

Boone County, Missouri
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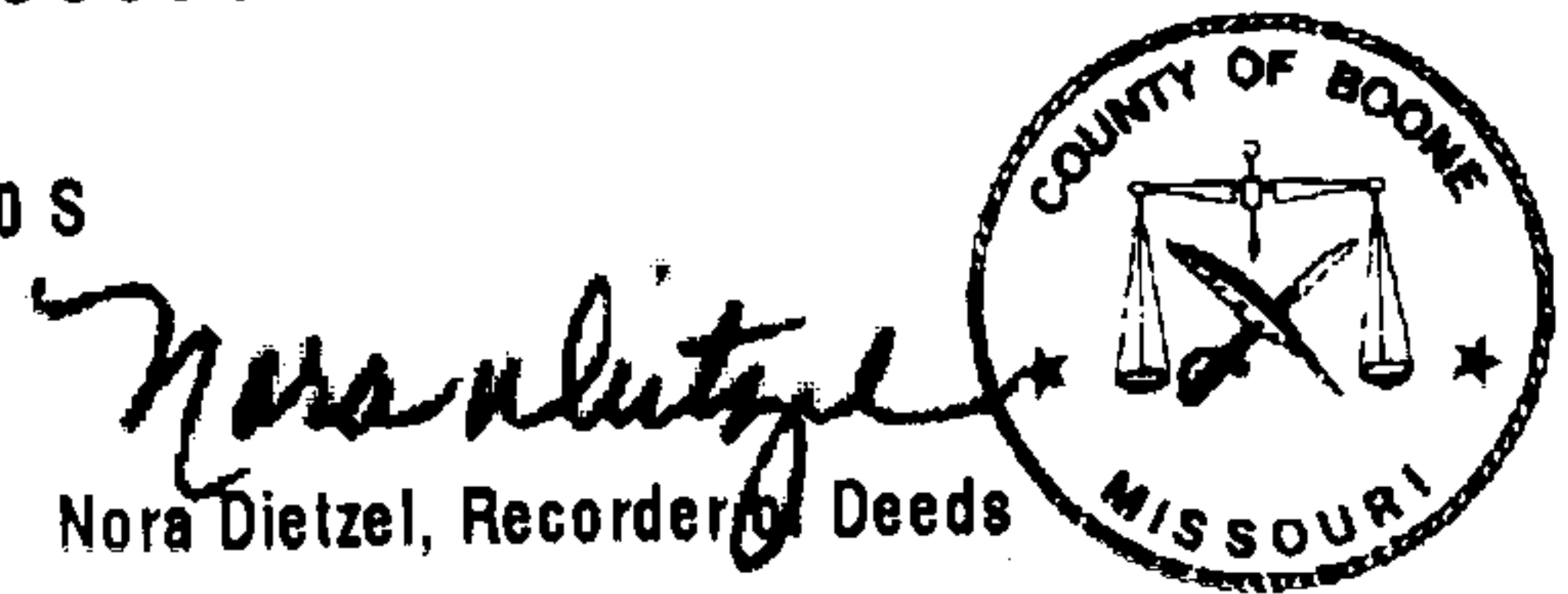
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Title of Document: First Amended Declaration of Restrictions of Wind River

Date of Document: 2-23-15, 2015

Grantors/Grantees: Tompkins Homes and Development, Inc., a Missouri corporation,
d/b/a Wind River, Shaun J. Tompkins and Felicia Tompkins,
husband and wife

Grantees' Mailing Address: 6000 S. Hwy. KK, Columbia, MO 65203

Legal Description:

A tract of land (189.11 deeded acreage; 194.2 calculated acreage) located in Section 27 Township 48 Range 14, E of road and W of Creek/Pt NW and NW Pt NE recorded in Book 2291 at page 619 of said county records.

Being the following described real estate situated in Boone County, Missouri, to-wit:

A tract of land located in Boone County, Missouri, described as follows: 136.63 acres, more or less, being a part of the Northeast and Northwest Quarters of Section 27, Township 48, Range 14, also a part of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of same Section, Township and Range, described as follows: To ascertain the corner of beginning, commence at the Quarter Section corner on the north side of Section 27, thence running West on the Section line 18.34 chains to the center of the County Road, thence South 21 degrees 30' East 3.28 chains (in center of road); thence South 11 degrees 00' East 4.50 chains to a stone in center of said road, the beginning point of the land hereby described; thence South 8 degrees 30' East 5.06 chains; thence South 6 degrees 00' East 8.20 chains; thence South 9 degrees 30' West 5.31 chains; thence South 17 degrees 30' West 6.62 chains; thence South 10 degrees 00' East 3.44 chains; thence South 40 degrees 30' East 5.83 chains; thence South 20 degrees 45' East 3.98 chains; thence South 30 degrees 00' East 9.33 chains; thence South 34 degrees 30' East 1.54 chains to the west bank of Terrapin Creek, near steel bridge; thence along and up the west bank of Terrapin Creek as follows:

(description continued on next page)

North 82 degrees 00' East 6.81 chains; North 89 degrees 30' East 3.31 chains; North 34 degrees 30' East 3.38 chains, North 47 degrees 30' East 3.77 chains; South 42 degrees 30' East 4.22 chains; North 73 degrees 00' East 4.07 chains; North 37 degrees 30' West 2.10 chains; North 7 degrees 00' East 2.59 chains; South 74 degrees 30' East 3.57 chains; North 22 degrees 00' West 3.18 chains; North 16 degrees 00' East 2.23 chains; North 65 degrees 00' East 6.83 chains to the mouth of Foley's Branch; thence continue up Terrapin Creeks as follows: North 38 degrees 15' West 3.43 chains; North 19 degrees 00' East 3.15 chains; North 12 degrees 30' West 6.33 chains; North 49 degrees 00' West 4.13 chains; South 84 degrees 30' West 1.13 chains; South 25 degrees 30' East 4.54 chains; South 60 degrees 30' West 3.03 chains; North 40 degrees 00' West 4.84 chains; North 9 degrees 45' East 4.44 chains; North 26 degrees 30' West 2.10 chains; North 22 degrees 15' East 2.62 chains; North 14 degrees 45' West 1.77 chains; North 6 degrees 00' West 4.73 chains, to the mouth of a branch coming from the west, thence up said branch to corner of Price Washington tract; North 54 degrees 30' West 5.12 chains; North 77 degrees 00' West 2 chains; South 79 degrees 45' West 1.75 chains; South 72 degrees 00' West 2.11 chains; South 82 degrees 30' West 3.78 chains; North 48 degrees 00' West 1.71 chains; South 50 degrees 00' West 2.83 chains; North 85 degrees 00' West 4.31 chains; South 89 degrees 15' West 3.90 chains, to be beginning, containing 136.63 acres as surveyed by P.S. Quinn, a record of which survey is in the County Surveyors Office of Boone County, Missouri, being the land conveyed to S.C. Hunt by deed recorded in Book 194, Page 609 of the Boone County, Missouri, Deed Records; ALSO, 31.74 acres, more or less, a part of the Northeast Quarter of Section 27, Township 48, Range 14, described as follows: Beginning at a point 20.54 chains west of the northeast corner of said Section 27; thence West 6.62 chains to Terrapin Creek; thence with the meanders of said Creek to the mouth of Foley's Branch; thence North 52 degrees East 2 chains, thence North 43 degrees East 5.50 chains; thence North 69 degrees East 7.84 chains; thence North 30 degrees West 6.84 chains; thence North 83 degrees W 12.80 chains; thence North 37 ½ degrees West 7.50 chains to a spring; thence North 8 ½ degrees East 18.65 chains to the beginning, in Boone County, Missouri; ALSO 21.5 acres, more or less, the northeast part of the Northwest Quarter and the northwest part of the Northeast Quarter of Section 27, Township 48, Range 14, in Boone County, Missouri, described as follows: Beginning at the northwest corner of said Northeast Quarter; thence East 11.96 chains; thence South 27 degrees East 5 chains; thence South 71 ½ degrees West 4.77 chains; thence South 3 degrees West 1.63 chains; thence North 64 ½ degrees West 5.12 chains; thence North 77 degrees West 2 chains; thence South 79 ¾ degrees West 1.75 chains; thence South 72 degrees West 2.11 chains; thence South 82 ½ degrees West 3.78 chains; thence North 48 degrees West 1.71 chains; thence South 50 degrees West 2.83 chains; thence North 85 degrees West 4.31 chains; thence South 89 ¼ degrees West 3.90 chains to a stone in the County Road; thence North 11 degrees West 4.50 chains; thence North 21 ½ degrees West 3.28 chains; thence East with Section line 18.34 chains to the beginning. The above described tract of land being the same tract of land as conveyed to Robert R. Biesemeyer and Joyce M. Biesemeyer, husband and wife, by warranty deed dated December 13, 1978, and recorded in Book 462, Page 43, Records of Boone County, Missouri.

