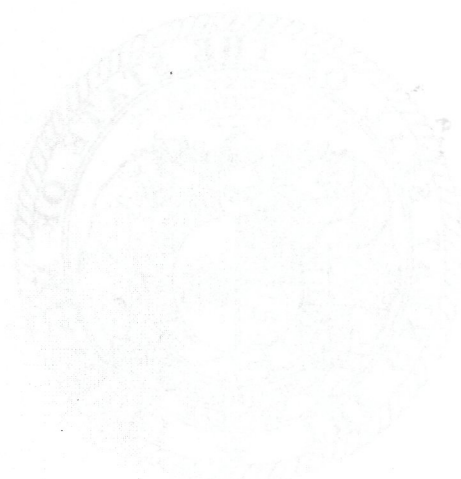


STATE OF MISSOURI

SUNSET TRAILS

Homeowner's Association

Documents



[Faint signature]
Secretary of State

STATE OF MISSOURI



Robin Carnahan
Secretary of State

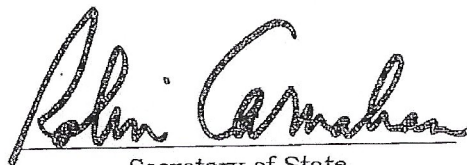
CERTIFICATE OF RESCISSION NONPROFIT CORPORATION

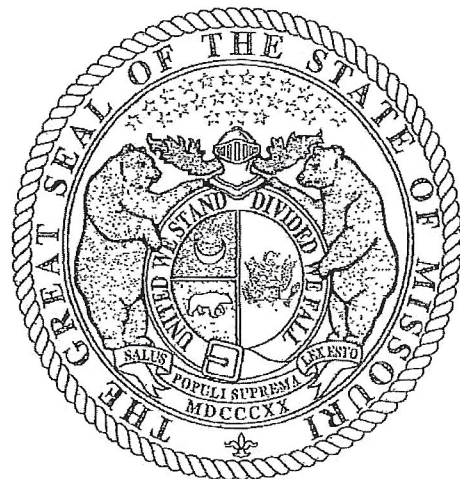
I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, hereby certify that the forfeiture/administrative dissolution entered against

SUNSET TRAILS HOMEOWNERS ASSOCIATION
N00066508

on the 29th day of December, 2006 as provided in the Missouri Nonprofit Corporation Law was this day rescinded, and said corporation was on this date hereby restored to good standing in the records of this office.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
24th day of September, 2007.


Secretary of State



ARTICLES OF INCORPORATION
OF A
MISSOURI NONPROFIT CORPORATION **FILED**

SECRETARY OF STATE
STATE OF MISSOURI
P. O. BOX 778
JEFFERSON CITY, MISSOURI 65102

APR 23 2001

Matt Blunt
SECRETARY OF STATE

KNOW ALL PERSONS BY THESE PRESENTS:

We, the undersigned, being natural persons of the age of eighteen (18) years or more, for the purpose of forming a corporation under the "Missouri Nonprofit Corporation Act" do hereby adopt the following Articles of Incorporation:

1. The name of the Corporation is: SUNSET TRAILS HOMEOWNERS ASSOCIATION.
2. The Corporation is a mutual benefit corporation.
3. The period of duration of the Corporation is: perpetual.
4. The address of its initial Registered Office in the State of Missouri is 715 Oregon Trail Court, Boonville, MO 65233 and the name of its initial Registered Agent at said address is Dan W. Brewer.

5. The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
Dan W. Brewer	715 Oregon Trail Court Boonville, MO 65233
Carol J. Brewer	715 Oregon Trail Court Boonville, MO 65233

6. The Corporation shall have members who shall be the owners of the Lots subject to the Declaration of Covenants, Easements and Restrictions of Sunset Trails Subdivision Plat 1 recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri, as modified, as the same now exist and may from time to time be amended.

7. The purpose or purposes for which the Corporation is organized are:

- a) To serve and act as a homeowners' association for the owners of Lots subject to the provisions of the Declaration of Covenants, Easements and Restrictions of Sunset Trails Subdivision Plat 1 recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri, as modified (herein referred to as the "Declaration"), as the same now exist and may from time to time be amended.
- b) To own, control, operate, maintain, repair and improve the trail areas described in the Declaration.
- c) To own, control, operate, maintain and repair the lake areas described in the Declaration.

d) To own, control, operate, alter, maintain, repair and improve any of the real estate within the boundaries of the real estate made subject to the Declaration and to use the same as common area for the benefit of all owners of Lots described in the Declaration.

e) To own, control, operate, alter, maintain, repair and improve any of the real estate within the general vicinity of the real estate made subject to the provisions of the Declaration and to use the same as common area for the benefit of all owners of Lots described in the Declaration.

f) To maintain such insurance on the trail areas, lake areas, common areas and other property owned and/or controlled by the Corporation as the Corporation deems appropriate.

g) To pay any all taxes and assessments levied, if any, upon all property owned and/or controlled by the Corporation.

h) To adopt, prescribe and enforce rules and regulations with respect to the use of the trail areas, lake areas, common areas and other property owned and/or controlled by the Corporation.

FILED

i) To levy, fix, establish, assess, collect, use and administer annual assessments and special assessments against its members and against the Lots described in the Declaration.

APR 23 2001

j) To carry out and exercise all of its rights, powers and duties and to perform all of its obligations set out in the Declaration.

Matt Blum
SECRETARY OF STATE

k) To enforce all of the provisions of the Declaration and to pay the expense of enforcing the provisions of the Declaration including attorney fees and court costs.

l) To borrow money for the purpose of carrying out the powers and duties of the Corporation.

m) To carry out all other rights, powers and duties and to perform all of the obligations of the Corporation as described in the aforesaid Declaration as the same now exist and may from time to time be amended.

