL CREEK ESTATES-PLAT ONE, and hereinafter called "Subdivision", and

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

NOW THEREFORE, the Owner as maker of this covenant, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties does hereby subject all lots in 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.

1. All streets designated upon the plat of this subdivision, or additions thereto as provided in Paragraph 24 hereof, are to remain for the private roadway use of the owners of lots in this subdivision, or said additions thereto; provided, however, that the trustees may, in their discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or to any portion or portions thereof.

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

3. No lot shall be resubdivided nor any portion of any lot resold. All lots, if sold, must be sold as originally platted.

4. No lot shall be used except for residential purposes. No building, structure, or thing (except one (1) unattached carport, garage, utility or storage building not exceeding 600 square feet, and docking structure not exceeding a total of 400 square feet) shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single-family dwelling. The dwelling may include an attached carport, garage, utility or storage building.

5. No building, structure, or thing, shall be located on any lot, except Lots 7A and 7B, closer than forty (40) feet to the street line or closer than twenty (20) feet to an interior lot line. For the purposes of this covenant, awes, steps, and open porches shall not be considered as a part of a building, structure, or thing.

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

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

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

9. All repairs and maintenance of any building, structure, or thing, on said lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the trustees.

10. On Lots 1 through 23, inclusive, except Lots 7A and 7B:

(a) A dwelling of the design, commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than twelve hundred (1200) square feet.

(b) A dwelling of the design, commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached garage, of not less than twelve hundred (1200) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than thirteen hundred (1300) square feet.

11. Cnt:

(a) Lots 1 through 18, inclusive, except Lots 7A and 7B, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have first floor area exclusive of that portion encompassed within an attached garage, of not less than nine hundred sixty (960) square feet and a total living area of not less than twelve hundred fifty (1250) square feet, excluding the basement area.

(b) Lots 19 through 23, inclusive, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have first floor area exclusive of that portion encompassed within an attached garage, of not less than six hundred (600) square feet and a total living area of not less than one thousand (1000) square feet, excluding the basement area.

12. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots; 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.

13. An individual sewerage treatment system shall be required for each dwelling. It shall be a waste system approved by the trustees. No system or part thereof shall be within twenty (20) feet to any lot line.

14. 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 an individual family unit.

15. The Owner of any lot shall cut all weeds and unsightly brush not including berry bushes or other beneficial bushes on their lot. If this is

not done, the trustees shall have the right to enter the said lot and cut the weeds and an assessment of the cutting may be made and charged against the owner of the property.

16. Said premises shall not be used for any unlawful purpose, or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment of others.

17. The use and discharge of firearms, rifles, guns, firecrackers and fireworks, including air rifles and bow and arrows, is strictly prohibited within the confines of this subdivision, and any said additions thereto, except by duly authorized officers of the law.

18. There is hereby created a board of trustees, hereinbefore and hereinafter called "trustees", which will consist of three (3) in number and will be the governing body of the subdivision, and any said additions thereto, and shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants.

(a) The first Board of Trustees shall initially consist of Darryl L. Hicks, J. Paul Hunt, and Donald L. Boling, and serve until the second Saturday in October, 1976.

(b) Thereafter each member of the Board of Trustees shall serve for a term of three years and until his successor shall have been elected and qualified and be elected from among the lot owners.

(c) In the event any of the trustees shall die or decline to act or become incompetent to act for any reason, then the remaining trustees shall appoint a successor or successors.

(d) A meeting of existing lot owners shall be held on the second Saturday in October, 1976, and on the second Saturday of October every three years thereafter for the purpose of electing trustees and transacting any other business properly before the lot owners. Said meeting shall be held at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving forty (40) days written notice by posting notices in the subdivision, and any said additions thereto, in five

(3) places likely to be seen by the lot owners; provided, however, failures to give said notices shall not affect the meeting.

(e) A special meeting of the lot owners may be called by the trustees upon their own motion or upon petition of ten per cent (10%) of the lot owners in the subdivision, and any said additions thereto.

(f) In all voting, whether for the election of trustees, or for any other purpose whatsoever, each lot shall represent one (1) vote.

(g) The trustees shall have the power and authority to prevent, in their own names as trustees, violation of any express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the trustees is intended to be discretionary and not mandatory.

(h) The trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots in said subdivision, and any said additions thereto, for the purpose and at the rates hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this Paragraph and Paragraph (i).

(1) To make uniform assessments of not to exceed \$25.00 on each improved lot in any one year, upon and against the several lots in said subdivision, and any said additions thereto, for the purpose of carrying out the general duties and powers of the trustees as herein described, and for the further purpose of enabling the trustees to defend and enforce restrictions, and for improvements and maintenance and upkeep of the streets.

(2) If, at any time, the trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of the lots 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 so stated shall be approved by written consent of the owners of sixty per cent (60%) or more of the lots in said

subdivision, and any said additions thereto, the trustees, shall, in the manner hereinafter prescribed in Paragraph 18 (i) (2), notify all owners of lots in said subdivision, and any said additions thereto, of the additional assessments; the limit of \$25.00 a lot per year for general purposes as provided in Paragraph 18 (h) (1) shall not apply to any assessment made under the provision of this paragraph.

(i) All assessments, either general or special, made by the trustees for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure, to-wit:

(1) Except as otherwise provided, 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 said meeting. Minutes shall be kept of all trustees' meetings.

(2) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the lot itself. Service in any one of the said methods shall be sufficient.

(3) Assessments shall be made on an improved lot basis, as the lots are shown on the recorded plat of said subdivision, and any said additions thereto.

(4) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said assessments are due, it shall bear interest at the rate of eight per cent (8%) per annum until paid, and such assessment and interest shall constitute a lien upon said lots and said lien shall continue in full force and effect until said amount is fully paid. Provided, however, that such lien shall never be prior to and shall always be subordinate to any deed of trust of record whether before or after, in point of time.

(5) 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 or more lots, and cause same to be recorded in the Recorder's Office, in the County of Warren, State of Missouri, and the trustees shall, upon payment, cancel or release any one or more lots from the liability for assessment, as shown by recorded instrument, by executing, acknowledging and recording, at the expense of the 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.

(6) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereinafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessments.

(j) The trustees may receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this indenture, any gift, grant, conveyance, or donation of money or real or personal property.

(k) 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 indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, and 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.

