

EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

Honeystone

WHEREAS, WINDSOR INVESTMENT COMPANY whose address is P. O. Box 100, Barnhart, Mo. 63012 ("DEVELOPER") has caused to be surveyed and platted a certain subdivision within Jefferson County, Missouri, and within Franklin County, Missouri, the same to be known as HONEYSTONE (the "Subdivision") as Recorded in Plat Book 161 at Page 13+14 of the Jefferson County Missouri Land Records, and as Recorded in Plat Book P at Page 542 of the Franklin County Land Records,

WHEREAS, Developer desires for itself and all now and future Tract Owners in the Subdivision to impose certain easements, covenants and restrictions, ("Restrictions") the same to run with the land and bind all Tracts and Tract Owners, their heirs, personal representatives, successors and assigns, in the Subdivision,

NOW THEREFORE, in consideration of the benefits to and the detriments of Developer and of all now and future Tract Owners in the Subdivision, the Restrictions shown on EXHIBIT "A" and EXHIBIT "B" attached hereto (EXHIBIT "A" consisting of Restrictions 1 through 28 and Exhibit "B" consisting of 1 page(s)) are hereby imposed on HONEYSTONE with such exceptions as may be described on said EXHIBIT "A" and said EXHIBIT "B".

IN WITNESS WHEREOF, the partners of WINDSOR INVESTMENT COMPANY have hereunto subscribed their names this 13th day of April, 1998.

JEFFERSON COUNTY INVESTMENT COMPANY, a Partner

BY: John V. Price John V. Price, President

ATTEST Gerald T. Price, Ass't Secy.

RHP, INC., a Partner

BY: Gerald T. Price Gerald T. Price, President

STATE OF MISSOURI)
) ss
COUNTY OF JEFFERSON)

On this 13th day of April, 1998 before me personally appeared, John V. Price to me personally known, who, being by me duly sworn, did say that he is the President of Jefferson County Investment Company, a Corporation of

PLAINTIFF'S EXHIBIT 2



EXHIBIT "A" RESTRICTIONS FOR HONEYSTONE**RESTRICTIONS**

1. No building or structure, except erected fences, shall occupy the area between the set back lines and the tract lines, as shown upon the plat of THIS SUBDIVISION. No barbed wire fences may be erected within 50 feet of any street or roadway.
2. Each Tract as shown on the plat of THIS SUBDIVISION is restricted to a single one-family residence, except as may be modified by Restriction 10.
3. All residence buildings erected upon any Tract shall have a minimum total floor area, exclusive of one-story open porches and garages, of 1500 square feet. [THE MINIMUM TOTAL FLOOR AREA AS SHOWN ON EXHIBIT "B" ITEM NUMBER 1.] If the residence building is of a "multi-level" design, the total floor area as above set forth on the main floor (For the purposes of these Restrictions the main floor will be considered to be the lowest floor totally above ground level.) shall be a minimum of 1200 square feet. [THE MINIMUM MAIN FLOOR AREA AS SHOWN ON EXHIBIT "B" ITEM NUMBER 2.] All residential buildings must have a two-car attached garage unless exempted herein. (For the purposes of these Restrictions a garage in a basement of the residence is not considered an "attached garage".) Residence buildings with a minimum total floor area (as defined above) of 2500 square feet AND ALSO a minimum main floor area (as defined above) of 1800 square feet [THE ATTACHED GARAGE EXCEPTION AS SHOWN ON EXHIBIT "B" ITEM NUMBER 3] need not have the required two car garage attached. No "earth" homes or residence nor any such structure with the main floor walls located below or partially below ground level will be permitted. Foundations must be continuous and of poured concrete. Residential building exteriors must be constructed of new materials, provided that used brick may be aesthetically utilized. Each Tract must contain off-road parking, adequate to accommodate reasonable residential use. Artificial or composition brick siding, rolled roofing, tar paper, and other building materials which are unsightly shall not be used on any exposed exterior of any building.
4. Subdivision roads may not be regularly used for the parking or standing of vehicles.
5. No building may be erected with a flat roof nor shall any mobile home, factory manufactured home or modular home be erected on any Tract.
6. Horses and ponies (equestrian use), dogs, cats and other household pets are permitted. No pigeons, poultry, cattle, hogs, goats, sheep or other animals are permitted. All Tract Owners with permitted animals shall keep

and maintain same so that they do not constitute a nuisance, hazard or infringe upon the rights or privileges of other Tract Owners.