8. The Corporation shall not be used for either business or political purposes, or for pecuniary gain or profit of any of its members, or to finance the political purposes or business activities of any of its members.

9. The Board of Directors of the Corporation shall adopt By-laws, rules and regulations for the government of the Corporation, which may be changed from time to time. The power to make, alter, amend or repeal the By-laws for the regulation and management of the affairs of the Corporation shall be vested in the Board of Directors and members of the Corporation as set forth in the By-laws of the Corporation.

10. The voting rights and powers of the members of the Corporation shall be as established by the By-laws of the Corporation and in conformity with the provisions of the Declaration of Covenants, Easements and Restrictions of Sunset Trails Subdivision Plat 1

recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri, as modified, as the same now exist and may from time to time be amended.

11. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

12. If the Corporation shall be voluntarily or involuntarily dissolved pursuant to the laws of the State of Missouri, the assets of the Corporation in the process of dissolution shall be applied and distributed as follows:

a) All liabilities and obligations of the Corporation shall be paid, satisfied and discharged, or adequate provisions shall be made therefor;

b) Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;

c) Assets held for a charitable, religious, eleemosynary, benevolent, educational or similar use, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, trusts, societies or other organizations engaged in a charitable, religious, eleemosynary, benevolent, educational or similar activities pursuant to a plan of distribution adopted as provided by the laws of the State of Missouri dealing with not-for-profit corporations;

d) Any remaining assets shall be distributed to the members of the Corporation with each member to receive that portion of said remaining assets determined by multiplying said remaining assets by a fraction having a numerator equal to the number of membership votes that said member has in the Corporation and having a denominator equal to the number of all of the membership votes in the Corporation.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Incorporation this 14 day of April, 2001.

FILED

APR 23 2001

Matt Blunt
SECRETARY OF STATE

STATE OF MISSOURI)
) SS.
COUNTY OF Cooper)

Dan W. Brewer
DAN W. BREWER

Carol J. Brewer
CAROL J. BREWER

On this 14th day of April, 2001, before me personally appeared DAN W. BREWER and CAROL J. BREWER, 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 Boonville, Missouri, the day and year first above written.

Paula L. Renfrow
Notary Public

My commission expires:

2/13/03

PAULAL RENFROW
Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: Feb. 13, 2003

FILED

APR 23 2001

Matt Blunt
SECRETARY OF STATE

No. N00066508

STATE OF MISSOURI



Matt Blunt
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF INCORPORATION
MISSOURI NONPROFIT

WHEREAS, duplicate originals of Articles of Incorporation of
SUNSET TRAILS HOMEOWNERS ASSOCIATION

have been received and filed in the office of the Secretary of
State, which Articles, in all respects, comply with the
requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the
State of Missouri, by virtue of the authority vested in me
by law, do hereby certify and declare this entity a body
corporate, duly organized this date and that it is entitled to
all rights and privileges granted corporations organized under
the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I have set my
hand and imprinted the GREAT SEAL of
the State of Missouri, on this, the
23rd day of APRIL, 2001.

Matt Blunt

\$25.00

Secretary of State



DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS OF SUNSET TRAILS SUBDIVISION PLAT 1

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of the following described real estate situated in Cooper County, Missouri, to-wit:

Lots One (1) through Eighteen (18), both inclusive, of Sunset Trails Subdivision Plat 1 as shown by plat recorded in Survey Book 7, Page 264, Deed Records of Cooper County, Missouri.

WHEREAS, the undersigned desire to place the covenants and restrictions contained herein upon all of the above described lots for our own benefit and for the benefit of all future owners of said lots and to create the easements contained herein; and

WHEREAS, the undersigned desire that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said lots shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned do hereby impose the covenants and restrictions herein set out on all of the above described lots, being Lots One (1) through Eighteen (18), both inclusive, of Sunset Trails Subdivision Plat 1, as shown by plat recorded in Survey Book 7, Page 264, Deed Records of Cooper County, Missouri, 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 the undersigned and our successors in title to the above described lots and to our successors and assigns forever, and the undersigned do hereby create the easements set out below herein, to-wit:

USE RESTRICTIONS

1. That each said lot and the dwelling erected on each lot shall be used only for single family residential dwelling purposes and for no other purpose, and not more than one (1) single family residential dwelling shall be constructed on each lot.

2. No dwelling shall be permitted on any lot unless the following requirements are met:

a) The finished living area of a dwelling on Lots One (1) through Eight (8) must contain not less than 1,500 square feet.

b) The finished living area of a dwelling on Lots Nine (9) through Eighteen (18) must contain not less than 1,750 square feet.

The term "finished living area" as used herein shall be exclusive of and shall not include basement area, open porches, patios and garages.

3. No dwelling shall be permitted on any lot unless it contains an attached garage for two (2) or more automobiles. No carport shall be permitted on any lot.

4. No detached buildings nor any outside storage shed (permanent or portable) shall be permitted on any lot without the prior written consent of the Architectural Control Committee.

5. No dwelling shall be permitted on any lot unless all exterior wall surfaces which face a public street are composed of brick, rock, stone or stucco construction material; provided however, the requirements of this paragraph may be waived in writing by the Architectural Control Committee.

In the event vinyl siding is installed on the exterior wall surface of a dwelling which does not face a public street, said vinyl siding must be equal to or better than the mainstream vinyl siding manufactured by Certainteed.

6. No dwelling shall be permitted on any lot unless the roof contains a pitch which shall not be less than seven (7) inches of vertical drop for each twelve (12) inches of roof "run".