**FIRST AMENDED DECLARATION OF RESTRICTIONS OF
WIND RIVER**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute the owners of two-thirds (2/3) of the tracts which are subject to the Declaration of Restrictions recorded in Book 2310, Page 674, Deed Records of Boone County, Missouri (herein "Declaration") on the following described real estate situated in Boone County, Missouri (herein "Real Estate"), to-wit:

A tract of land (189.11 deeded acreage; 194.2 calculated acreage) located in Section 27 Township 48 Range 14, E of Road and W of Creek/Pt NW and NW Pt NE recorded in Book 2291 at page 619 of said county records.

Being the following described real estate situated in Boone County, Missouri, to-wit:

A tract of land located in Boone County, Missouri, described as follows: 136.63 acres, more or less, being a part of the Northeast and Northwest Quarters of Section 27, Township 48, Range 14, also a part of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of same Section, Township and Range, described as follows: To ascertain the corner of beginning, commence at the Quarter Section corner on the north side of Section 27, thence running West on the Section line 18.34 chains to the center of the County Road, thence South 21 degrees 30' East 3.28 chains (in center of road); thence South 11 degrees 00' East 4.50 chains to a stone in center of said road, the beginning point of the land hereby described; thence South 8 degrees 30' East 5.06 chains; thence South 6 degrees 00' East 8.20 chains; thence South 9 degrees 30' West 5.31 chains; thence South 17 degrees 30' West 6.62 chains; thence South 10 degrees 00' East 3.44 chains; thence South 40 degrees 30' East 5.83 chains; thence South 20 degrees 45' East 3.98 chains; thence South 30 degrees 00' East 9.33 chains; thence South 34 degrees 30' East 1.54 chains to the west bank of Terrapin Creek, near steel bridge; thence along and up the west bank of Terrapin Creek as follows:

North 82 degrees 00' East 6.81 chains; North 89 degrees 30' East 3.31 chains; North 34 degrees 30' East 3.38 chains, North 47 degrees 30' East 3.77 chains; South 42 degrees 30' East 4.22 chains; North 73 degrees 00' East 4.07 chains; North 37 degrees 30' West 2.10 chains; North 7 degrees 00' East 2.59 chains; South 74 degrees 30' East 3.57 chains; North 22 degrees 00' West 3.18 chains; North 16 degrees 00' East 2.23 chains; North 65 degrees 00' East 6.83 chains to the mouth of Foley's Branch; thence continue up Terrapin Creeks as follows: North 38 degrees 15' West 3.43 chains; North 19 degrees 00' East 3.15 chains; North 12 degrees 30' West 6.33 chains; North 49 degrees 00' West 4.13 chains; South 84 degrees 30' West 1.13 chains; South 25 degrees 30' East 4.54 chains; South 60 degrees 30' West 3.03 chains; North 40 degrees 00' West 4.84 chains; North 9 degrees 45' East 4.44 chains; North 26 degrees 30' West 2.10 chains;

North 22 degrees 15' East 2.62 chains; North 14 degrees 45' West 1.77 chains; North 6 degrees 00' West 4.73 chains, to the mouth of a branch coming from the west, thence up said branch to corner of Price Washington tract; North 54 degrees 30' West 5.12 chains; North 77 degrees 00' West 2 chains; South 79 degrees 45' West 1.75 chains; South 72 degrees 00' West 2.11 chains; South 82 degrees 30' West 3.78 chains; North 48 degrees 00' West 1.71 chains; South 50 degrees 00' West 2.83 chains; North 85 degrees 00' West 4.31 chains; South 89 degrees 15' West 3.90 chains, to be beginning, containing 136.63 acres as surveyed by P.S. Quinn, a record of which survey is in the County Surveyors Office of Boone County, Missouri, being the land conveyed to S.C. Hunt by deed recorded in Book 194, Page 609 of the Boone County, Missouri, Deed Records; ALSO, 31.74 acres, more or less, a part of the Northeast Quarter of Section 27, Township 48, Range 14, described as follows: Beginning at a point 20.54 chains west of the northeast corner of said Section 27; thence West 6.62 chains to Terrapin Creek; thence with the meanders of said Creek to the mouth of Foley's Branch; thence North 52 degrees East 2 chains, thence North 43 degrees East 5.50 chains; thence North 69 degrees East 7.84 chains; thence North 30 degrees West 6.84 chains; thence North 83 degrees W 12.80 chains; thence North 37 ½ degrees West 7.50 chains to a spring; thence North 8 ½ degrees East 18.65 chains to the beginning, in Boone County, Missouri; ALSO 21.5 acres, more or less, the northeast part of the Northwest Quarter and the northwest part of the Northeast Quarter of Section 27, Township 48, Range 14, in Boone County, Missouri, described as follows: Beginning at the northwest corner of said Northeast Quarter; thence East 11.96 chains; thence South 27 degrees East 5 chains; thence South 71 ½ degrees West 4.77 chains; thence South 3 degrees West 1.63 chains; thence North 64 ½ degrees West 5.12 chains; thence North 77 degrees West 2 chains; thence South 79 ¾ degrees West 1.75 chains; thence South 72 degrees West 2.11 chains; thence South 82 ½ degrees West 3.78 chains; thence North 48 degrees West 1.71 chains; thence South 50 degrees West 2.83 chains; thence North 85 degrees West 4.31 chains; thence South 89 ¼ degrees West 3.90 chains to a stone in the County Road; thence North 11 degrees West 4.50 chains; thence North 21 ½ degrees West 3.28 chains; thence East with Section line 18.34 chains to the beginning. The above described tract of land being the same tract of land as conveyed to Robert R. Biesemeyer and Joyce M. Biesemeyer, husband and wife, by warranty deed dated December 13, 1978, and recorded in Book 462, Page 43, Records of Boone County, Missouri.