(l) The trustees and their successors are hereby authorized, empowered and granted the right to create and establish rules and regulations for the creation, maintenance, use, and all other matters affecting lakes and areas designated on any plat of said subdivision, and any said additions thereto, as "Lake", "Park", or "Dam".

(m) Nothing herein contained shall be construed to compel the trustees to make any payment to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against lot owners as herein provided.

(n) 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 the trustees performed such act or acts.

19. All areas designated on any plat of this subdivision, and any said additions thereto, as "Lake", "Park", or "Dam" shall be, and is hereby dedicated for the exclusive use of all lot owners and their immediate families within the subdivision, and any said additions thereto, and the guests of such owners as designated by the rules and regulations of the trustees. Such lot owner may use said areas for recreational purposes and all areas of all platted lots which are or may become inundated by the waters of any lake shall be subject to an easement for such user; provided, however, all use is subject to the rules and regulations of the trustees. Trespassing on any platted or unplatted shore except as designated "Lake", "Park", or "Dam" is strictly prohibited.

20. No person other than lot owners and their immediate families within the subdivision, and any said additions thereto, and the guests of such owners as designated by the rules and regulations of the trustees shall be given the right or privilege to fish in or use the lake in said subdivision, and any said additions thereto, for any purpose. No trotlines or throw lines or similar fishing shall be permitted.

21. No person shall deposit any contaminating substance, waste or drainage other than surface water, free from excess dirt, mud or trash, into the lake. No burning of any substance is allowed except in areas designated as such by the trustees.

22. Grantees of lots in this subdivision, and any said additions thereto, their successors, heirs and assigns, shall, subject to compliance with these restrictions, and while holding title to said lot, have license personally and for the lot owners' family and guests, to the use and privileges of the lakes in said subdivision, and any said additions thereto, which shall include boating, fishing, the use of "Park" and "Dam" areas, including the right to launch boats in front of said "Park" or "Dam" areas, all subject to the rules and regulations prescribed by the trustees, from time to time.

23. No representation, assurance, warranty or guarantee is made by the Owner as to any condition, stage, state, capacity, use, permanency, maintenance or suitability of the lake or the water therein for any purpose and the acceptance of a deed of conveyance of any lot shall act as an acceptance and assumption of all risks incident to said lake, park, and dam areas, irregardless of themselves, members of their families and guests, heirs, successors or assigns.

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

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

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

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 13TH day of November, 1974.

OIL CREEK, INC.



By J. Paul Hunt
President

STATE OF MISSOURI)
) SS.
COUNTY OF WARREN)

On this 13TH day of November, 1974, before me appeared
J. Paul Hunt, to me personally known, who, being by duly sworn, did say that
he is the President of Owl Creek, Inc., a Corporation of the State of
Missouri, and that the seal affixed to 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
J. Paul Hunt 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 at my office in Warrenton, Missouri, the day and year first above written.
My Commission Expires May 25, 1976



Alouise Marschal
Alouise Marschal - Notary Public

SUPPLEMENTAL DECLARATION FOR
OWL CREEK ESTATES-PLAT TWO
IN THE COUNTY OF WARREN,
STATE OF MISSOURI

WHEREAS, Owl Creek, Inc., a Missouri Corporation, hereinafter referred to as "OWNER" is the owner of a tract of land situated in the County of Warren, State of Missouri, and described as follows:

A tract of land being part of the West half of the Northeast quarter and part of the East half of the Northwest quarter of Section 9, Township 46 North, Range 2 West and being described as follows:

Beginning at the northeast corner of "OWL CREEK ESTATES-PLAT ONE" as recorded in Plat Book 3 at page 98, Slide A-158, Warren County Recorder's Office; thence along the north line of said Section 9 South 89 degrees 15 minutes East 1018.02 feet to an iron rod in an old rock pile at the northeast corner of the Northwest quarter of said Section 9; thence along the north line of the Northwest quarter of the Northeast quarter of said Section 9 North 89 degrees 57 minutes 15 seconds East 1330.91 feet to a set stone at the northeast corner of said Northwest quarter of the Northeast quarter; thence along the east line of said Northwest quarter of the Northeast quarter South 4 degrees 33 minutes 36 seconds West 937.72 feet; thence South 69 degrees 34 minutes 45 seconds West 375.12 feet; thence South 52 degrees 32 minutes 32 seconds West 50.00 feet to a point of curve; thence with the said curve to the left 53.98 feet, said curve having an included angle of 25 degrees 44 minutes 50 seconds and a chord of North 50 degrees 19 minutes 54 seconds West 53.53 feet; thence North 63 degrees 12 minutes 20 seconds West 187.69 feet to a point of curve; thence with the said curve 88.91 feet, said curve having an included angle of 65 degrees 22 minutes 30 seconds and a radius of 77.92 feet; thence South 51 degrees 25 minutes 10 seconds West 547.41 feet to a point of curve; thence with the said curve to the right 161.47 feet, said curve having an included angle of 41 degrees 14 minutes 15 seconds and a radius of 224.35 feet; thence North 87 degrees 20 minutes 35 seconds East 332.92 feet; thence North 88 degrees 35 minutes West 198.34 feet; thence North 89 degrees 19 minutes West 456.19 feet; thence North 53 degrees 14 minutes 35 seconds West 258.06 feet; thence along the south line of said Plat One South 71 degrees 56 minutes 20 seconds East 33.97 feet; thence along the east line of said Plat One North 7 degrees 57 minutes 10 seconds East 404.32 feet; thence North 11 degrees 13 minutes 15 seconds East 343.42 feet; thence North 3 degrees 08 minutes East 481.97 feet to the place of beginning and containing 66.38 acres, more or less.

WHEREAS, the Owner has caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed

with the Recorder of Deeds, Warren County, Missouri, in Plat Book 3,
 Slide A-171,
 at page 125, /and designated as OWL CREEK ESTATES-PLAT TWO, and
 hereinafter called "Subdivision", and

WHEREAS all lots of this Subdivision are now subject to the
 Declaration of Covenants, Conditions, and Restrictions described and
 recorded in Book 179 on page 679, Warren County Deed Records, pur-
 suant to the provisions of paragraph 24 thereof, and hereinafter
 called "Original Declaration", and

WHEREAS paragraphs 5, 10, and 11 of the Original Declaration
 do not apply to or provide for any lot of this Subdivision, and

WHEREAS, it is deemed in the best interest of all persons who
 may become and are owners of any lots of this Subdivision to have
 certain additional restrictions, reservations, limitations, conditions,
 easements and covenants created, imposed and placed of record re-
 lating to this Subdivision.