No dwelling shall be permitted on any lot unless the roof is equal to or better in quality than a Heritage II roof.

7. No flue or chimney shall be constructed adjacent to the exterior wall of any dwelling unless the same is entirely en-

closed with masonry or the same material as the exterior siding on the dwelling.

8. No dwelling with attached garage, or other structure permitted by the Architectural Control Committee, shall be located closer to the boundary line of any lot than the building lines shown on the plat of the subdivision where the lot is located.

9. No dwelling shall be permitted on any lot unless the lot also contains a concrete driveway leading from the public street to the garage attached to the dwelling and unless said driveway is of sufficient width that two (2) automobiles may be parked side by side on the driveway, except the Architectural Control Committee may permit a driveway containing sufficient width for only one (1) automobile if the Committee deems it not feasible to install a two (2) automobile width driveway because of the long length of driveway.

10. No modular home, manufactured mobile home, mobile home or trailer house shall be permitted on any lot.

11. No fence shall be constructed on any lot unless approved by the Architectural Control Committee.

12. No electrical wire, telephone wire or cable television wire shall be installed above the surface of the ground on any lot but the same must be installed underground.

13. No tree over ten (10) inches in diameter as measured fifteen (15) inches above the surface of the ground may be cut without the prior written consent of the Architectural Control Committee, except trees containing thorns may be cut, dead trees may be cut and trees may be cut which interfere with the construction of improvements on a lot.

14. No yard light or other outdoor light shall be permitted to burn all night on a routine basis and no outdoor light shall be permitted on any lot unless the same contains an indoor off-on switch.

15. No grass, weeds or other vegetation of excessive height shall be permitted on any lot and any shrubbery in the yard area on any lot must be kept neatly trimmed.

16. No vehicle shall be parked, placed or stored overnight upon any of the public roadways located in the above described subdivision.

17. No uncovered parking area or space on any lot shall be used for parking of a trailer, truck, boat, mobile home, camper, recreational vehicle or anything else other than operative automobiles or operative pickup trucks not to exceed three-quarter ton in size for the personal use of the occupants of the dwelling on the lot, except the provisions of this paragraph may be waived in writing by the Architectural Control Committee.

18. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any lot or upon any of the public roadways abutting any lot.

19. The yard-area on any lot containing a dwelling must be sodded or seeded and said sodding or seeding must be completed as soon as possible after the completion of the construction of the dwelling on said lot.

20. No doghouses, dog pens or dog runs may be constructed upon any lot without the prior written consent of the Architectural Control Committee. No dog may be kept or maintained on any lot which barks causing disturbance to the occupant of any other lot.

21. No exterior antenna or electronic dish shall be permitted on the exterior of any building on a lot or upon any lot exterior to the building on the lot without the prior written consent of the Architectural Control Committee.

22. No mailbox shall be permitted on any lot or in the public roadway adjacent to any lot unless and until the design of the same is approved in writing by the Architectural Control Committee.

23. No street address designation or house number shall be permitted on any lot unless and until the design of the same is approved in writing by the Architectural Control Committee.

24. No above ground swimming pool shall be permitted on any lot.

25. No noxious or offensive activity shall be carried on upon any lot, nor shall anything (including but not limited to activities generating odors, noise or unsightly appearances) be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood or which would substantially interfere with the use and enjoyment of neighboring lots or depreciate the value of said lots.

26. No temporary structure, basement, tent, shack, trailer or mobile home shall be used on any lot at any time as a residence, either temporary or permanent.

27. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and not more than a total of one (1) dog and two (2) cats may be kept on a lot.

No dog shall be permitted to run at large off the premises of the lot where the same is kept unless such dog is on a leash and under the control of a competent person.

28. No sign of any kind shall be displayed to the public view upon any lot except signs used to advertise the property for sale or rent and except the undersigned may maintain development and construction signs on the lots owned by the undersigned until the undersigned has sold all of the aforesaid lots.

29. No lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall not be kept on the premises of any lot 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.

30. No structure, planting or other materials shall be placed or permitted to remain on the easement areas as shown on

the Plat of the subdivision which may damage or interfere with the installation and maintenance of the utility facilities.

31. No business, commercial or industrial use shall be permitted on any lot.

32. No sewage disposal system of any kind shall be permitted on any lot unless the same complies with all rules, regulations, ordinances and laws applicable to the same.

33. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any lot.

34. No two, three, four or more wheeled recreational vehicle (motorcycle, moped, powered scooter, powered tricycle or motor bike) may be operated on any lot or the roadways leading to a lot; provided however, the same may be used solely to go to and from work, to go to and from school and for other normal transportation purposes but may not be used within the aforesaid area for recreational purposes. All such vehicles must have a suitable muffler so as to provide for quiet operation.

35. No fence, wall, hedge or shrub planting obstructing sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner the lot line shall be extended into the intersection on imaginary lines until they meet with the twenty-five (25) feet dimension to be measured from the point where said imaginary lines meet in the intersection.

36. After a lot has been sold by the undersigned or any assignee of the rights of the undersigned as a Developer, said lot shall not be subdivided by deed, plat, survey or otherwise into smaller lots, tracts or parcels, provided however, nothing contained herein shall prevent the undersigned as Developer from subdividing lots owned by the undersigned into smaller lots, tracts or parcels or from amending lot lines, or from combining

lots, or from eliminating lots, or otherwise amending the boundaries of any lot, and that nothing contained herein shall prevent the partition of a lot as between co-owners thereof if such right of partition shall otherwise be available but such partition shall not be in kind.