WHEREAS, TOMPKINS HOMES AND DEVELOPMENT, INC. is the assignee of the Developer Rights contained in the Declaration as shown by document recorded in Book 4373, Page 23, Deed Records of Boone County, Missouri; and

WHEREAS, the Real Estate contains fourteen (14) tracts which are described as Tracts 1 through 14, both inclusive, on Exhibit "A" attached hereto and which are shown on Exhibit "B" attached hereto; and

WHEREAS, the undersigned desire to abrogate and revoke the Declaration of Restrictions recorded in Book 2310, Page 674, Deed Records of Boone County, Missouri, and in lieu thereof to adopt the covenants, easements and restrictions set out below herein as covenants running with the land and the present and all future successive owners of the aforesaid tracts shall have the right to invoke and enforce the covenants, easements and restrictions contained herein;

NOW, THEREFORE, the undersigned do hereby fully abrogate and revoke the Declaration of Restrictions recorded in Book 2310, Page 674, Deed Records of Boone County, Missouri, except for the existing easements recorded in the office of the Recorder of Deeds of Boone County, Missouri and in lieu thereof do impose the covenants and restrictions contained herein upon the above described Real Estate, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon all present and future owners of the above described Real Estate, and the undersigned do hereby create the easements set out below herein, to-wit:

DEFINITIONS

1. That for the purpose of this document the following terms shall have the following meanings:

a) "Tract" as used herein shall be deemed to mean each of Tracts 1 through 14, both inclusive, described on Exhibit "A" attached hereto, except as provided in paragraph 28 below herein in the event of a subdivision of a tract.

b) "Developer" as used herein shall be deemed to mean Tompkins Homes and Development, Inc., a Missouri corporation, or the assignee of all of its Developer rights.

USE RESTRICTIONS

2. That no dwelling shall be permitted on any tract unless the total ground floor area above the surface of the ground, exclusive of open porches, patios and garages, contains not less than 2,400 square feet of finished living area for the first dwelling constructed on a tract, but any additional dwelling constructed on a tract may contain such smaller square footage as specified by the Architectural Control Committee.

3. That no manufactured home, mobile home, house trailer or modular home shall be located on any tract regardless of whether or not the same is located on a permanent foundation.

4. That no temporary structure, basement, tent, shack, trailer, vehicle, garage, barn or outbuilding shall be used on any tract at any time as a place of residence, either temporary or permanent.

5. That no partially dismantled, nonoperating, wrecked, junked or discarded vehicle or equipment of any kind shall be located on any tract.

6. That no commercial dog kennel shall be permitted on any tract, no commercial feed lot shall be permitted on any tract and no commercial confined feeding of poultry shall be permitted on any tract.

7. No livestock, reptile or other animal shall be raised, kept or bred on any tract, except (a) that dogs, cats and other household pets may be kept provided the same are not kept, bred or maintained for any commercial purpose, and (b) that not more than two (2) horses or bovine or any combination of the same for each five (5) acres of land may be kept on a tract. Any aforesaid animal kept on a tract must be kept under sanitary conditions and shall not constitute a nuisance to the owner or occupant of any other tract.

8. That chickens, ducks and other poultry may be kept on a tract provided the same are not kept, bred or maintained for any commercial purpose and except not more than ten (10) in the aggregate of said domesticated fowl may be kept on a tract and except no roosters shall be kept on any tract. Any domesticated fowl kept on a tract must be kept under sanitary conditions and shall not constitute a nuisance to the owner or occupant of any other tract.

9. That no dog shall be kept or maintained on any tract which barks causing disturbance to the occupant of any other tract, except no pit bull dog or other vicious dog shall be kept or maintained on any tract.

10. That no tract shall be used or maintained as a dumping ground, and no rubbish, trash or garbage shall be kept on the premises of any tract except in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition and the contents of said containers must be removed from the premises at least once each week.

11. That no household trash, household waste or household garbage shall be burned on a tract but such does not preclude the burning of natural vegetation and yard waste.

12. That no sewage disposal system of any kind shall be located on any tract unless the same complies with all rules, regulations, ordinances and laws applicable to the same and no sewage lagoon shall be located on any tract without the prior written consent of the Architectural Control Committee.

13. That no two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicle (motorcycle, moped, powered scooter, powered tricycle or motor bike) may be operated on any tract or the roadways leading to a tract for recreational purposes in a manner which disturbs the peace of the occupant of any other tract. All such vehicles must have a suitable muffler so as to provide for quiet operation.

14. That no illegal, noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

15. That no barbed wire fence nor woven wire fence nor fence containing any barbed wire or woven wire shall be installed or maintained on or along the front boundary line of a tract, with the location of the front boundary line of a tract to be specified by the Architectural Control Committee, and that no barbed wire fence nor woven wire fence nor fence containing barbed wire or woven wire shall be installed or maintained on or along any other boundary line of a tract without the prior written consent of the Architectural Control Committee.

ARCHITECTURAL CONTROL

16. No dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish exceeding thirty-five inches (35") in diameter, gazebo or other structure or improvement shall be erected, constructed, placed or altered on any tract unless the plans and specifications therefor have been approved by the Architectural Control Committee. The person desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee showing elevations, designs, floor plan dimensions, color of roof, color of exterior walls, construction materials and other necessary data to enable the committee to determine if said dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish, gazebo or other structure or improvement is compatible with these restrictions and the other improvements located on the other tracts in the vicinity of said tract. The approval or disapproval of said plans and specifications by the Architectural Control

Committee shall be in writing. In the event the committee or its designated representative shall fail to approve or disapprove said plans and specifications in writing with thirty (30) days after receipt of the same and in the event no suit to enjoin the construction of any said improvement has been commenced prior to the completion of the same, no approval of said plans and specifications shall be required.

17. The initial Architectural Control Committee shall be composed solely of MICHAEL D. TOMPKINS. The Architectural Control Committee may designate in writing a representative to act for it. So long as TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, is the owner of a tract subject to this Declaration, TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, shall have the right to remove any member of the committee, to designate the new member or members of the committee, to change the number of members of the committee and to assign all of its rights under this paragraph to any other person or entity by a written assignment specifically referring to the provisions of this paragraph. In the event of the death, resignation or removal of any member of the committee, TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, shall designate the successor member or members of the committee.

After TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, and the assignee of its Developer rights, if any, no longer own any of the tracts subject to this Declaration, the Architectural Control Committee shall be elected by the owners of all of the tracts subject to this Declaration, with the owners of each tract having one (1) vote for each tract owned and the owners of a tract shall have the right to vote by proxy. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one member elected for a term of two (2) years, and one member elected for a term of three (3) years with a separate election to be held for each of the three members, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the successor committee must be an owner of a tract subject to this Declaration or the designee of a legal entity which owns a tract subject to this Declaration. In the event of the death, resignation or disqualification of any member of the successor committee or of any committee elected thereafter, the owners of the tracts subject to this Declaration shall elect a successor committee member voting as above mentioned. Any owner of a tract may call a meeting of the owners of the tracts subject to this Declaration for the

purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee and said meeting must be held in Boone County, Missouri.

No member of the Architectural Control Committee shall receive any compensation for services performed.