7. Tracts shall be used only for residential purposes. Activities on or from Tracts and the improvements which produce revenue shall not be deemed a violation of "residential purposes" provided that such activity does not exhibit an open or notorious commercial business operation. Signs shall not be permitted on any Tract, provided that one "For Sale" sign may be placed in a conspicuous space on a Tract while the Tract is actually listed for sale or is actually for sale. No Tract or any building shall be used for any illegal or unlawful purpose. No residential building, nor any part of any Tract may be used for heavy manufacturing or industrial purposes. Storage or repair of any broken-down commercial vehicle, commercial trailer, heavy machinery, or motor homes used for commercial purposes will not be permitted on any Tract.
8. In addition to a residential building, two other buildings may be erected on each Tract. Such buildings shall be accessory to or complimentary of the residential purposes and the accommodation of permitted animals. Commercially designed and constructed metal buildings are specifically permitted if installed in an unobtrusive location. Portable buildings, sheds and the like shall not be permitted.
9. No person shall live in any temporary building.
10. No Tract shall be subdivided when after such subdivision any Tract is less than the 5 acres. [MINIMUM TRACT SIZE SHOWN ON EXHIBIT "B" ITEM NUMBER 4.] Any Tracts created because of such subdivision within the Subdivision shall be subject to all of these Restrictions the same as if they were initially platted as separate Tracts. A tract shall not be deemed subdivided if it is partitioned by agreement between two or more adjoining Tract Owners, provided that such Tract, once partitioned, shall no longer constitute or be identified as a separate and distinct Tract; rather, the entire adjoining Tract, together with the partitioned Tract part added, shall thereafter constitute and be identified as one Tract to take the number of the full Tract as initially platted. Once partitioned, all assessments for the Tract so partitioned shall be permanently waived and no Tract Owner shall be entitled to any vote because of the ownership of any part of the partitioned Tract. An owner of two or more contiguous platted Tracts may locate or situate a building encroaching upon, over or without any common building line.
11. No Tract Owner may transport or permit waste, garbages, deleterious materials, refuse, debris, or discarded materials upon or to accumulate on any Tract. All such material shall be promptly removed from any Tract at the expense of the Tract Owner. All Tracts must be kept clean and sanitary. No Tract shall be used as a storage place for any salvage material or

unlicensed vehicles, nor shall any dismantling or repair of any vehicle or other personal property be permitted on any Tract, unless performed inconspicuously and inside a building.

12. Residence buildings, other buildings and all structures must be kept and maintained in good order and repair and in such a manner so as to reasonably avoid deterioration. Activities which create objectionable noise, public nuisances or an unsightly property appearance shall not be permitted.
13. "Off-road" vehicles (motorcycles and terrain-type vehicles when used for recreational purposes or while operated by an unlicensed driver or person) shall not be permitted on Tracts in the Subdivision.
14. Wastewater disposal systems must be built in accordance with applicable ordinances or regulations. Wastewater and any treated effluent shall be contained on the Tract of origin by the Tract Owner in accordance with the law of the State of Missouri.
15. After December 1, 1999 [ROAD COMMITTEE MEETING DATE SHOWN ON EXHIBIT "B" ITEM 5], or prior thereto if so determined by Developer, a meeting of Tract Owners may be called by Developer or by any three or more Tract Owners: said call to be by mailing of a Notice to each Tract Owner, which Notice shall state the date, time and place of the meeting and which Notice shall be mailed to the address of the Tract Owner as the same appears in Developer's records, or in the real estate tax records of Jefferson County, Missouri, for those Tracts located in said county or in the real estate tax records of Franklin County, Missouri for those tracts located in Franklin County. The Notice shall be postmarked not less than ten days prior to the date set for the meeting. (All notifications as hereinafter described to Tract Owners in these Restrictions, if made in a like method shall be deemed sufficient legal notice for the purposes of these Restrictions.) Tract Owners attending the meeting shall be authorized to select five Tract Owners to constitute a Road Committee and said five selected Tract Owners shall serve as Road Committee members for a period of one (1) year. Developer may call a meeting to select a Road Committee at any time utilizing the same Notice requirements. Until December 1, 1999 [ROAD COMMITTEE MEETING DATE SHOWN ON EXHIBIT "B" ITEM 5], or such prior date as the Developer may call the above described meeting, the Road Committee shall consist of Gerald T. Price and John V. Price with however, complete and total immunity of either or both of them from any liability because of such committee membership or arising out of their intentional or negligent acts as committee members.
16. The Road Committee may assess and collect on an annual basis funding ("Assessments") from Tract Owners and use and disburse same for purposes of the road maintenance and to provide for common services to the Tracts. The Road Committee may adopt By-Laws or Rules and Regulations for the