ARCHITECTURAL CONTROL

37. No dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement shall be erected, constructed, placed, altered or maintained on any lot, unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and shall receive a written receipt for the same by not less than one (1) member of the Committee, and said plans and specifications shall include the following:

- a) Two (2) copies of the plans for the dwelling, building or other improvement showing all dimensions, interior floor plans and exterior elevations, and describing the exterior appearance; and
- b) Specifications for the dwelling, building or other improvement; and
- c) A landscape plan or description of landscaping to be provided.

All of the above documents must be submitted to the Architectural Control Committee. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

i) Show the architectural elevations of all of the improvements;

ii) Contain site plans, which show the site location of the dwelling, building or improvements;

iii) Show and describe, in detail, exterior finish materials for the dwelling, building or improvements;

iv) Show or describe in detail landscaping, including locations, types and sizes of landscaping material;

v) Show all exterior dimensions;

vi) Contain all other data reasonably deemed necessary by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography, and with other dwellings, buildings and improvements subject to these Covenants and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement (or change in the exterior finished material of the same) located within a lot shall be made, commenced or maintained within a lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwellings, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement or addition to, or change to, or alteration upon (or change in exterior materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on lots subject to these Covenants, and that same would be of at least the same quality as the average of the quality of the existing structures then located on lots subject to these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the lots subject to these Covenants and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it and received for by not less than one (1) member of the Committee,

or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the same committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

38. The initial Architectural Control Committee shall be composed of Dan W. Brewer and Carol J. Brewer. The Architectural Control Committee may designate in writing a representative to act for it. In the event of the death or resignation of any said member of the committee, the other above named committee member shall serve as the sole member of said committee. In the event of the death of both said members of the committee, the successors in title to the lots owned by the last said committee member to die shall designate the successor member or members of the committee. In the event of the resignation of both members of the committee, at the time of said resignation the committee members shall designate the successor member or members of the committee.

At the end of ten (10) years after the date of this document or after the undersigned have sold and conveyed title to eighty percent (80%) or more of the lots subject to the provisions of this Declaration (being the above described lots and any other lots hereafter subjected to the provisions of this Declaration), whichever is later, the Architectural Control Committee shall be the board of directors of the Association referred to below herein.

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

The Architectural Control Committee shall have the authority to interpret the provisions of this Declaration.

39. The initial members of the Architectural Control Committee shall have the right to assign their rights to serve as mem-

bers of said committee to any other person and the undersigned as Developer of the above described lots and any other lots made subject to the provisions of this Declaration shall have the right to assign our rights as Developer hereunder to any other person, but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of one or more of the above described lots or any lot hereafter subjected to the provisions of this Declaration as set out below herein.

TRAIL AREAS

40. The Association shall have the right, power and authority to acquire title to or an easement on any of the Annexation Real Estate described in paragraph 43 below herein and to control, operate and maintain the same for the use and benefit of the owners of all of the lots made subject to the provisions of this Declaration for the purpose of walking, jogging and non-motorized bicycle uses and such other uses as permitted by the Association, subject to the reasonable rules and regulations established by the Association for the use of the same and subject to the other provisions contained herein. No dog shall be permitted on the trail area unless the same is on a leash and under the control of a competent person. No horse or motorized vehicle shall be permitted on the trail area, except the Association shall have the right to operate motorized vehicles on the trail area in connection with altering, maintaining and repairing the same.

LAKE AREAS

41. The Association shall have the right, power and authority to acquire title to or an easement on any of the Annexation Real Estate described in paragraph 43 below herein and to control, operate and maintain the same for the use and benefit of the owners of all of the lots made subject to this Declaration for recreational and lake uses, subject to reasonable rules and regulations established by the Association for the use of the same and subject to the other provisions contained herein.

ASSOCIATION

42. The undersigned shall have the authority at any time hereafter to cause to be incorporated a not-for-profit corporation under the laws of the state of Missouri to be known as Sunset Trails Homeowners 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 trail areas referred to in paragraph 40 above and the lake area referred to in paragraph 41 above and to perform the purposes set out in this numbered paragraph. Each owner of a lot subject to this Declaration shall be a member of the Association. The membership appurtenant to any lot shall not be separated from ownership of the lot. 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 undersigned either until such time that the undersigned have sold and conveyed title to eighty percent (80%) or more of the lots subject to this document (being the above described lots and any other lots hereafter subjected to the provisions of this Declaration) or until the end of ten (10) years after the date of this document, whichever is later. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each lot owned for the election of the Board of Directors. When more than one person holds an interest in any lot, all such persons shall be members and shall have one vote for such lot which shall be exercisable as the owners of the lot may determine but in no event shall more than one vote be cast with respect to any lot. 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 elected so as to maintain a total membership on the Board of three (3). [The 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 undersigned no longer have 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 a lot 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 lot 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 lot at the time the assessment was imposed.

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

1. To control, operate, maintain, repair and improve the trail areas referred to above herein.

2. To control, operate, maintain, repair and improve the lake area referred to above herein.

3. 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 all lot owners.

4. To acquire title to any of the real estate within the general vicinity of the real estate subject to the provisions of this Declaration and use the same as common area for the benefit of all lot owners.

5. To maintain such insurance on the trail areas, lake area and other property owned and/or controlled by the Association as the Association deems appropriate.

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

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

8. 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.

9. The term "common areas" as used above herein shall include the trail areas referred to

herein, the lake area referred to herein and all other real estate owned and/or controlled by the Association and designated as "common areas" by the Association.

d) The assessments of the Association shall be assessed equally against each lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each lot 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 lot 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 Cooper 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 lot.

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 property, 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 lot 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 or she owned the property.