ROADWAY AREAS (INTERIOR)

18. The undersigned Developer does hereby grant and create a common, perpetual, nonexclusive roadway and utility easement over and across the following described easement areas, to-wit:

- a) The easement area described in the Roadway and Utility Easement recorded in Book 3233, Page 148, Deed Records of Boone County, Missouri.
- b) The easement area described in the Roadway and Utility Easement recorded in Book 3219, Page 43, Deed Records of Boone County, Missouri.
- c) A tract of land located in the Northwest Quarter of Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being part of Tracts 8, 9, & 10, as shown by the survey recorded in Book 4391, Page 42, and part of the tract described by the Warranty Deed recorded in Book 4373, Page 22 and being more particularly described as follows:

Commencing at the northern most common corner of said Tracts 8, 9 & 10, and with the east line of said Tract 8, N 33°12'30"W, 21.10 feet to the point of beginning:

Thence from the point of beginning and leaving the east line of said Tract 8, S 72°43'40"W, 25.08 feet; thence S17°16'20"E, 55.00 feet; thence 235.62 feet along a 50.00-foot radius curve to the left, said curve having a chord, N 27°43'40"E, 70.71 feet; thence N 17°16'20"W, 5.00 feet; thence S 72°43'40"W, 24.92 feet to the point of beginning and containing 0.20 acres.

for the use and benefit of the Association and for the use and benefit of the present and future owners of tracts 1 through 12, both inclusive, for ingress to and egress from said tracts and for utility line access to said tracts, all for the use and benefit of the present and future owners of said tracts subject to the right of the Association (as referred to below herein) to control, operate,

repair and maintain said easement area and the roadway and utility facilities in said easement area, and to grant to public utility entities easement rights to install, repair and maintain utility lines and utility facilities in said easement areas, and to dedicate the easement area to public use as a public roadway without the consent of any other person. This easement shall automatically terminate and become null and void if and when all of the easement area described above is dedicated to and accepted by the County of Boone or any other governmental authority with proper jurisdiction as a public roadway.

ROADWAY AREA (WEST LINE)

19. The undersigned Developer does hereby grant and create a common, perpetual, nonexclusive roadway and utility easement over and across the following described easement area, to-wit:

A strip of land located in the Northwest Quarter of Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being part of the survey recorded in Book 4391, Page 42, and part of the tract described by the Warranty Deed recorded in Book 4373, Page 22 and being more particularly described as follows:

Commencing at the northwest corner of said survey and with the west line thereof, S 9°50'30"E, 93.69 feet; thence S3°23'30"E, 110.00 feet to the point of beginning:

Thence from the point of beginning and continuing with the west line of said survey, said strip being 15 feet wide and lying left of and adjacent to the following described line, S 3°23'30"E, 431.20 feet; thence S 2°13'10"E, 328.70 feet; thence S 18°32'50"W, 198.10 feet; thence S 20°55'00"W, 274.70 feet; thence S 11°58'00"W, 131.90 feet; thence S 0°53'50"E, 111.20 feet; thence S 22°14'00"E, 96.00 feet; thence S 36°19'00"E, 364.41 feet; thence S 21°58'30"E, 194.21 feet; thence S 30°50'05"E, 554.87 feet; thence continuing with the west line of said survey, said strip widening to 50 feet wide and lying left of and adjacent to the following described line, 166.65 feet along a 150.00-foot radius curve to the right, said curve having a chord, S 0°25'00"E, 158.21 feet to the northerly right-of-way line of the M.K.T. Trail and the end of this described line.

for the use and benefit of the Association and for the use and benefit of the present and future owners of Tracts 1 through 12, both inclusive, for ingress to and egress from said tracts and for utility line access to said tracts, all for the use and benefit of the present and future owners of said tracts subject to the right of the Association (as referred to below herein) to control, operate, repair and maintain said easement area and the roadway and utility facilities in said easement

area, and to grant to public utility entities easement rights to install, repair and maintain utility lines and utility facilities in said easement area, and to dedicate the easement area to public use as a public roadway without the consent of any other person. This easement shall automatically terminate and become null and void if and when all of the easement area described above is dedicated to and accepted by the County of Boone or any other governmental authority with proper jurisdiction as a public roadway.

UTILITY EASEMENTS

20. The undersigned Developer does hereby grant and create a common, perpetual, nonexclusive utility easement over and across the following described easement areas, to-wit:

- a) A strip of land located in the Northwest Quarter of Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being part of Tracts 8, 9, & 10, as shown by the survey recorded in Book 4391, Page 42, and part of the tract described by the Warranty Deed recorded in Book 4373, Page 22 and being more particularly described as follows:

Commencing at the northern most common corner of said Tracts 8, 9 & 10, and with the east line of said Tract 8, N 33°12'30"W, 21.10 feet; thence leaving the east line of said Tract 8, S 72°43'40"W, 25.08 feet to the point of beginning:

Thence from the point of beginning, said strip being 10 feet wide and lying right of and adjacent to the following described line, S 17°16'20"E, 55.00 feet; thence 235.62 feet along a 50.00-foot radius curve to the left, said curve having a chord, N 27°43'40"E, 70.71 feet to the end of this described line.

- b) A strip of land located in the Northwest Quarter of Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being part of the survey recorded in Book 4391, Page 42, and part of the tract described by the Warranty Deed recorded in Book 4373, Page 22 and being more particularly described as follows:

Commencing at the northwest corner of said survey and with the west line thereof, S 9°50'30"E, 93.69 feet; thence S 3°23'30"E, 110.00 feet to the point of beginning:

Thence from the point of beginning and continuing with the west line of said survey, said strip being 25 feet wide and lying left of and adjacent to the following described line, S 3°23'30"E, 431.20 feet; thence S 2°13'10"E, 328.70 feet; thence S 18°32'50"W, 198.10 feet; thence S 20°55'00"W, 274.70 feet; thence S 11°58'00"W, 131.90 feet; thence S

0°53'50"E, 111.20 feet; thence S 22°14'00"E, 96.00 feet; thence S 36°19'00"E, 364.41 feet; thence S 21°58'30"E, 194.21 feet; thence S 30°50'05"E, 554.87 feet to the end of this described line.

- c) The 20 foot wide easement area described in the easement recorded in Book 3226, Page 193, Deed Records of Boone County, Missouri.
- d) The 20 foot wide easement area described in the easement recorded in Book 3233, Page 147, Deed Records of Boone County, Missouri.

for the use and benefit of the Association, for the use and benefit of the present and future owners of Tracts 1 through 12, both inclusive, and for the use and benefit of public utility entities who shall have the right to install, repair and maintain utility lines and utility facilities in said easement area subject to the right of the Association (as referred to below herein) to control said utility easement areas.

SIGN AND LANDSCAPE EASEMENT

21. The undersigned Developer does hereby grant to the Association and the Association shall have and is hereby granted a perpetual sign and landscape easement over and across the following described easement area, herein referred to as the "Easement Area," to-wit:

A tract of land located in the Northwest Quarter of Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being part of Tract 3, as shown by the survey recorded in Book 4391, Page 42, and part of the tract described by the Warranty Deed recorded in Book 4373, Page 22 and being more particularly described as follows:

Beginning at the northwest corner of said Tract 3, and with the lines thereof, S 82°07'25"E, 67.01 feet; thence S 24°13'55"E, 167.92 feet; thence S 6°44'20"W, 177.32 feet; thence N 76°19'50"W, 87.59 feet to the west line of said survey; thence with said west line N 3°23'30"W, 225.78 feet; thence N 9°50'30"W, 93.69 feet to the point of beginning and containing 0.70 acres.

upon the following terms and conditions:

a) The Association and any of its designated representatives shall have the right to enter upon the sign and landscape Easement Area and perform the following thereon:

- 1. To erect, install, maintain, repair, replace and remove one or more signs indicating entrance to Wind River.

2. To install, maintain, repair, replace and remove lighting on the signs in the Easement Area and to install, maintain, repair, replace and remove sign lighting fixtures, equipment and facilities of all types.

3. To install underground electric lines and electrical facilities to provide electricity for lighting on the aforesaid signs.

4. To grade the Easement Area, alter the level of the Easement Area and install berms and other scenic improvements in the Easement Area.

5. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the Easement Area.

6. To install sprinkler and irrigation equipment and systems in the Easement Area.

7. To install fences, fencing materials, walls, structures and other improvements in the Easement Area.

b) The tract owners of the tract (being Tract 3) on which this sign and landscape easement is imposed are hereby barred and enjoined from doing any of the following and shall not engage in any of the following activities in the sign and landscape Easement Area, to-wit:

1. The placing of any obstruction in front of the signs which would preclude the same from being visible from the public road.