NOW THEREFORE, the owner as maker of this covenant, does hereby
 subject all lots in this Subdivision to the following additional
 covenants, conditions, and restrictions which are hereby made and
 declared to be part of the Original Declaration, subject to the burdens
 and entitled to the benefits created in said Original Declaration with
 the same force and effect as if originally set forth therein.

1. No building, structure, or thing shall be located on any
 lot, except Lots 40 through 45, inclusive, closer than forty (40)
 feet to the street line or closer than twenty (20) feet to an interior
 lot line. For the purposes of this covenant, eaves, steps, and open
 porches shall not be considered as a part of a building, structure,
 or thing.

2. On all lots in this Subdivision, except Lots 40 through 45,
 inclusive:

(a) A dwelling of the design, commonly referred to or known
 as a one-story dwelling shall have a first floor area exclusive of
 that portion encompassed within an attached garage, of not less than
 twelve hundred (1200) square feet.

(b) A dwelling of the design, commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached garage, of not less than twelve hundred (1200) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than thirteen hundred (1300) square feet.

3. On all Lots in the Subdivision, except Lots 40 through 45, inclusive, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level shall have first floor area exclusive of that portion encompassed within an attached garage, of not less than nine hundred sixty (960) square feet and a total living area of not less than twelve hundred fifty (1250) square feet, excluding the basement area.

4. The thirty (30) feet roadway designated on said plat along the north lines of Lots 40 through 45, inclusive, is to remain for the private roadway use of the owners of Lots 40 through 45, inclusive.

5. The forty (40) foot roadway designated on said plat along the East side of Lot 34, the southeast corner of Lot 35, the southwest corner of Lot 36, and along the west side of Lot 37 is to remain for the private roadway use of the owners of Lots 34 through 37, inclusive.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereto attached, this 9th day of August, 1976.

OWL CREEK, INC.

By

J. Paul Hunt
President



Paul H. Hunt
Secretary

STATE OF MISSOURI)
COUNTY OF WARREN) SS.

On this 9th day of August, 1976, before me appeared J. Paul Hunt, to me personally known, who, being by me duly sworn, did say that he is the President of Owl Creek, Inc., a Corporation of the State of Missouri, and that the seal affixed to 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 J. Paul Hunt 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 at my office in Warrenton, Missouri, the day and year five above written.



Denise M. Harschel
Notary Public

My commission expires May 25, 1980

STATE OF MISSOURI
County of Warren

} ss. in Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 9 day of Aug, 1976 at 8 o'clock 35 minutes A M., duly filed in this office for record and the same is truly recorded in the records in this office in book _____ on page _____

Witness my hand and official seal this _____ day of _____ 19____
by Carolyn M. Frick Margaret C. Linn
DEPUTY RECORDER EX-OFFICIO RECORDER

01821

5.00 per

SUPPLEMENTAL DECLARATION FOR
OWL CREEK ESTATES-PLAT THREE
IN THE COUNTY OF WARREN,
STATE OF MISSOURI

WHEREAS, Owl Creek, Inc., a Missouri Corporation, hereinafter referred to as "OWNER" is the owner of a tract of land situated in the County of Warren, State of Missouri, and described as follows:

A tract of land being part of the Southwest quarter of the Northeast quarter of Section 9, Township 46 North, Range 2 West and described as follows:

Commencing at an old stone at the center of Section 9; thence along the south line of the said Southwest quarter of the Northeast quarter South 89 degrees 46 minutes East 396.88 feet to the place of beginning of the said tract; thence leaving the said South line North 0 degree 14 minutes East 92.34 feet; thence North 41 degrees 22 minutes 05 seconds West 69.09 feet; thence North 50 degrees 32 minutes 30 seconds East 100.87 feet; thence North 63 degrees 28 minutes 50 seconds East 44.93 feet; thence North 14 degrees 05 minutes 45 seconds East 90.50 feet; thence North 39 degrees 24 minutes 35 seconds West 326.46 feet; thence North 50 degrees 17 minutes 30 seconds East 70.00 feet; thence North 57 degrees 41 minutes 30 seconds East 521.48 feet; thence South 35 degrees 12 minutes 30 seconds East 304.59 feet; thence South 72 degrees 32 minutes 40 seconds East 187.70 feet; thence South 9 degrees 10 minutes West 250.00 feet; thence North 77 degrees 49 minutes 30 seconds East 261.91 feet to the east line of the said Southwest quarter of the Northeast quarter; thence along the said east line South 4 degrees 25 minutes 45 seconds West 400.00 feet to a 20 inch white oak at the southeast corner of the said Southwest quarter of the Northeast quarter; thence along the south line of the said Southwest quarter of the Northeast quarter North 89 degrees 46 minutes West 922.15 feet to the place of beginning and containing 14.03 acres, more or less.

WHEREAS, the Owner has caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, in Plat Book 3 at page 129, Slide A-173, and designated as OWL CREEK ESTATES-PLAT THREE, and hereinafter called "Subdivision", and

WHEREAS, all lots of this Subdivision are now subject to the Declaration of Covenants, Conditions, and Restrictions described and recorded in Book 179 at page 679, Warren County Deed Records, pursuant to the provisions of Paragraph 24 thereof, and hereinafter called "Original Declaration", and

WHEREAS, Paragraphs 5, 10, and 11 of the Original Declaration do not apply to or provide for any lot of this Subdivision, and

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

NOW THEREFORE, the Owner as maker of this covenant, does hereby subject all lots in this Subdivision to the following additional covenants, conditions, and restrictions which are hereby made and declared to be part of the Original Declaration, subject to the burdens and entitled to the benefits created in said Original Declaration with the same force and effect as if originally set forth therein.

1. No building, structure, or thing shall be located on any lot, except Lots 51 and 52 closer than forty (40) feet to the street line or closer than ten (10) feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, structure, or thing.

2. On Lots 51 through 57, inclusive;

(a) A dwelling of the design, commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than eleven hundred (1100) square feet.

(b) A dwelling of the design, commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached garage, of not less than eleven hundred (1100) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than thirteen hundred (1300) square feet.

3. On Lots 51 through 57, inclusive, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than six hundred (600) square feet and a total living area of not less than one thousand (1000) square feet, excluding the basement area.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereto attached, this 3d day of November, 1976.