governing of the Committee inclusive of, but not limited to, Rules and Regulations for elections, terms of office and Officers. By-Laws and Rules and Regulations adopted by the Road Committee shall be limited by these Restrictions. The Road Committee shall provide for regular elections and replacement Committee members with elections no less frequently than every three years. In all elections each Tract Owner shall be entitled to two (2) votes for each Tract owned which is subject to assessment. Tract Owners may vote by mail or by proxy if proxies are received prior to the convening of the meeting. Assessments shall never be made against Tracts owned by Developer. The Road Committee may borrow money from a bank, other financial institution, or a financial service company on behalf of the individual tract owners provided that any financing secured by the Road Committee will use future annual assessments as collateral. No tract owner will be held legally or personally responsible for repayment of any loan secured by the Road Committee other than normal payment of annual assessments as outlined in these Restrictions. In the event of loan default, the financial institution or financial service company extending the loan to the subdivision will collect future annual assessments collected from the tract owners by the Road Committee until the loan is completely repaid. The Road Committee may not commit future assessments as collateral for a period of more than three (3) years without unanimous concurrence of the members of the Road Committee.

17. Upon determination by the Road Committee that it is necessary to make expenditures which require an assessment additional to the assessment provided, the Road Committee shall call a meeting of Tract Owners. The expenditure as proposed shall be approved by the Tract Owners in an election provided that 60% of all votes cast shall be in favor of the expenditure. Absent Tract Owners may vote, as aforesaid, by mail or proxy. Assessments so authorized shall specifically be expended for the purpose authorized and any unused Assessments shall be returned to the Tract Owners. Any delinquent assessment shall be collected in the manner herein provided.
18. The Road Committee shall have authority to assess on an annual basis (or as provided in Restriction 17) all Tracts in the subdivision for the purposes enumerated above. The annual assessment per Tract shall not exceed \$475 [MAXIMUM ANNUAL ASSESSMENT AS SHOWN ON EXHIBIT "B" ITEM NUMBER 6], except that this dollar limit shall be adjusted annually to compensate for inflation. The annual assessment per Tract shall not be less than \$375 [MINIMUM ANNUAL ASSESSMENT AS SHOWN ON EXHIBIT "B" ITEM NUMBER 7], except that this dollar limit shall be adjusted annually to compensate for inflation. The adjustment for both the MAXIMUM ANNUAL ASSESSMENT and the MINIMUM ANNUAL ASSESSMENT shall be the percentage increase or decrease, in the All Items Urban Consumer Price Index published by the United States Department of Labor with the base

index being the annual index number for the year 1998. [INFLATION BASE YEAR SHOWN ON EXHIBIT "B" ITEM NUMBER 8.] The MAXIMUM AND MINIMUM ANNUAL ASSESSMENTS shown herein may be reduced by any amount taxed by a Neighborhood Improvement District formed under the laws of the State of Missouri or by other fees paid to a public body with such fees specifically earmarked for maintenance of roads in this subdivision.

19. Assessments shall be paid by each Tract Owner within ninety (90) days after the date of the Notice of Assessment. If assessments are not so paid, the same shall become delinquent and the assessment plus interest at the highest legal rate from the date of the delinquency, together with all costs of collection including reasonable attorney's fees, shall be and constitute a lien on the Tract so assessed. The Road Committee shall file for record in the office of the Recorder of Deeds an appropriate "Notice of Lien" for each delinquent assessment. Upon payment, the lien aforesaid shall be released and, if not paid, the lien may be enforced through legal and equitable procedures, including public sale of the Tract.

20. Developer retains the right to grant and convey easements for utility and service purposes in 50 foot wide strips adjacent to the center line of platted road and street right of ways and easements within this subdivision. Developer retains the exclusive right to grant and convey easements to cellular phone companies or entities providing facilities or services to cellular phone companies in this subdivision including easements for ingress and egress over the roads in this subdivision. The Developer cannot convey any easement for a cellular tower on any Tract not owned by the Developer without the owner's permission except aforesaid ingress and egress easements over the roads. An easement is hereby granted within the boundaries of the above described 50 foot wide strips to SBC Communications, Inc. for the purpose of construction, maintenance and operation of a telephone distribution system upon the conditions that the cost of the main distribution system will be borne by SBC Communications, Inc. and that the distribution cable will be located below the grade of the traveled roadway. Distribution terminals shall be located no more than five (5) feet from a Tract line. An easement is hereby granted within the boundaries of the above described 50 foot wide strips, to AmerenUE, upon the condition that the cost of the main distribution system will be borne by AmerenUE, for the purpose of construction, maintenance and operation of an electric distribution system together with the right for the necessary guy wires and anchors. For the purposes of this restriction the center of the roadways are not considered tract lines. In no case shall any of the easements granted in this restriction be construed as granting an easement which would block or interfere with the extension or continuation of any platted road within this subdivision. Anything herein to the contrary, notwithstanding, no underground pipes, pipe lines, electric lines, communication lines or any other underground utilities shall be installed above the elevation of the

adjacent traveling surface of any constructed road and damage done to the roads or private property in the installation, repair or operation of any aforementioned facilities shall be repaired at the cost of the utility. The Developer hereby retains the exclusive right to grant easements over, under and adjacent to platted roads to access and benefit property adjoining THIS SUBDIVISION, whether said property is platted or not which said easements shall include but not be limited to ingress and egress and utility needs. No communication tower or like facility shall be built in this subdivision without the express written consent of the Developer.

21. No structure of any kind, including fences, shall be erected within any road easement as shown on the subdivision plat. Natural drainage ways and artificial drainage ways constructed by Developer shall not be altered or impeded in such a manner as to interfere with proper road drainage. Drainage in ditches adjacent to platted roadways must not be obstructed. Developer may remove all drainage obstruction or the Road Committee may order same removed and the cost of all removals shall be assessed against the Tract Owner causing the obstruction. Culverts as required so that drainage may be unobstructed and unimpeded, must have a minimum diameter of 15 inches.
22. Irrespective of anything contained in these Restrictions to the contrary, the Developer retains the right to add adjoining or nearby land to these Restrictions. Any such additions (regardless of the name given to such addition) shall for the purposes of these Restrictions be considered as if it were part of the original plat of THIS SUBDIVISION with identical rights and obligations including but not limited to rights of ingress and egress, voting privileges and assessments. All roads in such additions shall for the purposes of these Restrictions be considered as if they were roads in THIS SUBDIVISION and shall along with the roads in THIS SUBDIVISION be subject to one road committee, with the exception that the Developer retains the right to exempt land fronting only on public maintained roads from the herein provided road assessment.
23. THE DEVELOPER HAS BEEN INFORMED BY THE JEFFERSON COUNTY SURVEYING COMPANY THAT NO PORTIONS OF THIS SUBDIVISION WITH THE EXCEPTION OF PORTIONS OF TRACTS 32,33,34,39, AND 40 LIE WITHIN THE 100 YEAR FLOOD BOUNDARY AS SHOWN ON FLOOD INSURANCE RATE MAPS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE APPROXIMATE BOUNDARIES OF THOSE PORTIONS OF SAID TRACTS ABOVE DESCRIBED ARE SHOWN ON THE RECORDED PLAT(S) OF THIS SUBDIVISION.
24. The primary obligation of enforcing the above Restrictions shall be the responsibility of the Tract Owners, providing, however, that the Road Committee or any one having any right, title or interest, including any security

interest, in this subdivision, or in any of the Tracts making up this Subdivision shall have the right and authority to prevent or stop violation of any of these Restrictions by injunction or other Legal procedure and to claim and to recover damages including attorney's fees and court costs and expenses sustained or awarded as a result of such violation.

25. These Restrictions including assessments described in Restriction 18 (but not dedicated, granted or reserved easements or rights reserved by Developer may be changed, repealed, amended or abrogated (Amendment) by the Tract Owners. Before any such amendment is effective it must be approved by a vote of the Tract Owners with two votes allocated to each Tract regardless if each Tract is assessed or not and with not less than 66-2/3% of the total votes possible (the number of Tracts multiplied by 2) cast in favor of the amendment. An amendment may also be effected by a petition or agreement providing that it is signed by the Tract Owners in favor of the amendment and contains Owner signatures equivalent to 66-2/3% of the aforesaid "total vote possible". Upon amendment, an appropriate document shall be recorded in the Recorder's Office in Jefferson County, Missouri, and in the Recorder's office in Franklin County, Missouri indexed to these Restrictions. No amendments may be made regarding assessments where such assessments have been pledged as collateral to a bank or other financial service institution without the written permission of aforesaid lender.
26. Each of these easements, covenants and restrictions is declared to be independent of and severable from every other easement, covenant and restriction. If any such easement, covenant or restriction or any provision of these Restrictions be held invalid or unenforceable, the same shall not affect other easements, covenants and restrictions and the same shall continue to be in full force and effect.
27. These Restrictions shall run with the land and inure to the benefit of and bind all heirs, personal representatives, successors and assigns of Developer and Tract Owners. (When the word Developer is used in these Restrictions it shall be construed to mean not only the Developer herein described, but also a successor Developer which may in the future be designated by the Developer.)
28. These Restrictions make no representation about regulations from any government source which may conflict with provisions of these Restrictions.

EXHIBIT "B" RESTRICTIONS FOR HONEYSTONE

REFER TO EXHIBIT "A"

RESTRICTION NUMBER 3.

ITEM 1. Minimum total floor area: 1500 square feet

ITEM 2. Minimum main floor area: 1200 square feet

ITEM 3. ATTACHED GARAGE EXCEPTION

a. Minimum total floor area: 2500 square feet.

b. Minimum main floor area: 1800 square feet.

RESTRICTION NUMBER 10.

ITEM 4. Minimum tract size: 5 acres

RESTRICTION NUMBER 15

ITEM 5. Road Committee Meeting Date: December 1, 1999

RESTRICTION NUMBER 18.

ITEM 6. Maximum annual assessment: \$475

ITEM 7. Minimum annual assessment: \$375

ITEM 8. Inflation base year: 1998

ADDITIONS, EXCEPTIONS, AND CLAIFICATION TO RESTRICTIONS SHOWN ON EXHIBIT "A", which supersede any restrictions therein which may be in conflict.

The Developer reserves the right to grant easements for parking purposes on portions of Tract 69 for periodic community activities at "Old Rock Church". This applies only if Tract 69 is owned by the Developer at the time the easement is granted. Use by the grantee for the purposes stated shall not be deemed a violation of these Restrictions. Ingress and Egress for said parking shall not be over roads in this Subdivision.

The existing buildings on Tract 52 are exempt from Restriction Numbers 3 and 8, as the buildings pre date these Restrictions.

To meet certain regulatory requirements a 15 foot utility easement (from the edge of the road right of way) is shown on the Plat of Honeystone. (This is 35 feet from the center line of the road.) Restriction number 20 grants easements in 50 foot strips to accommodate the expanded needs of certain utilities. Despite what is shown on the plat the easements are 50 feet wide from the center of the road.

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D.H.

BOOK 831 PAGE 590

STATE OF MISSOURI
COUNTY OF JEFFERSON

I, MARLENE CASTLE, Recorder of Deeds in and for said County, hereby certify that the Annexed instrument is a true copy of the Easements, Covenants & Restrictions As the same appears in Book 831, Page 500, OR AS DOCUMENT # _____ in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Office at Hillsboro, Missouri, this 13th day of April, 2006.
Marlene Castle Deputy
MARLENE CASTLE - Recorder of Deeds

FILED
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RECORDED & INDEXED
JEFFERSON COUNTY, MO.

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