2. The altering of any sign or the infliction of any damage on any sign.

3. The grading of the Easement Area, the digging or excavating in the Easement Area or in any manner altering the levels, characteristics or appearance of the Easement Area, except as reasonably necessary in connection with the installation, repair or maintenance of a utility line and upon the completion of said work the person or entity performing or procuring the performance of said work shall restore the Easement Area to its original condition existing prior to the time of the commencement of said work.

4. The removing of any trees, shrubs, ground cover, plantings or other landscaping materials in the Easement Area.

5. The planting or gardening in the Easement Area or the placing of any trees, shrubs, ground cover, plants or other landscaping materials in the Easement Area.

6. The altering of or the infliction of any damage upon any of the trees, shrubs, ground cover, plantings, fences, walls, or other improvements or landscaping materials in the Easement Area.

7. The installing of any improvements or structures within the Easement Area.

8. The placing of any fence, wall or similar structures within the Easement Area.

9. The placing of any trash or debris in the Easement Area or the placing of any other material or object of any kind or type in the Easement Area.

c) This easement shall run with the tract upon which the easement crosses and shall be binding upon the present and future owners of said tract and this sign and landscape easement shall run in favor of the Association which shall have the right to enforce all of the provisions of this sign and landscape easement in law or in equity, or both, and this easement shall not be amended, modified or revoked without the prior written consent of the Association.

d) Notwithstanding the foregoing provisions of this paragraph 21, the Association shall only have the right under this paragraph 21 to mow and cut grass, weeds, vegetation, shrubs, brush and trees in the following portion of the Easement Area, to-wit:

(i) The public road right-of-way areas which cross the Easement Area.

(ii) The portion of the Roadway Areas (Interior) described in paragraph 18 above which cross the Easement Area.

(iii) The portion of the Roadway Area (West Line) described in paragraph 19 above which crosses the Easement Area.

and the Association shall not have the right under this paragraph 21 to perform any other activities described in this paragraph 21 in the above described portions of the Easement Area. The provisions of this subparagraph d) shall not in any way modify or limit the rights of the Association under paragraphs 18 and 19 above.

TRAIL EASEMENT

22. The undersigned Developer does hereby grant and create a perpetual, nonexclusive trail easement over and across the following described easement area, to-wit:

A strip of land located in the Northwest Quarter of Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being part of Tracts 9 & 10, as shown by the survey recorded in Book 4391, Page 42, and part of the tract described by the Warranty Deed recorded in Book 4373, Page 22 and being more particularly described as follows:

Commencing on the north right-of-way line of the M.K.T. Trail and the southwest corner of said Tract 10, and with the west line of said tract, 50.64 feet along a 150.00-foot curve to the left, said curve having a chord, N 22°34'25"E, 50.40 feet to the point of beginning:

Thence from the point of beginning and leaving the lines of said Tract 10, said strip being 10 feet wide and lying 5 feet both sides of the following described center line, N 86°55'10"E, 104.79 feet; thence 179.03 feet along a 100.00-foot radius curve to the left, said curve having a chord, N 35°37'45"E, 156.06 feet; thence N 15°39'35"W, 249.79 feet; thence 60.31 feet along a 100.00-foot radius curve to the right, said curve having a chord, N 1°37'00"E, 59.40 feet; thence N 18°53'40"E, 75.64 feet to the north line of said Lot 9 and the end of this described center line.

for the use and benefit of the Association and for the use and benefit of the present and future owners of Tract 8, Tract 9 and Tract 10, who shall have and are hereby granted a perpetual, nonexclusive easement to use the easement area for walking, jogging and nonmotorized bicycle riding, and such other uses as permitted by the Association (as referred to below herein), subject to the right of the Association to control, operate, repair and maintain said easement area, subject to the rules and regulations established by the Association for the use of the same and subject to the other provisions contained herein. In the event of a dispute in regard to the use of the easement area, the same shall be resolved by the Association and the decision of the Association shall be controlling. The Association shall have and is hereby granted a perpetual,

nonexclusive easement for use in maintaining the easement area and for use in enforcing the aforesaid rules and regulations established by the Association in regard to the use of the easement area. The Association shall have the right to operate motorized vehicles on the easement area in connection with performing maintenance and repair of the easement area, but no other person shall have the right to operate a motorized vehicle on the easement area. The Association shall have the right to assess the owners of Tract 8, Tract 9 and Tract 10 for the expense of installing, maintaining and repairing the easement area and said assessment shall be assessed equally against each of said three tracts. The owners of Tracts 1 through 7 and the owners of Tracts 11 through 14 shall not be obligated to pay any assessment to install, repair and maintain the trail easement area and shall not have the right to use the trail easement area.

ASSOCIATION

23. The Developer shall not later than December 31, 2015 cause to be incorporated a not-for-profit corporation under the laws of the State of Missouri to be known as Wind River Owners Association, a Missouri not-for-profit corporation (or such other name selected by the undersigned in the event said name is not available), referred to herein as "Association" and the Association shall have the right, power and authority to own, control, operate, repair and maintain the roadway easement areas referred to in paragraphs 18 and 19 above, a strip of land not to exceed twenty (20) feet in width abutting the west line of the roadway area described in paragraph 19 above, the utility easement area referred to in paragraph 20 above, the sign and landscape easement area referred to in paragraph 21 above and the trail easement area referred to in paragraph 22 above and any other property referred to herein and to use the same for the purposes set out herein and such other purposes as the Association shall deem appropriate. Each owner of Tracts 1 through 12, both inclusive, shall be a member of the Association and in the event a said tract is subdivided as provided in paragraph 28 below, the owner of each smaller tract shall be a member of the Association. The membership appurtenant to each of the aforesaid tracts, being Tracts 1 through 12, both inclusive, as the same may be subdivided, shall not be separated from ownership of said tract. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

- a) The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Developer either until such

time that the Developer has sold and conveyed title to all of the aforesaid Tracts 1 through 11, both inclusive, or until the time that Developer has recorded in the office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to continue to appoint the members of the Board of Directors, whichever first occurs. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each of Tracts 1 through 12, both inclusive, including any subdivided tract, owned for the election of the Board of Directors. When more than one person holds an interest in any aforesaid tract, being Tracts 1 through 12, both inclusive, including any subdivided tract, all such persons shall be members and shall have one vote for such tract which shall be exercisable as the owners of the tract may determine but in no event shall more than one vote be cast with respect to any said tract. The initial Board shall have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be appointed or elected so as to maintain a total membership on the Board of three (3). The appointment and election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By-laws established by the Directors of the Association, insofar as such By-laws do not conflict with the provisions of this document and in case of conflict the provisions of this document shall control. After the Developer no longer has the right to appoint the members of the Board of Directors of the Association, the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association and shall have the right by majority vote to make any and all decisions of the Association.

b) Each owner of an aforesaid tract, being Tracts 1 through 12, both inclusive, including any subdivided tract, by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and

costs of collection as hereinafter provided, shall be a lien upon the tract against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such tract at the time the assessment was imposed.

c) The annual and special assessments shall be assessed and used for the purposes of the Association including but not limited to the following:

1. To control, operate, maintain, repair, alter and improve the roadway areas referred to in paragraphs 18 and 19 above and to provide snow removal in said roadway area.
2. To own, control, operate, repair, alter and improve a strip of land not to exceed twenty (20) feet in width abutting the west line of the Roadway Easement Area described in paragraph 19 above.
3. To control, operate, maintain, repair, alter and improve the utility easement areas referred to in paragraph 20 above.
4. To control, operate, maintain, repair, alter and improve the sign and landscape easement areas referred to in paragraph 21 above.
5. To control, operate, maintain, repair, alter and improve the trail area referred to in paragraph 22 above.
6. To install, own, control, repair, maintain, operate and improve one or more signs indicating the entrance to Wind River.
7. To install, maintain, repair, replace and remove lighting on the signs referred to in the preceding paragraph and to landscape the aforesaid sign and landscape easement areas.
8. To install underground electric lines and electrical facilities to provide electricity for lighting the aforesaid signs.
9. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain the trees, shrubs, ground cover, plantings and other landscape materials of all types and kinds in the sign and landscape easement areas referred to above.