OWL CREEK, INC.



by

J. Paul Hunt
President

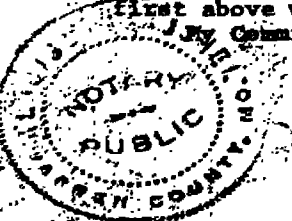
[Signature]
Secretary

STATE OF MISSOURI)
COUNTY OF WARREN) SS.

On this 3d day of November, 1976, before me appeared J. Paul Hunt, to me personally known, who, being by me duly sworn, did say that he is the President of Owl Creek, Inc., a Corporation of the State of Missouri, and that the seal affixed to 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 J. Paul Hunt 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 at my office in Warrenton, Missouri, the day and year first above written.

My Commission Expires May 25, 1980



[Signature]
ALOUISE MARSCHEL - NOTARY PUBLIC

SUPPLEMENTAL DECLARATION FOR
OWL CREEK ESTATES-PLAT FOUR
IN THE COUNTY OF WARREN,
STATE OF MISSOURI

WHEREAS, Owl Creek, Inc., a Missouri Corporation, hereinafter referred to as "OWNER" is the owner of a tract of land situated in the County of Warren, State of Missouri, and described as follows:

A tract of land being part of the West half of the Northeast quarter of Section 9, Township 46 North, Range 2 West and described as follows:

Beginning at an old stone at the northeast corner of the Southwest quarter of the Northeast quarter; thence along the east line of the said Southwest quarter of the Northeast quarter South 4 degrees 25 minutes 45 seconds West 935.69 feet; thence South 77 degrees 49 minutes 30 seconds West 261.91 feet; thence North 9 degrees 10 minutes East 250.00 feet; thence North 72 degrees 32 minutes 40 seconds West 187.70 feet; thence North 35 degrees 12 minutes 30 seconds West 304.59 feet; thence South 57 degrees 41 minutes 30 seconds West 286.48 feet; thence North 22 degrees 26 minutes 30 seconds West 333.82 feet; thence South 57 degrees 02 minutes West 45.60 feet; thence North 27 degrees 20 minutes East 58.90 feet; thence North 36 degrees 19 minutes East 101.50 feet; thence North 64 degrees 52 minutes East 114.48 feet; thence North 36 degrees 15 minutes 35 seconds West 239.06 feet; thence North 51 degrees 25 minutes 10 seconds East 447.41 feet; thence along a curve to the right, said curve having a radius of 77.92 feet and a central angle of 65 degrees 22 minutes 30 seconds; thence South 63 degrees 12 minutes 20 seconds East 187.69 feet; thence with a curve to the right, said curve having a radius of 120.12 feet and a central angle of 25 degrees 44 minutes 50 seconds; thence North 52 degrees 32 minutes 32 seconds East 50.00 feet; thence North 69 degrees 34 minutes 45 seconds East 376.12 feet; thence along the east line of the Northwest quarter of the Northeast quarter South 4 degrees 33 minutes 36 seconds West 401.38 feet to the place of beginning and containing 21.09 acres, more or less.

WHEREAS, the Owner has caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, in Plat Book 3 at page 133, Slide A-175 and designated as OWL CREEK ESTATES-PLAT FOUR, and hereinafter called "Subdivision", and

WHEREAS, all lots of this Subdivision are now subject to the Declaration of Covenants, Conditions, and Restrictions described and

recorded in Book 179 at page 679, Warren County Deed Records, pursuant to the provisions of Paragraph 24 thereof, and hereinafter called "Original Declaration", and

WHEREAS, Paragraphs 5, 10, and 11 of the Original Declaration do not apply to or provide for any lot of this Subdivision, and

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

NOW THEREFORE, the Owner as maker of this covenant, does hereby subject all lots in this Subdivision to the following additional covenants, conditions, and restrictions which are hereby made and declared to be part of the Original Declaration, subject to the burdens and entitled to the benefits created in said Original Declaration with the same force and effect as if originally set forth therein.

1. On Lots 49 and 50 and 58 through 66, inclusive:

(a) A dwelling of the design, commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than eleven hundred (1100) square feet.

(b) A dwelling of the design, commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached garage, of not less than eleven hundred (1100) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than thirteen hundred (1300) square feet.

2. On Lots 49 and 50 and 58 through 66, inclusive, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than six hundred (600) square feet and a total living area of not less than one thousand (1000) square feet, excluding the basement area.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereto attached, this 16th day of February, 1977.

OWL CREEK, INC.



by

J Paul Hunt

STATE OF MISSOURI)
) SS.
COUNTY OF WARREN)

On this 16th day of February, 1977, before me appeared J. Paul Hunt, to me personally known, who, being by me duly sworn, did say that he is the President of Owl Creek, Inc., a Corporation of the State of Missouri, and that the seal affixed to 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 J. Paul Hunt 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 at my office in Warrenton, Missouri, the day and year first above written.

My Commission Expires May 25, 1980



Alouise Marschel
ALOUISE MARSCHEL - NOTARY PUBLIC

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF "OWL CREEK ESTATES"
IN THE COUNTY OF WARREN, STATE OF MISSOURI

WHEREAS, Owl Creek, Inc. a Missouri Corporation was the owner of
tracts of land situated in the County of Warren, State of Missouri,
and described as follows:

Plat One of OWL CREEK ESTATES as recorded
in Plat Book 3 at page 98, Slide A-158,
Warren County Recorder's Office.

Plat Two of OWL CREEK ESTATES as recorded
in Plat Book 3 at page 125, Slide A-171,
Warren County Recorder's Office.

Plat Three of OWL CREEK ESTATES as
recorded in Plat Book 3 at page 129,
Slide A-173, Warren County Recorder's
Office.

Plat Four of OWL CREEK ESTATES as
recorded in Plat 3 at page 133, Slide A-
175, Warren County Recorder's Office.

WHEREAS, Owl Creek, Inc. caused its above referred to tracts of
land to be laid out as a subdivision and plats thereof to be made and
filed with the Recorder of Deeds, Warren County, Missouri, as set forth
above and designated as OWL CREEK ESTATES-PLAT ONE, OWL CREEK ESTATES-
PLAT TWO, OWL CREEK ESTATES-PLAT THREE, OWL CREEK ESTATES-PLAT FOUR,
all herein and hereinafter designated as OWL CREEK ESTATES and
hereinafter called "Subdivision", and

WHEREAS, Owl Creek, Inc. has caused original covenants,
conditions, and restrictions to be created, imposed and placed of
record relating to this property and filed with the Recorder of Deeds,
Warren County, Missouri, in Book 179 at page 679, and

WHEREAS, Paragraph 25 of said Restrictions provides that the same
may be changed, modified or amended at any time by written covenant signed
and executed by the owners of 75% of the lots in said Subdivision and
any said Additions thereto, and

WHEREAS, the undersigned are now the owners of 24 lots in said Subdivision, the same being lots 7A, 16, 42, 44, 53, 61, 62, 63, 8, 9, 11, 12, 13, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 43, 44, 45, 48, 49, 58, 51, 52, 54, 59, 64, 34, 3, 4, 5, 6, 7, 66, and 55

and consisting of 75% or more of the lots in said Subdivision, and

WHEREAS, it is the desire of the undersigned owners to change, modify, and amend said Restrictions so that assessments and additional assessments may be made on a lot basis.