ANNEXATION REAL ESTATE

43. The undersigned, or any assignee of the rights of the undersigned as Developers hereunder or the Association, may at any time hereafter by written Declaration recorded in the Office of the Recorder of Deeds of Cooper County, Missouri make all or any part of the following described real estate situated in Cooper County, Missouri, to-wit:

- a) The real estate described on Exhibit "A" attached hereto and made a part hereof, except that part shown by the plat recorded in Survey Book 7, Page 264, Deed Records of Cooper County, Missouri.
- b) All other real estate located in Section 34, Township 49 North, Range 17 West, Cooper County, Missouri.

with the written consent of the owner of said real estate, subject to the provisions of this Declaration, and in such event each lot, tract or parcel shall be subject to and be deemed a part of this Declaration and the owners of each said lot, tract or parcel and each said lot, tract or parcel shall be subject to,

be bound by and be deemed a part of this Declaration, including the Architectural Control provisions contained herein, and the owners of each said lot, tract or parcel shall be a member of the Association and shall be entitled to all of the benefits contained herein, including the same right of all other lot, tract or parcel owners to use the common areas referred to above herein, and each said lot, tract or parcel and the owners thereof shall be subject to assessment by the Association and shall be bound by all of the provisions contained herein regarding the Association with all of the benefits and all of the obligations as a member of the Association.

MODIFICATION

44. These covenants and restrictions and the provisions contained herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned or the assignees of the rights of the undersigned as Developer hereunder, and (b) the owners of two-thirds (2/3) of the lots subject to this Declaration; provided however, after either the undersigned or the assignee of the rights of the undersigned as Developer cease to own eighty percent (80%) or more of the lots subject to the provisions of this Declaration or the end of ten (10) years after the date of this document, whichever is later, any of the foregoing Restrictive Covenants may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the lots subject to these Covenants.

ENFORCEMENT

45. The undersigned, the Association and/or the owner of any lot 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.

DEVELOPER RIGHTS

46. Dan W. Brewer and Carol J. Brewer, husband and wife, or the survivor of them, shall have the right to assign all of our rights hereunder as Developer, including but not limited to the right to serve on the Architectural Control Committee, the right to appoint the members of the Board of Directors of the Association and the right to annex additional lots, tracts or parcels to this Declaration as provided above herein, to any other person or persons 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 lot subject to the provisions of this document.

47. Invalidation of any one of the provisions of this Declaration 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, we have hereunto executed this document this 21 day of April, 1997.

OWNERS:

Dan W Brewer
DAN W. BREWER

Carol J. Brewer
CAROL J. BREWER

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 21 day of April, 1997, before me personally appeared DAN W. BREWER and CAROL J. BREWER, 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 Boonville, Missouri, the day and year first above written.

PAULAL. RENFROW
Notary Public - Notary Seal
STATE OF MISSOURI
My Commission Expires Feb. 13, 1998

Paula L. Renfrow
Notary Public

FIRST MODIFICATION
OF
DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS OF SUNSET TRAILS SUBDIVISION PLAT 1

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute the Developer, and the Owners of two-thirds (2/3) or more of the following described lots situated in Cooper County, Missouri, to-wit:

Lots One (1) through Eighteen (18), both inclusive, of Sunset Trails Subdivision Plat 1 as shown by plat recorded in Survey Book 7, Page 264, Deed Records of Cooper County, Missouri.

WHEREAS, said lots are subject to the Declaration of Covenants, Easements, and Restrictions of Sunset Trails Subdivision Plat 1 recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri, herein referred to as the "Declaration"; and

WHEREAS, the undersigned desire to modify the provisions of said Declaration and paragraph 44 of said Declaration provides that the same may be modified upon the written consent of the Developer and the owners of two-thirds (2/3) or more of the lots subject to said Declaration.

NOW, THEREFORE, the undersigned, being the Developer and the owners of two-thirds (2/3) or more of the lots in Sunset Trails Subdivision Plat 1 as shown by plat recorded in Plat Book 7, Page 264, Deed Records of Cooper County, Missouri, do hereby modify the provisions of the aforesaid Declaration recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri in the following respects, to-wit:

1. That all of the provisions of paragraph 27 of the aforesaid Declaration are hereby deleted, revoked and declared null and void, and in the place and stead of said provisions the following provisions are hereby adopted, substituted and made a part of the Declaration as paragraph 27, to-wit:

27. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and not more than a total of two (2) dogs and two (2) cats may be kept on a lot.

No dog shall be permitted to run at large off the premises of the lot where the same is kept unless such

dog is on a leash and under the control of a competent person.

2. That the description in paragraph 43 of the aforesaid Declaration is hereby amended by adding the following description to the description contained therein as subparagraph c) so that the following described real estate and/or each lot, tract or parcel of the following described real estate situated in Cooper County, Missouri, to-wit:

- c) A tract located in the West Half of Section 34, and in the East Half of Section 33, Township 49 North, Range 17 West, Cooper County, Missouri, being part of the tract described by the deed in Book 237 Page 344 of the Cooper County Records, being more particularly described as follows:

Beginning at the northwest corner of Sunset Trails Subdivision Plat 1 recorded in Book 7 Page 264, also being a point on the west line of the survey in Book 7 Page 221 and 222, also being the east line of the tract described by the deed in Book 237 Page 344, all of the Cooper County Records. Thence S 2° 27' 39" W, along the west line of Sunset Trails Subdivision Plat 1, 480.00 feet to the southwest corner of said Sunset Trails Subdivision Plat 1, also being the southeast corner of the tract described by the deed in Book 237 Page 344; thence N 89° 25' 49" W, along the south line of said tract, also being the south line of said Section 34, 1067.19 feet to the southwest corner of said Section 34, as per the survey in Book 7 Pages 221 and 222; thence leaving said south line and continuing N 89° 25' 49" W, 42.81 feet; thence N 0° 34' 11" E, 1520.00 feet; thence S 77° 25' 49" E, 420.00 feet; thence S 27° 25' 49" E, 310.00 feet; thence S 85° 44' 04" E, 195.45 feet; thence N 36° 14' 52" E, 411.98 feet to a point on the west line of Tract D of the survey in Book 7 Page 243 of the Cooper County Records, also being the east line of the tract described by the deed in Book 237 Page 344; thence with said east line, S 12° 54' 34" E, 376.00 feet to the southwest corner of said Tract B; thence leaving the lines of said Tract B and continuing with the east line of said tract, S 4° 27' 52" E, 559.60 feet; thence S 2° 27' 39" W, 78.25 feet to the northwest corner of said Sunset Trails Subdivision Plat 1, the point of beginning, and contains 34.10 acres.

may be made subject to the provisions of the aforesaid Declaration recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri in accordance with the provisions, procedures and requirements of paragraph 43 of said Declaration.

3. That the aforesaid Declaration recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri shall remain and continue in full force and effect except as modified herein.

4. This modification shall be binding upon the current and future owners of all of the real estate which is subject to the provisions of the aforesaid Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Modification Agreement this 8 day of October, 1999.

DEVELOPERS & OWNERS:

Dan W. Brewer
DAN W. BREWER

Carol J. Brewer
CAROL J. BREWER

ADDITIONAL OWNERS:

David C. Miller
DAVID C. MILLER

Carolyn S. Miller
CAROLYN S. MILLER

Richard Jackson Bell, III
RICHARD JACKSON BELL III

Dorothy L. Bell
DOROTHY L. BELL

Lee Steven Gerlach
LEE STEVEN GERLACH

Kimberly Anne Kempf Gerlach
KIMBERLY ANNE KEMPF GERLACH

William A. Abele
WILLIAM A. ABELE

Joyce G. Abele
JOYCE G. ABELE

David W. Osier
DAVID W. OSIER

Jill M. Osier
JILL M. OSIER

Edward W. Hoff
EDWARD W. HOFF

Lisa M. Hoff
LISA M. HOFF

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 8th day of October, 1999, before me personally appeared DAN W. BREWER and CAROL J. BREWER, 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 Bronville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SUZANNE L. AYERS
Notary Public - Notary Seal
SEAL STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 8th day of October, 1999, before me personally appeared DAVID C. MILLER and CAROLYN S. MILLER, 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 Bronville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SUZANNE L. AYERS
Notary Public - Notary Seal
SEAL STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 8th day of October, 1999, before me personally appeared RICHARD JACKSON BELL III and DOROTHY L. BELL, 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 Bronville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SUZANNE L. AYERS
Notary Public - Notary Seal
SEAL STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
) SS.
COUNTY OF Cooper)

On this 8th day of October, 1999, before me personally appeared LEE STEVEN GERLACH and KIMBERLY ANNE KEMPF GERLACH, 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 Boonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SUZANNE L. AYERS
Notary Public - Notary Seal
SEAL STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
) SS.
COUNTY OF Cooper)

On this 8th day of October, 1999, before me personally appeared WILLIAM A. ABELE and JOYCE G. ABELE, 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 Boonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SUZANNE L. AYERS
Notary Public - Notary Seal
SEAL STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
) SS.
COUNTY OF Cooper)

On this 8th day of October, 1999, before me personally appeared DAVID W. OSER and JILL M. OSER, 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 Boonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SUZANNE L. AYERS
Notary Public - Notary Seal
SEAL STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI }
COUNTY OF Cooper } SS.

On this 8th day of October, 1999, before me personally appeared EDWARD W. HOFF and LISA M. HOFF, 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 Beonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SEAL SUZANNE L. AYERS
Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

REC DATE: 10/12/1999 REC TIME: 02:55
COOPER COUNTY, MISSOURI, JIMMEY BRANDES

BOOK: 330 PAGE: 521
RECORDER DOC #: 1999 3308 ***

DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS OF SUNSET TRAILS SUBDIVISION PLAT 2

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute the Developers and all of the owners of the following described real estate situated in Cooper County, Missouri, to-wit:

Lots Nineteen (19) through Twenty-one (21), both inclusive, and Lots Twenty-three (23) through Twenty-nine (29), both inclusive, of Sunset Trails Subdivision Plat 2 as shown by plat recorded in Book 7, Page 346, Deed Records of Cooper County, Missouri.

WHEREAS, the undersigned desire to make the aforesaid lots subject to the provisions of the Declaration of Covenants, Easements and Restrictions of Sunset Trails Subdivision Plat 1 recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri, as modified by a First Modification recorded in Book 330, Page 515, Deed Records of Cooper County, Missouri, with said Declaration as modified being herein referred to as the "Plat 1 Declaration", and to annex all of the above described lots to the Plat 1 Declaration; and

WHEREAS, the undersigned desire to place the restrictions and provisions contained herein upon all of the above described lots for our own benefit and for the benefit of all future owners of said lots in said subdivision; and

WHEREAS, the undersigned desire that said restrictions and provisions shall constitute covenants running with the land and the present and all future successive owners of said lots shall be bound by and have the right to invoke and enforce said restrictions and provisions;

NOW, THEREFORE, the undersigned do hereby pursuant to the provisions of paragraph 43 of the Plat 1 Declaration annex the aforesaid lots to the Plat 1 Declaration and do hereby impose the restrictions and provisions hereinafter set out on all of the above described lots, being Lots 19 through 21, both inclusive, and Lots 23 through 29, both inclusive, of Sunset Trails Subdivision Plat 2, as shown by plat recorded in Book 7, Page 346, Deed Records of Cooper County, Missouri, which restrictions and provi-

sions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the undersigned and our successors in title and upon our successors and assigns forever:

1. That no dwelling shall be permitted on any above described lot unless the finished living area of the dwelling contains not less than 1,750 square feet. The term "finished living area" as used herein shall be exclusive of and shall not include basement area, open porches, patios and garages.