10. To install a sprinkler and irrigation equipment system in the sign and landscape easement areas referred to above.

11. To control, operate, maintain, repair, alter and improve the trail easement area referred to above herein.

12. To acquire title to any of the real estate within the boundaries of any of the real estate made subject to the provisions of this Declaration and use the same as common area for the benefit of the owners of Tracts 1 through 12 above described, including any subdivided tract.

13. To maintain such insurance on the property and easement areas owned and/or controlled by the Association as the Association deems appropriate.

14. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.

15. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.

16. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.

d) The assessments of the Association shall be assessed equally against each of the twelve (12) above described tracts, being Tracts 1 through 12, both inclusive, and each portion of a subdivided tract, if any, which are subject to assessment as provided herein, except the assessments in regard to the trail easement referred to in paragraph 22 above shall be assessed equally only against Tracts 8, 9 and 10 and each portion of a subdivided said tract. The Association is hereby empowered to make and collect during each year from the owner(s) of each tract an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Association as required for the purpose set forth in this document.

e) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection,

thereupon become a continuing lien on the tract which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the tract.

f) If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the tract, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or nonuser of the benefits for which the assessment is imposed.

g) The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a tract subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due during the time he, she or it owned the tract.

h) That notwithstanding any other provisions contained herein, upon Developer first conveying title to an aforesaid tract, the grantee of the title to said tract shall pay to the Association an initial onetime assessment (herein "Initial Assessment") in the amount of One Thousand Dollars (\$1,000.00).

MODIFICATION

24. The provisions of paragraphs 1 through 17 above herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned Developer or the assignees of the rights of the undersigned Developer hereunder, and (b) the owners of two-thirds (2/3) of all of the tracts subject to this Declaration; provided however, after the undersigned Developer and the assignee of the rights of the undersigned Developer cease to own any of the tracts subject to the provisions of this Declaration, the provisions of paragraphs 1 through 17 above may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of all of the tracts subject to this Declaration.

25. The provisions of paragraphs 18 through 23 herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned Developer or the assignees of the rights of the undersigned as Developer hereunder, and (b) the owners of two-thirds (2/3) of Tracts 1 through 12, both inclusive; provided however, after the undersigned Developer and the assignee of the rights of the undersigned as Developer cease to own any of the tracts subject to the provisions of paragraphs 18 through 23 above, the provisions of paragraphs 18 through 23 above may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of Tracts 1 through 12, both inclusive.

ENFORCEMENT

26. The Developer, the Association and/or the owner of any tract subject to this Declaration may enforce this Declaration and the provisions herein and shall have the right to proceed in law or in equity or both, against any person or persons violating or attempting to violate any of the provisions of this Declaration, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and the Association shall have the right to enforce its lien rights as set out above herein, and in any aforesaid legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

DEVELOPER RIGHTS

27. Tompkins Homes and Development, Inc., a Missouri corporation, shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint members of the Architectural Control Committee and the right to appoint the members of the Board of Directors of the Association, to any other person or entity but any such

assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a tract subject to the provisions of this document.

TRACT DEFINITION

28. The term "tract" as used herein shall be deemed to mean the above described Tracts 1 through 14, both inclusive, except in the event hereafter a said tract is subdivided into smaller tracts by survey, plat, deed or otherwise, each said smaller tract shall thereupon be deemed a tract under the provisions of this document.

MISCELLANEOUS

29. Invalidation of any one of the provisions of this document by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 23 day of February, 2015.

OWNER & DEVELOPER:

TOMPKINS HOMES AND DEVELOPMENT,
INC., a Missouri corporation

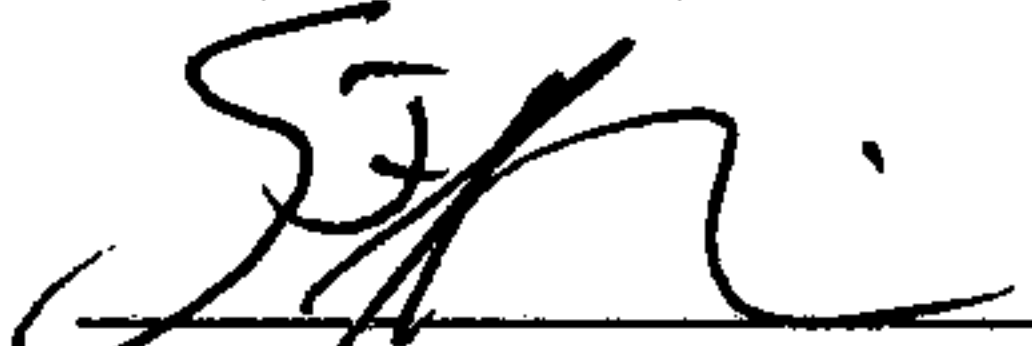
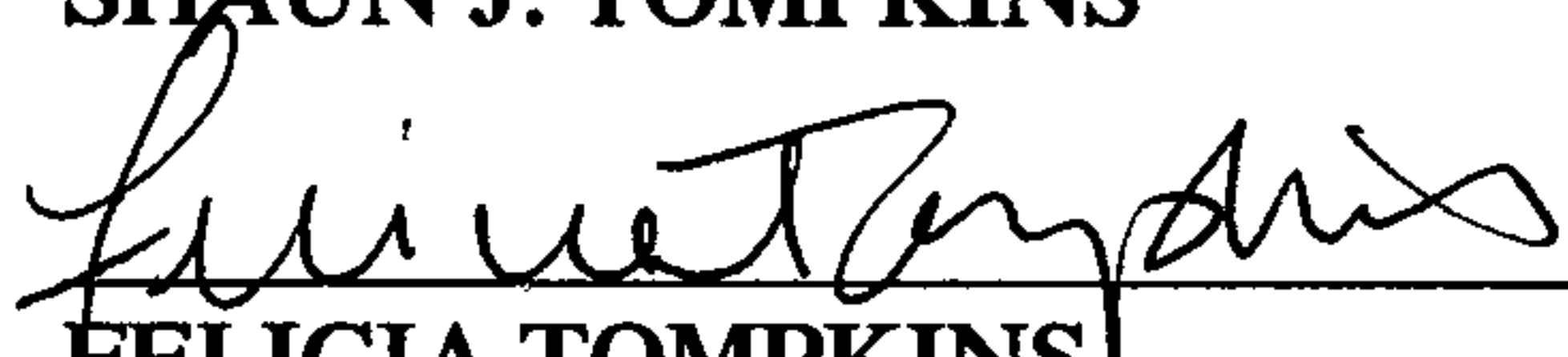
(no seal)

BY: 
MICHAEL D. TOMPKINS, President

ATTEST:


MICHAEL D. TOMPKINS, Secretary

OWNERS:


SHAUN J. TOMPKINS

FELICIA TOMPKINS

Boone County, Missouri
Unofficial Document

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

BOONE COUNTY MO FEB 23 2015

On this 23 day of February, 2015, before me appeared MICHAEL D. TOMPKINS, to me personally known, who, being by me duly sworn, did say that he is the President of TOMPKINS HOMES AND DEVELOPMENT, INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

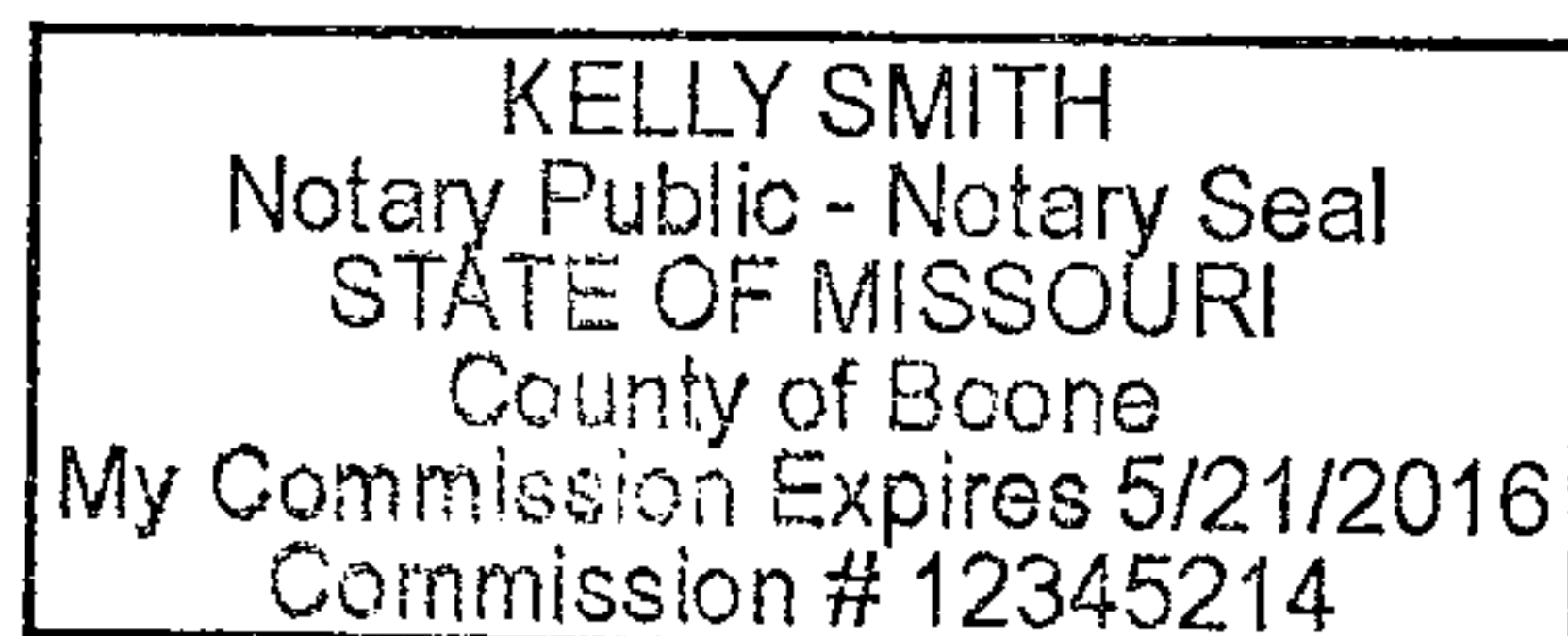
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Kelly Smith
Notary Public

My commission expires:

5/21/2016

Kelly Smith



STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 23rd day of February, 2015, before me personally appeared SHAUN J. TOMPKINS and FELICIA TOMPKINS, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Shannon L. Smith
Notary Public

My commission expires:

May 24, 2016

Shannon L. Smith
Notary Public-Notary Seal
State of Missouri-County of Boone
COMMISSION #12381522
My Commission Expires May 24, 2016

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO FEB 23 2015

MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned, BOONE COUNTY NATIONAL BANK, a corporation, being the holder of the Note secured by the Deed of Trust recorded in Book 4373, Page 24, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described First Amended Declaration of Restrictions of Wind River.

Dated this 23 day of February, 2015.

BOONE COUNTY NATIONAL BANK,
a corporation

BY: [Signature]
Vice-President Jill Cox - SrVP

ATTEST:

[Signature]
Secretary Kelly Smith

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 23 day of February, 2015, before me appeared Jill Cox, to me personally known, who, being by me duly sworn, did say that he/she is a Vice-President of BOONE COUNTY NATIONAL BANK, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Vice-President 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 Columbia, Missouri, the day and year first above written.

My commission expires:

5/21/2016

[Signature]
Notary Public
Kelly Smith

KELLY SMITH Notary Public - Notary Seal STATE OF MISSOURI County of Boone My Commission Expires 5/21/2016 Commission # 12345214
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Boone County, Missouri
Unofficial Document

BOONE COUNTY MO FEB 23 2015

MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned, BOONE COUNTY NATIONAL BANK, a corporation, being the holder of the Note secured by the Deed of Trust recorded in Book 4396, Page 16, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described First Amended Declaration of Restrictions of Wind River.

Dated this 23 day of February, 2015.

BOONE COUNTY NATIONAL BANK,
a corporation

BY: [Signature]
Vice-President Jill Cox - Sr VP

ATTEST:

[Signature]
Secretary Kelly Smith

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

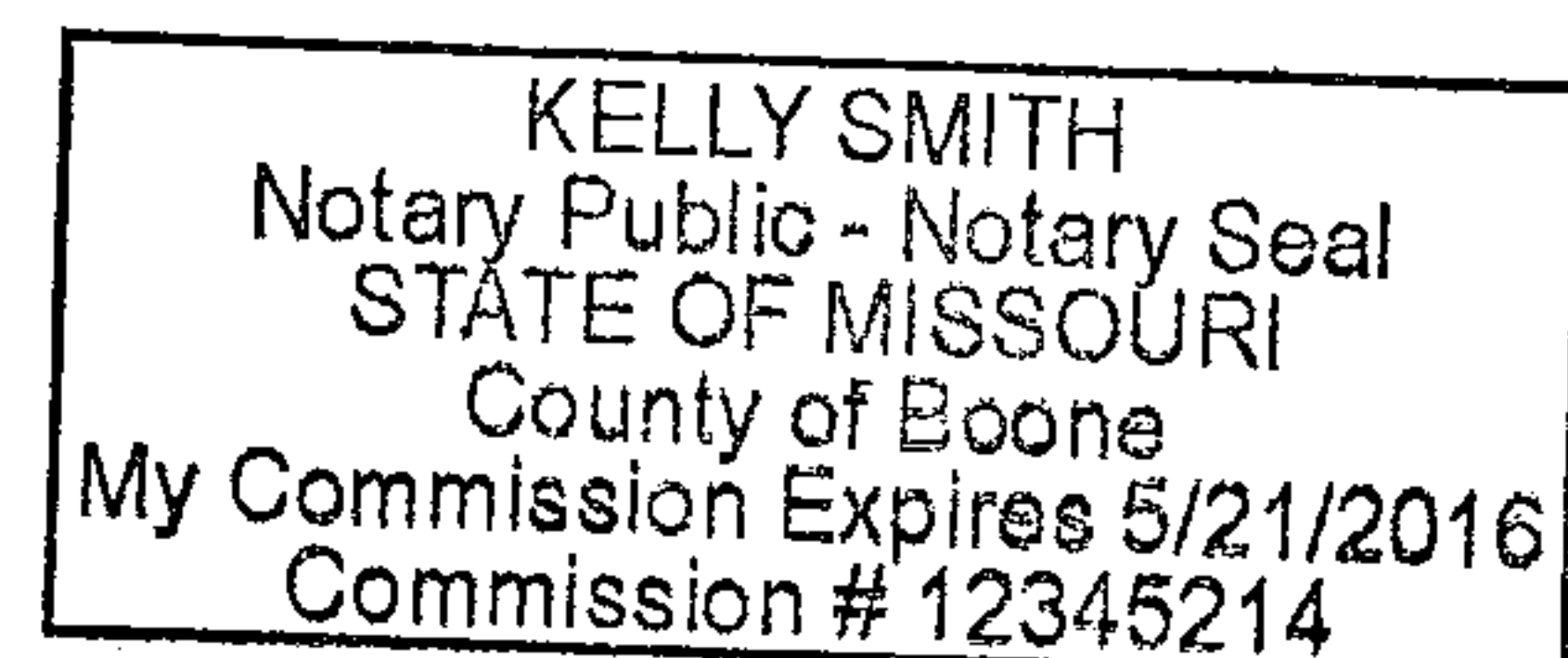
On this 23 day of February, 2015, before me appeared Jill Cox, to me personally known, who, being by me duly sworn, did say that he/she is a Vice-President of BOONE COUNTY NATIONAL BANK, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Vice-President 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 Columbia, Missouri, the day and year first above written.