NOW, THEREFORE, pursuant to the provisions and authorities contained in Paragraph 25 of said Restrictions, the undersigned owners do hereby amend Paragraphs 18 (h) (1) and 18 (i) (3) of said Restrictions to read as follows:

18. (h) (1)
To make uniform assessments of not to exceed \$25.00 on each lot in any one year, upon and against the several lots in said subdivision, and any said additions thereto, for the purpose of carrying out the general duties and powers of the trustees as herein described, and for the further purpose of enabling the trustees to defend and enforce restrictions, and for improvements and maintenance and upkeep of the streets.

18. (i) (3)
Assessments shall be made on a lot basis, as the lots are shown on the recorded plat of said subdivision, and any said additions thereto.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands this 26th day of November, 1990.

Debbie K. Asent
Debbie K. Asent

John M. Wood
John M. Wood

Janet Nordwald
Janet Nordwald

Joseph Nicholas
Joseph Nicholas

Audrey Nicholas
Audrey Nicholas

John C. Wood
John C. Wood

Joseph O. Asent
Joseph O. Asent

Matthew Gaudinelli
Matthew Gaudinelli

SECOND AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF "OWL CREEK ESTATES"
IN THE COUNTY OF WARREN, STATE OF MISSOURI

WHEREAS, Owl Creek, Inc. a Missouri Corporation was the owner of
tracts of land situated in the County of Warren, State of Missouri, and described
as follows:

Plat One of OWL CREEK ESTATES as recorded
in Plat Book 3 at page 98, Slide A-158, Warren
County Recorder's Office.

Plat Two of OWL CREEK ESTATES as recorded in
Plat Book 3 at page 125, Slide A-171, Warren County
Recorder's Office.

Plat Three of OWL CREEK ESTATES as recorded
in Plat Book 3 at page 129, Slide A-173, Warren
County Recorder's Office.

Plat Four of OWL CREEK ESTATES as recorded in
Plat 3 at page 133, Slide A-175, Warren County
Recorder's Office.

WHEREAS, Owl Creek, Inc. caused its above referred to tracts of land
to be laid out as a subdivision and plats thereof to be made and filed with the
Recorder of Deeds, Warren County, Missouri, as set forth above and designated
as OWL CREEK ESTATES-PLAT ONE, OWL CREEK ESTATES-PLAT TWO, OWL
CREEK ESTATES-PLAT THREE, OWL CREEK ESTATES-PLAT FOUR, all herein
and hereinafter designated as OWL CREEK ESTATES and hereinafter called
"Subdivision", and

WHEREAS, Owl Creek, Inc. has caused original covenants, conditions, and
restrictions to be created, imposed and placed of record relating to this property and
filed with the Recorder of Deeds, Warren County Missouri, in Book 179 at page 679,
and

WHEREAS, Paragraph 25 of said Restrictions provides that the same may be
changed, modified or amended at any time by written covenant signed and executed
by the owners of 75% of the lots in said Subdivision and any said Additions thereto,
and

WHEREAS, the undersigned are now the owners of 52 lots in said Sub-
division, the same being Lots 1, 2, 3, 4, 5, 6, 7, 7A, 8, 9, 11, 12, 13, 14,
15, 16, 17, 18, 19, 21, 22, 23, 24, 27, 28, 29, 30, 31, 32, 33, 38, 39, 40,
41, 42, 43, 45, 46, 48, 49, 50, 52, 53, 54, 55, 56, 57, 61, 62, 63, 64, and
66

and consisting of 75% or more of the lots in said Subdivision, and

WHEREAS, it is the desire of the undersigned owners to change, modify,
and amend said Restrictions so that assessments and additional assessment made
in the amount of \$125.00 on each lot and due the 1st day of June.

NOW, THEREFORE, pursuant to the provisions and authorities contained
in Paragraph 25 of said Restrictions, the undersigned owners do hereby amend
Paragraphs 18 (h) (1) and 18 (i) (3) of said Restrictions to read as follows:

18. (b) (1)

To make uniform assessments of not to exceed \$125.00 on each lot in any one year with assessments due the 1st day of June beginning June 1, 1993 and every June thereafter, upon and against the several lots in said subdivision, and any said additions thereto, for the purpose of carrying out the general duties and powers of the trustees as herein described, and for the further purpose of enabling the trustees to defend and enforce restrictions, and for the improvements and maintenance and upkeep of OWL CREEK ESTATES e.g. streets, lakes, dams, etc.

18. (i) (3)

Assessments shall be made on a lot basis as the lots are shown on the recorded plat of said subdivision, and any said additions thereto.

IN WITNESS WHEREOF, the undersigned owners have hereunto at their

hands this 8th day of November, 1992.

<i>Rosemary Koeder</i> Rosemary Koeder	<i>Stephen Bates</i> Stephen Bates
<i>Ed Koeder</i> Ed Koeder	<i>Daryl A. Bates</i> Daryl A. Bates
<i>Lucille Luebke</i> Lucille Luebke	<i>Donald Luebke</i> Donald Luebke
<i>Susan M. Kobine</i> Susan M. Kobine	<i>Steven C. Kobine</i> Steven C. Kobine
<i>Clyde A. Bachelor</i> Clyde A. Bachelor	<i>Lorraine M. Bachelor</i> Lorraine M. Bachelor
<i>Dean R. Meyer</i> Dean R. Meyer	<i>Alice Meyer</i> Alice Meyer
<i>Joseph O. Ament</i> Joseph O. Ament	<i>Debbie K. Ament</i> Debbie K. Ament
<i>Adolph E. Michlow</i> Adolph E. Michlow	<i>Adolph E. Michlow</i> Adolph E. Michlow
<i>Ottie Brock</i> Ottie Brock	<i>Paula H. Brock</i> Paula H. Brock
<i>Linda Zanardelli</i> Linda Zanardelli	<i>Matthew Zanardelli</i> Matthew Zanardelli
<i>Helen L. Terbrock</i> Helen L. Terbrock	<i>Edward J. Terbrock</i> Edward J. Terbrock
<i>Joseph Ptak</i> Joseph Ptak	<i>Susan M. Ptak</i> Susan M. Ptak
<i>Jewell Clark</i> Jewell Clark	<i>Michael E. White</i> Michael E. White
<i>John E. Myers</i> John E. Myers	<i>Judy Myers</i> Judy Myers
<i>Robert E. Coffey</i> Robert E. Coffey	<i>Mary Lou Littrell</i> Mary Lou Littrell
<i>Albert Coffey</i> Albert Coffey	<i>Harold G. Coffey</i> Harold G. Coffey

27 AM

BOOK 0680 PAGE 174

SUPPLEMENTAL DECLARATION FOR
OWL CREEK ESTATES-PLAT FIVE
IN THE COUNTY OF WARREN,
STATE OF MISSOURI

WHEREAS, Owl Creek, Inc., a Missouri Corporation, hereinafter
referred to as "OWNER" is the owner of a tract of land situated in the
County of Warren, State of Missouri, and described as follows:

A tract of land being part of the West
half of the Northeast quarter and part of
the Southeast quarter of the Northwest
quarter of Section 9, Township 46 North,
Range 2 West and being described as
follows:
Beginning an iron rod at the northwest
corner of Lot 50 of OWL CREEK ESTATES-
PLAT FOUR, as numbered and designated on
the recorded plat thereof on Slide A-173,
Warren County Recorder's Office; thence
along the west line of said Lot 50 South
36 degrees 16 minutes East 239.06 feet;
thence South 64 degrees 52 minutes West
114.48 feet; thence South 36 degrees 19
minutes West 101.50 feet; thence South 27
degrees 20 minutes West 58.90 feet;
thence South 58 degrees 00 minutes West
225.00 feet; thence North 22 degrees 18
minutes West 423.29 feet to an iron rod
on the south line of a 50 foot wide road
as shown on the plat of OWL CREEK
ESTATES-PLAT TWO, recorded on Slide A-
171, Warren County Recorder's Office;
thence along the south line of said 50
foot wide road South 87 degrees 21
minutes East 172.53 feet; thence along a
curve to the left 161.47 feet, said
curve having a radius of 224.35 feet and
a central angle of 41 degrees 14 minutes;
thence North 51 degrees 25 minutes East
100.00 feet to the place of beginning and
containing 3.00 acres, more or less.

WHEREAS, the Owner has caused its above referred to tract of land
to be laid out as a subdivision and a plat thereof to be made and filed
with the Recorder of Deeds, Warren County, Missouri, on Slide B- 247,
and designated as OWL CREEK ESTATES-PLAT FIVE, and hereinafter called
"Subdivision", and

WHEREAS, the lot of this Subdivision is now subject to the
Declaration of Covenants, Conditions, and Restrictions described and
recorded in Book 179 at page 579, Warren County Deed Records, pursuant
to the provisions of Paragraph 24 thereof, and hereinafter called
"Original Declaration", and

WHEREAS, Paragraphs 5, 10, and 11 of the Original Declaration do not apply to or provide for any lot in this Subdivision, and

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

NOW, THEREFORE, the Owner as maker of this covenant, does hereby subject the lot in this Subdivision to the following additional covenants, conditions, and restrictions which are hereby made and declared to be part of the Original Declaration, subject to the burdens and entitled to the benefits created in said Original Declaration with the same force and effect as if originally set forth therein.

1. No building, structure or thing shall be located on the lot closer than forty (40) feet to the street line or closer than twenty (20) feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, structure or thing.

2. On the lot in this Subdivision:

(a) A dwelling of the design, commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than twelve hundred (1200) square feet.

(b) A dwelling of the design, commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached garage, of not less than twelve (1200) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than thirteen hundred (1300) square feet.

3. On the lot in the Subdivisions, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have first floor area exclusive of that portion encompassed within an attached garage, of not less than nine hundred sixty (960) square feet and a total living area of not less than twelve hundred fifty (1250) square feet, excluding the basement area.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereto attached, this 25th day of November,

1994.



OWL CREEK, INC.

by J. Paul Hunt
J. Paul Hunt, President

ATTEST:
Barry J. Hicks
Barry J. Hicks, Secretary

**SUPPLEMENTAL DECLARATION FOR
OWL CREEK ESTATES-PLAT SIX
IN THE COUNTY OF WARREN,
STATE OF MISSOURI**

WHEREAS, Owl Creek, Inc., a Missouri Corporation, hereinafter referred to as "OWNER" is the owner of a tract of land situated in the County of Warren, State of Missouri, and described as follows:

A tract of land being part of the Southwest quarter of the Northeast quarter and part of the Southeast quarter of the Northwest quarter of Section 9, Township 46 North, Range 2 West and being described as follows:
Beginning at an old stone at the center of said Section 9; thence along the south line of said Southeast quarter of the Northwest quarter South 89 degrees 56 minutes West 504.38 feet to a point in the county road; thence leaving said south line of said Southeast quarter of the Northwest quarter North 00 degrees 4 minutes West 25.00 feet; thence North 19 degrees 44 minutes East 381.21 feet to a corner in a lake; thence South 63 degrees 45 minutes East 101.85 feet to a corner in a lake; thence North 21 degrees 5 minutes East 289.42 feet to an iron rod; thence North 50 degrees 22 minutes East 461.47 feet; thence along the south line of Lot 67 of OWL CREEK ESTATES PLAT FIVE as shown on Slide B-247, Warren County Recorder's Office, North 57 degrees 40 minutes East 225.00 feet; thence North 56 degrees 42 minutes East 45.60 feet; thence along the west line of Lot 58 of OWL CREEK ESTATES PLAT FOUR as shown on Slide A-175, Warren County Recorder's Office, South 22 degrees 47 minutes East 333.82 feet; thence along the north line of Lots 56 and 57 of OWL CREEK ESTATES PLAT THREE as shown on Slide A-173, Warren County Recorder's Office, South 57 degrees 21 minutes West 235.00 feet; thence South 49 degrees 57 minutes West 70.00 feet; thence along the west line of said Lot 57 South 39 degrees 45 minutes East 326.46 feet; thence continuing along the west line of said Plat Three South 13 degrees 45 minutes West 90.50 feet; thence South 63 degrees 9 minutes West 44.93 feet; thence South 50 degrees 12 minutes West 100.87 feet; thence South 41 degrees 42 minutes East 69.09 feet; thence South 00 degrees 6 minutes East 92.34 feet; thence along the south line of said Southwest quarter of the Northeast quarter South 89 degrees 54 minutes West 396.88 feet to the place of beginning and containing 14.21 acres, more or less.