2. That each said lot shall be subject to all of the provisions of paragraph 1 and paragraphs 3 through 47 of the Plat 1 Declaration and each said lot and the owners of each said lot shall be subject to, be bound by and be deemed a part of said Plat 1 Declaration and each said lot and the owner of each said lot shall be subject to the Architectural Control provisions contained in paragraphs 37 through 39 of said Plat 1 Declaration, and the owners of each said lot shall be a member of the Association described in paragraph 42 of the Plat 1 Declaration with all of the rights and subject to all of the obligations as a member of the Association, as specified in said Plat 1 Declaration, including the same right of all other owners of a lot subject to said Plat 1 Declaration to use the trail areas, lake areas and other common areas of the Association, and each said lot and the owners of each said lot shall be subject to assessment by the Association and each said lot and the owners of each said lot shall be bound by all of the provisions contained in said Plat 1 Declaration regarding the Association and the undersigned do hereby elect pursuant to the provisions of paragraph 43 of the Plat 1 Declaration to make all of the above described lots subject to the provisions of the Plat 1 Declaration.

3. The Developers agree that not later than January 1, 2001 Developers will convey to the Association fee simple marketable title in fact to the following described real estate situated in Cooper County, Missouri, to-wit:

Lot Twenty-two (22) of Sunset Trails Subdivision Plat 2 as shown by plat recorded in Book 7, Page 346, Deed Records of Cooper County, Missouri.

and the Association shall thereupon own, control, operate, maintain and retain title to said property for the use and benefit of the owners of all of the lots made subject to the provisions of the Plat 1 Declaration as a common area for trail use and such other uses as may be determined by the Association. The Association shall have complete control of said common area and shall have the power to adopt, prescribe and enforce rules and regulations with respect to the use of said common area by the lot owners. The Association shall not convey title to said common area to any other entity or person without the prior written consent of the owners of not less than three-fourths (3/4) of the lots then subject to the provisions of the Plat 1 Declaration.

4. This agreement shall be binding upon the undersigned and our successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 8 day of October, 1999.

DEVELOPERS & OWNERS:

Dan W. Brewer
DAN W. BREWER

Carol J. Brewer
CAROL J. BREWER

ADDITIONAL OWNERS:

Bruce G. Waibel
BRUCE G. WAIBEL

Jennifer J. Waibel
JENNIFER J. WAIBEL

Gary Barnes
GARY BARNES

Teresa Barnes
TERESA BARNES

Henry Leon Coy
HENRY LEON COY

Myrtle R. Coy
MYRTLE R. COY

Lavinia M. Skibbie
LAVINIA M. SKIBBIE

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 8th day of October, 1999, before me personally appeared DAN W. BREWER and CAROL J. BREWER, 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 Bonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:
SUZANNE L. AYERS
Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

SEAL

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 12th day of October, 1999, before me personally appeared BRUCE G. WAIBEL and JENNIFER J. WAIBEL, 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 Bonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:
SUZANNE L. AYERS
Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

SEAL

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 12th day of October, 1999, before me personally appeared GARY BARNES and TERESA BARNES, 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 Bonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SEAL SUZANNE L. AYERS
Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI }
COUNTY OF Cooper } SS.

On this 8th day of October, 1999, before me personally appeared HENRY LEON COY and MYRTLE R. COY, husband and wife, and LAVINIA M. SKIBBIE, a single person, 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 Boonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:

SEAL _____
SUZANNE L. AYERS
Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS OF SUNSET TRAILS SUBDIVISION PLAT 3

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute the Developers and all of the owners of the following described real estate situated in Cooper County, Missouri, to-wit:

Lots One (1) through Nine (9), both inclusive, of Sunset Trails Subdivision Plat 3 as shown by plat recorded in Book 7, Page 388, Deed Records of Cooper County, Missouri.

WHEREAS, the undersigned desire to make the aforesaid lots subject to the provisions of the Declaration of Covenants, Easements and Restrictions of Sunset Trails Subdivision Plat 1 recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri, as modified by a First Modification recorded in Book 330, Page 515, Deed Records of Cooper County, Missouri, with said Declaration as modified being herein referred to as the "Plat 1 Declaration", and to annex all of the above described lots to the Plat 1 Declaration; and

WHEREAS, the undersigned desire to place the restrictions and provisions contained herein upon all of the above described lots for our own benefit and for the benefit of all future owners of said lots in said subdivision; and

WHEREAS, the undersigned desire that said restrictions and provisions shall constitute covenants running with the land and the present and all future successive owners of said lots shall be bound by and have the right to invoke and enforce said restrictions and provisions;

NOW, THEREFORE, the undersigned do hereby pursuant to the provisions of paragraph 43 of the Plat 1 Declaration annex the aforesaid lots to the Plat 1 Declaration and do hereby impose the restrictions and provisions hereinafter set out on all of the above described lots, being Lots 1 through 9, both inclusive, of Sunset Trails Subdivision Plat 3, as shown by plat recorded in Book 7, Page 388, Deed Records of Cooper County, Missouri, which restrictions and provisions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding

upon the undersigned and our successors in title and upon our successors and assigns forever:

1. That no dwelling shall be permitted on any above described lot unless the finished living area of the dwelling contains not less than 1,750 square feet. The term "finished living area" as used herein shall be exclusive of and shall not include basement area, open porches, patios and garages.