My commission expires:

5/21/2016

[Signature]
Notary Public
Kelly Smith



Boone County, Missouri
Unofficial Document

BOONE COUNTY MO FEB 23 2015

TRACT DESCRIPTIONS
(Wind River)

Tract 1:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 1 of the survey recorded in book 4391, page 42 and containing 10.00 acres.

Tract 2:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 2 of the survey recorded in book 4391, page 42 and containing 10.01 acres.

Tract 3:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 3 of the survey recorded in book 4391, page 42 and containing 10.01 acres.

Tract 4:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 4 of the survey recorded in book 4391, page 42 and containing 10.01 acres.

Tract 5:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 5 of the survey recorded in book 4391, page 42 and containing 10.01 acres.

Tract 6:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 6 of the survey recorded in book 4391, page 42 and containing 10.00 acres.

Tract 7:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 7 of the survey recorded in book 4391, page 42 and containing 10.00 acres.

Tract 8:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of Tract 8 of the survey recorded in book 4391, page 42 and containing 10.03 acres.

EXHIBIT A

<http://www.ShowMeBoone.com>

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO FEB 23 2015

Tract 9:

A tract of land located in Section 27, Township 48 North, Range 14 West, and being part of New Madrid Claim Number 64, Boone County, Missouri and being all of Tract 9 of the survey recorded in book 4391, page 42 and containing 10.03 acres.

Tract 10:

A tract of land located in Section 27, Township 48 North, Range 14 West, and being part of New Madrid Claim Number 64, Boone County, Missouri and being all of Tract 10 of the survey recorded in book 4391, page 42 and containing 20.02 acres.

Tract 11:

A tract of land located in Section 27, Township 48 North, Range 14 West, and being part of New Madrid Claim Number 64, Boone County, Missouri and being all of Tract 11 of the survey recorded in book 4391, page 42 and containing 20.00 acres.

Tract 12:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of the tract of land shown in the survey recorded in book 3233, page 149 and containing 13.57 acres.

Tract 13:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of the tract of land shown in the survey recorded in book 2291, page 619 and containing 10.16 acres.

Tract 14:

A tract of land located in Section 27, Township 48 North, Range 14 West, Boone County, Missouri and being all of the tract of land shown in the survey recorded in book 2439, page 82 and containing 10.94 acres.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO FEB 23 2015

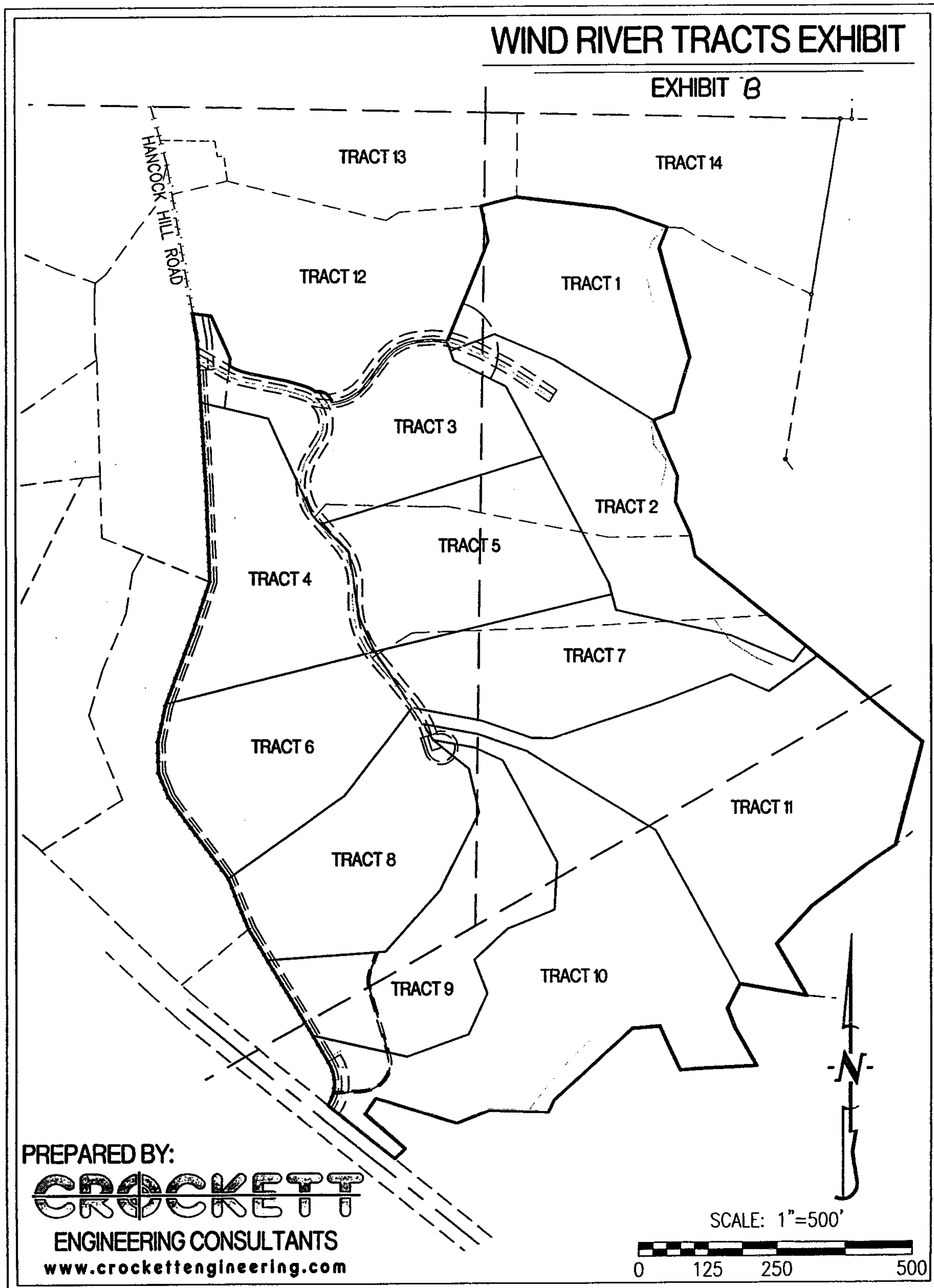


EXHIBIT B