WHEREAS, the Owner has caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, on Slide C-31 and Slide C-38, and designated as OWL CREEK ESTATES PLAT SIX, and hereinafter called "Subdivision", and

WHEREAS, the lots of this Subdivision are now subject to the Declaration of Covenants, Conditions, and Restrictions described and recorded in Book 179 at page 679, Warren County Deed Records, pursuant to the provisions of Paragraph 24 thereof, and hereinafter called "Original Declaration", and

WHEREAS, Paragraphs 5, 10, and 11 of the Original Declaration do not apply to or provide for any lot in this Subdivision, and

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

NOW, THEREFORE, the Owner as maker of this covenant, does hereby subject the lots in this Subdivision to the following additional covenants, conditions, and restrictions which are hereby made and declared to be part of the Original Declaration, subject to the burdens and entitled to the benefits created in said Original Declaration with the same force and effect as if originally set forth therein.

1. No building, structure or thing shall be located on any lot closer than forty (40) feet to the street line or closer than twenty (20) feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, structure or thing.

2. On all lots in this Subdivision:

(a) A dwelling of the design, commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than twelve hundred (1200) square feet.

(b) A dwelling of the design, commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached garage, of not less than twelve (1200) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than thirteen hundred (1300) square feet.

3. On all lots in the Subdivisions, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have first floor area exclusive of that portion encompassed within an attached garage, of not less than nine hundred sixty (960) square feet and a total living area of not less than twelve hundred fifty (1250) square feet, excluding the basement area.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereto attached, this 4th day of January, 2000.

OWL CREEK, INC.



ATTEST:

by J Paul Hunt
J Paul Hunt, President

Darryl L. Hicks
Darryl L. Hicks, Secretary

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
"OWL CREEK ESTATES"
IN THE COUNTY OF WARREN, STATE OF MISSOURI**

WHEREAS, Owl Creek, Inc., a Missouri Corporation, was the owner of tracts of land situate in the County of Warren, State of Missouri, and described as follows:

Plat One of OWL CREEK ESTATES as recorded in Plat Book 3, Page 98, Slide, A-158, Warren County Recorder's Office.

Plat Two of OWL CREEK ESTATES as recorded in Plat Book 3, Page 125, Slice A-171, Warren County Recorder's Office.

Plat Three of OWL CREEK ESTATES as recorded in Plat Book 3, Page 129, Slide A-173, Warren County Recorder's Office.

Plat Four of OWL CREEK ESTATES as recorded in Plat Book 3, Page 133, Slide A-175, Warren County Recorder's Office.

Plat Five of OWL CREEK ESTATES as recorded in Plat Book _____, Page _____, Slide B-247 _____, Warren County Recorder's Office.

WHEREAS, OWL CREEK, INC., causes its above referred to tracts of land to be laid out as a subdivision and plat thereof to be made and filed with the Recorder of Deeds of Warren County, Missouri, as set forth above and designated as OWL CREEK ESTATES - PLAT ONE, OWL CREEK ESTATES - PLAT TWO, OWL CREEK ESTATES - PLAT THREE, OWL CREEK ESTATES - PLAT FOUR and OWL CREEK ESTATES - PLAT FIVE, all herein and hereinafter designated as OWL CREEK ESTATES and hereinafter called "Subdivision";

WHEREAS, OWL CREEK, INC. has caused original covenants, conditions and restrictions to be created, imposed and placed of record relating to this property and recorded in Book 179, Page

679 of the records of the Recorder of Deeds of Warren County, Missouri;

WHEREAS, Paragraph 25 of said Restrictions provides that said Restrictions may be changed, modified or amended at any time by written covenant signed and executed by the owners of Seventy-five per cent (75%) of the lots in said Subdivision and any additions thereto;

WHEREAS, the Owners caused a certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF "OWL CREEK ESTATES" IN THE COUNTY OF WARREN, STATE OF MISSOURI, to be created, imposed and placed of record and filed with the Recorder of Deeds of Warren County, Missouri in Book 526 at Page 204, and said Declaration, as amended, is hereinafter called "Restrictions";

WHEREAS, the undersigned are now the owners of 51 lots in said Subdivision and consisting of Seventy-five per cent (75%) or more of the lots in said Subdivision;

WHEREAS, it is the desire of the undersigned Owners to amend Paragraph 18 and sub-paragraphs (b), (c), (h 1) and (i 4) of the covenants, conditions and restrictions of "Owl Creek Estates".

NOW THEREFORE, pursuant to the provisions and authorities contained in Paragraph 25 of said Restrictions, the undersigned owners do hereby amend Paragraph 18 and sub-paragraphs (b), (c), (h-1) and (i-4) of said Restrictions to read as follows, to-wit:

"18. There is hereby created a board of trustees hereinbefore and hereafter called "trustees" which will be the governing body of the subdivision and any said additions thereto and shall have regulations for the enforcement of these restrictions and covenants. Said board of trustees shall consist of three (3) in number plus one (1) alternate."

"(b) Each member of the Board of Trustees shall serve for a term of three (3) years, the alternate for a period of one (1) year and said trustees shall serve until his or her successor shall have been elected and qualified and be elected from among the lot owners."

"(c) A meeting of existing lot owners shall be held on the second Saturday in October, 1976, and in the month of October

every three (3) years thereafter for the purpose of electing trustees and transacting any other business to properly come before the lot owners. Said meeting shall be held at a convenient place within the area of the subdivision as designated by the existing Board of Trustees, after first giving fifteen (15) days written notice of said meeting by mail or by hand delivery to the existing lot owners.

Any lot owner who has not paid any assessments authorized under this declaration, or who is in violation of any restrictions herein contained, shall not be entitled to vote at any meeting."

"(h)

(1) An annual assessment will be levied for the purpose of carrying out the general duties and powers of the trustees as herein described and for the further purpose of enabling the trustees to defend and enforce restrictions, and for improvements and maintenance and upkeep of the streets. The annual assessment may be raised a maximum of Twenty-five dollars (\$25.00) per year on each lot requiring a majority vote of those present and/or represented at the annual meeting. The Annual Assessment may not exceed Two hundred dollars (\$200.00) per lot in the year 1999, after which time these Covenants, Conditions and Restrictions will be reviewed."

"(i)

(4) Beginning with the year 1999 every assessment shall become due and payable on January 1, 1999, and on the first day of January of each year thereafter. Every assessment shall become due and payable within ninety (90) days after notice is given as hereinabove provided. From and after the date when said assessments are due, said assessment shall bear interest at the statutory rate of Nine per cent (9%) per annum until paid, and such assessment and interest shall constitute a lien upon said lots and said lien shall continue in full force and effect until said amount is fully paid; provided, however, that such lien shall never be prior to and shall always be subordinate to any deed of trust of record whether before or after, in point of time.

In the event the Trustees pursue legal action to collect the assessment due and owing as a result of non-payment

of the assessment by owner, the owner shall be liable to the Trustees for all costs and legal expenses including reasonable attorney's fees incurred by the Trustees in pursuing said legal action. Warren County shall be the proper venue for any legal action taken."

IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands during the months of July and August, 1998, this ~~14th~~ day of July, 1998.

Gary Brown
Gary Brown Lot No. 9

Scott Costello
Scott Costello Lot No. 14

Henry Ball
Henry Ball Lot No. 2

Evelyn Sherman
Evelyn Sherman Lot No. 6

Leslie Sherman
Leslie Sherman Lot No. 7

Steve Brune
Steve Brune Lot No. 13

Jewell J. Clark
Jewell J. Clark Lot No. 11

P. Jane DeMoss
P. Jane DeMoss Lot No. 1

Allan O. Dreyer
Allan O. Dreyer Lot No. 15

Donald Luebke
Donald Luebke Lot No. 28

Donald L. Boling
Donald L. Boling Lot No. 29

Donald L. Boling
Donald L. Boling Lot No. 30

Terry S. Pyatt
Terry S. Pyatt Lot No. 31

Charles M. Dempsey
Charles M. Dempsey Lot No. 32

Mike Sutherland
Mike Sutherland Lot No. 27

Frederick W. Arnold
Frederick W. Arnold Lot No. 33

Kathleen May
Kathleen May Lot No. 65

Ed Miclow
Ed Miclow Lot No. 48

Paul G. Graf
Paul G. Graf Lot No. 67

Mary Lou Littrell
Mary Lou Littrell Lot No. 57

Fred C. David
Fred C. David Lot No. 60

James E. Gucher
James E. Gucher Lot No. 55

Karen Wood
Karen Wood Lot No. 51

Joseph O. Ament
Joseph O. Ament Lot No. 39

Kevin Smith
Kevin Smith Lot No. 52

Harry McKay
Harry McKay Lot No. 56

Ron Smith
Ron Smith Lot No. 20

Steve Miller
Steve Miller Lot No. 58

**SUPPLEMENTAL DECLARATION FOR
OWL CREEK ESTATES-PLAT SEVEN
IN THE COUNTY OF WARREN,
STATE OF MISSOURI**

WHEREAS, Owl Creek, Inc., a Missouri Corporation, hereinafter referred to as "OWNER" is the owner of a tract of land situated in the County of Warren, State of Missouri, and described as follows:

A tract of land being part of the Southwest quarter of the Northeast quarter and part of the East half of the Northwest quarter of Section 9, Township 46 North, Range 2 West and being described as follows:

Beginning at an iron rod at the northwest corner of OWL CREEK ESTATES PLAT FIVE as shown on Slide B-247, Warren County Recorder's Office; thence along the west line of said Plat Five South 22 degrees 18 minutes East 423.29 feet to the north line of OWL CREEK ESTATES PLAT SIX as shown on Slide C-37 and Slide C-38, Warren County Recorder's Office; thence along said north line South 50 degrees 42 minutes West 461.47 feet to the west line of said Plat Six; thence along said west line South 21 degrees 25 minutes West 289.41 feet; thence leaving said west line North 63 degrees 25 minutes West 335.45 feet; thence North 34 degrees 47 minutes West 574.18 feet; thence North 54 degrees 19 minutes West 242.14 feet; thence North 17 degrees 37 minutes West 263.54 feet; thence North 3 degrees 18 minutes East 168.87 feet to the south line of Owl Creek Estates Drive; thence along said south line South 71 degrees 56 minutes East 184.26 feet; thence South 53 degrees 15 minutes East 258.06 feet; thence South 89 degrees 19 minutes East 456.19 feet; thence South 88 degrees 35 minutes East 198.34 feet; thence South 87 degrees 21 minutes East 160.38 feet to the place of beginning and containing 18.80 acres, more or less.

WHEREAS, the Owner has caused its above referred to tract of land to be laid out as a subdivision and a plat thereof to be made and filed with the Recorder of Deeds, Warren County, Missouri, on Slide C- 291 and Slide C- 292 and designated as OWL CREEK ESTATES PLAT SEVEN, and hereinafter called "Subdivision", and

WHEREAS, the lots of this Subdivision are now subject to the Declaration of Covenants, Conditions, and Restrictions described and recorded in Book 179 at page 679, Warren County Deed Records, pursuant to the provisions of Paragraph 24 thereof, and hereinafter called "Original Declaration", and

WHEREAS, Paragraphs 5, 10, and 11 of the Original Declaration do not apply to or provide for any lot in this Subdivision, and

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

NOW, THEREFORE, the Owner as maker of this covenant, does hereby subject the lots in this Subdivision to the following additional covenants, conditions, and restrictions which are hereby made and declared to be part of the Original Declaration, subject to the burdens and entitled to the benefits created in said Original Declaration with the same force and effect as if originally set forth therein.

1. No building, structure or thing shall be located on any lot closer than forty (40) feet to the street line or closer than twenty (20) feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, structure or thing.

2. On all lots in this Subdivision:

(a) A dwelling of the design, commonly referred to or known as a one-story dwelling shall have a first floor area exclusive of that portion encompassed within an attached garage, of not less than twelve hundred (1200) square feet.

(b) A dwelling of the design, commonly referred to or known as split-foyer, shall have an upper level area exclusive of that portion encompassed within an attached garage, of not less than twelve (1200) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than thirteen hundred (1300) square feet.

3. On all lots in the Subdivisions, a dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have first floor area exclusive of that portion encompassed within an attached garage, of not less than nine hundred sixty (960) square feet and a total living area of not less than twelve hundred fifty (1250) square feet, excluding the basement area.