2. That each said lot shall be subject to all of the provisions of paragraph 1 and paragraphs 3 through 47 of the Plat 1 Declaration and each said lot and the owners of each said lot shall be subject to, be bound by and be deemed a part of said Plat 1 Declaration and each said lot and the owner of each said lot shall be subject to the Architectural Control provisions contained in paragraphs 37 through 39 of said Plat 1 Declaration, and the owners of each said lot shall be a member of the Association described in paragraph 42 of the Plat 1 Declaration with all of the rights and subject to all of the obligations as a member of the Association as specified in said Plat 1 Declaration, including the same right of all other owners of a lot subject to said Plat 1 Declaration to use the trail areas, lake areas and other common areas of the Association, and each said lot and the owners of each said lot shall be subject to assessment by the Association and each said lot and the owners of each said lot shall be bound by all of the provisions contained in said Plat 1 Declaration regarding the Association and the undersigned do hereby elect pursuant to the provisions of paragraph 43 of the Plat 1 Declaration to make all of the above described lots subject to the provisions of the Plat 1 Declaration.

3. This agreement shall be binding upon the undersigned and our successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 8 day of October, 1999.

DEVELOPERS & OWNERS:

Dan W. Brewer
DAN W. BREWER

Carol J. Brewer
CAROL J. BREWER

ADDITIONAL OWNERS:

David E. Earney
DAVID E. EARNEY

Jodie L. Buschjost
JODIE L. BUSCHJOST

David G. Cosner
DAVID G. COSNER

Renee L. Cosner
RENEE L. COSNER

Matt Davis
MATT DAVIS

Henry Leon Coy
HENRY LEON COY

Myrtle R. Coy
MYRTLE R. COY

Lavinia M. Skibbie
LAVINIA M. SKIBBIE

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 8th day of October, 1999, before me personally appeared DAN W. BREWER and CAROL J. BREWER, 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 Boonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:
SUZANNE L. AYERS
~~SEAL~~ Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 8th day of October, 1999, before me personally appeared DAVID E. EARNEY and JODIE L. BUSCHJOST, 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 Boonville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:
SUZANNE L. AYERS
~~SEAL~~ Notary Public - Notary Seal
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 12th day of October, 1999, before me personally appeared DAVID G. COSNER and RENEE L. COSNER, 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 Bainville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:
SUZANNE L. AYERS
~~Notary Public - Notary Seal~~
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 12th day of October, 1999, before me personally appeared MATT DAVIS, a ~~SINGLE~~^{MARRIED} person, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Suzanne L. Ayers
Notary Public

My commission expires:
~~Notary Seal~~
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

STATE OF MISSOURI)
COUNTY OF Cooper) SS.

On this 8th day of October, 1999, before me personally appeared HENRY LEON COY and MYRTLE R. COY, husband and wife, and LAVINIA M. SKIBBIE, a single person, 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 Bainville, Missouri, the day and year first above written.

Suzanne L. Ayers
Notary Public

My commission expires:
SUZANNE L. AYERS
~~Notary Public - Notary Seal~~
STATE OF MISSOURI
Cooper County
My Commission Expires: July 28, 2003

Recorded in
Book 463 Pages 215-218
Cooper County Recorder

Title of Document: Declaration of Covenants, Easements and Restrictions of
Sunset Trails Subdivision Plat 4

Date of Document: 1-21-, 2005

Grantors: Dan W. Brewer and Carol J. Brewer, husband and wife

Grantees: Dan W. Brewer and Carol J. Brewer, husband and wife

Grantees' Mailing Address: 715 Oregon Trail Boonville Mo.

Legal Description:

Lots Thirty (30) through Sixty (60), both inclusive, of Sunset Trails Subdivision
Plat 4 as shown by plat recorded in Book 8, Page 188, Deed Records of Cooper
County, Missouri.

2005

DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS OF SUNSET TRAILS SUBDIVISION PLAT 4

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute the Developers and all of the owners of the following described real estate situated in Cooper County, Missouri, to-wit:

Lots Thirty (30) through Sixty (60), both inclusive, of Sunset Trails Subdivision Plat 4 as shown by plat recorded in Book 8, Page 188, Deed Records of Cooper County, Missouri.

WHEREAS, the undersigned desire to make the aforesaid lots subject to the provisions of the Declaration of Covenants, Easements and Restrictions of Sunset Trails Subdivision Plat 1 recorded in Book 291, Page 135, Deed Records of Cooper County, Missouri, as modified by a First Modification recorded in Book 330, Page 515, Deed Records of Cooper County, Missouri, with said Declaration as modified being herein referred to as the "Plat 1 Declaration", and to annex all of the above described lots to the Plat 1 Declaration; and

WHEREAS, the undersigned desire to place the restrictions and provisions contained herein upon all of the above described lots for our own benefit and for the benefit of all future owners of said lots in said subdivision; and

WHEREAS, the undersigned desire that said restrictions and provisions shall constitute covenants running with the land and the present and all future successive owners of said lots shall be bound by and have the right to invoke and enforce said restrictions and provisions;

NOW, THEREFORE, the undersigned do hereby pursuant to the provisions of paragraph 43 of the Plat 1 Declaration annex the aforesaid lots to the Plat 1 Declaration and do hereby impose the restrictions and provisions hereinafter set out on all of the above described lots, being Lots 30 through 60, both inclusive, of Sunset Trails Subdivision Plat 4, as shown by plat recorded in Book 8, Page 188, Deed Records of Cooper County, Missouri, which restrictions and provisions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the undersigned and our successors in title and upon our successors and assigns forever: