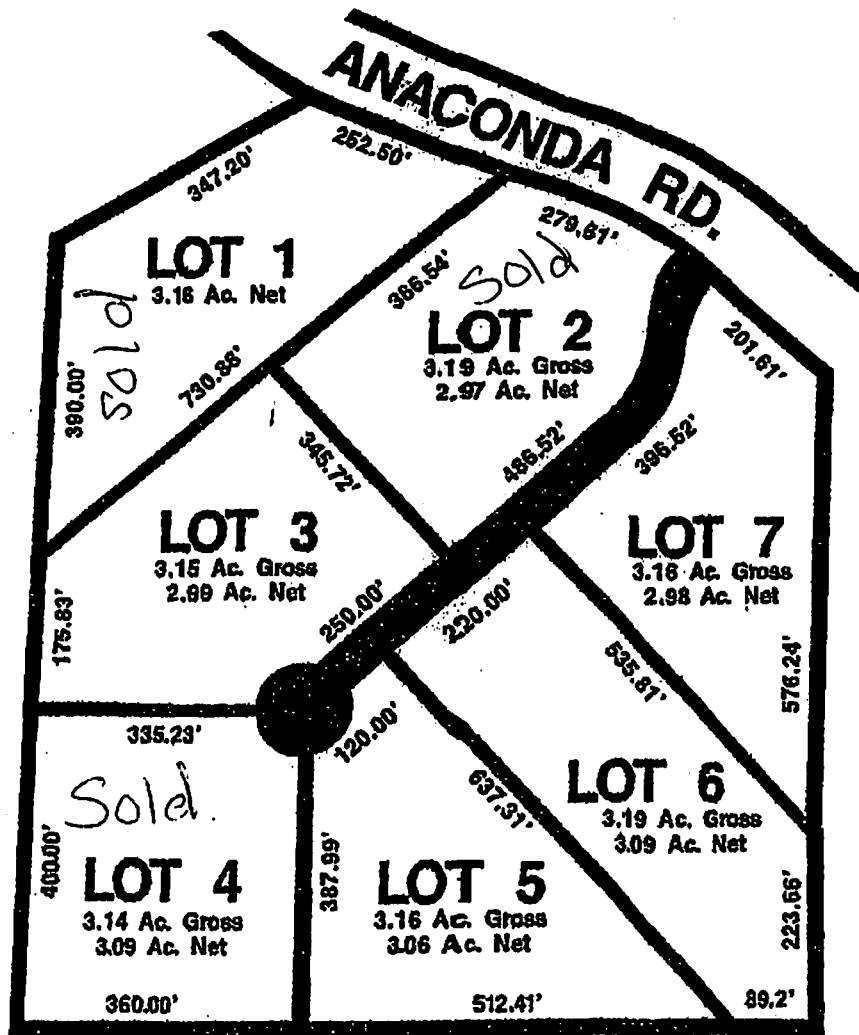


Winding

Woods



0705929.001

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI



PAGES: 3 *ep*
FEE: \$30.00
REFERENCE # 0705929
DATE: 03/19/2007
TIME: 09:27AM

ESCROW -30.⁰⁰

March 13, 2007

WINDING WOODS RESTRICTIONS

① 102165 HICK

Legal Description

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION EIGHT (8), TOWNSHIP (41), NORTH, RANGE ONE (1) WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, RUN THENCE ALONG SECTION LINE NORTH 1 DEGREE 30 MINUTES EAST 832 FEET TO THE CENTERLINE OF THE COUNTY ROAD, THENCE ALONG THE CENTERLINE OF SAID ROAD, NORTH 49 DEGREES 30 MINUTES WEST 155 FEET, NORTH 59 DEGREES WEST 160 FEET AND NORTH 69 DEGREES 30 MINUTES WEST 373 FEET TO A POINT, THENCE SOUTH 60 DEGREES WEST 381.50 FEET TO AN IRON ROD, THENCE SOUTH 3 DEGREES WEST 966 FEET TO AN IRON ROD IN SECTION LINE, SAID POINT BEING NORTH 89 DEGREES WEST 966 FEET TO AN IRON IN SECTION LINE, SAID POINT BEING NORTH 89 DEGREES 40 MINUTES EAST 442 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION, THENCE ON SECTION LINE NORTH 89 DEGREES 40 MINUTES EAST 961 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY E. F.L KAPPELMANN, REGISTERED LAND SURVEYOR, MADE ON JANUARY 22, 1973.

DEVELOPER:

Hickinbotham Real Estate, Inc. (GRANTOR/GRANTEE)
862 South Outer Road West
St. Clair, MO 63077

WHEREAS, THE UNDERSIGNED, HEREINAFTER REFERRED TO AS "Developer" are the owners of the following described real property situated in the County of Franklin, State of Missouri, hereinafter referred to as the "subdivision" attached hereto and marked as "Exhibit A", to-wit:

NOW THEREFORE, the undersigned does hereby create and adopt for its own use and benefit and for the use and benefit of the future owners of all or part of the above-described property, their heirs, successors and assigns, the following restrictions:

1. No lot within the subdivision shall be re-subdivided, or used to provide access to adjoining property, except by the Developer, without written permission of the Developer.
2. No structure of temporary character, trailer, basement, tent shack, garage or other out-building shall be used or detected on the subdivision at any time as a residence, either temporarily or permanently. However, outbuildings are permitted as long as they match the permanent residence and no galvanized metal. Mobile homes and manufactured homes are specifically prohibited.
3. Any tract or lot hereafter sold shall be used for residential purposes only, except that businesses ordinarily operated within a home can be conducted in a home located on said tract or lot. Minimum Square feet as follows Ranch 1400 square feet, 2 story, 1800 square feet, 1 1/2 story, Multi-level, tri-levels and other type 2000 square feet. All homes must have a minimum 2 car attached garage, 75% brick or stone front 2 story 50% brick or stone. Roof must have architectural shingle,

slate, cedar shake or other approved by Developer, Mail box and location to be approved by Developer. The lots shall not be used for any purpose contrary to the laws of the State of Missouri nor shall they be used in any manner, which shall create a nuisance.

4. No outdoor toilets shall be placed or erected within the subdivision. Each residence constructed therein shall contain at least one water flush toilet. The contents from any toilet, bath shower, lavatory, sink and washing machine shall be discharged into a private septic or treatment tank constructed in accordance with plans approved by the Missouri State Board of Health and/or Franklin County Planning commission.

5. No trash, rubbish, garbage or other refuse may be thrown or dumped on the property within the subdivision. All trash and other refuse must be kept in sanitary containers or incinerators.

6. No cars, trucks, or any other vehicles that are unlicensed or inoperable, or in junk condition shall be kept, maintained, or repaired on within the property of the subdivision other than in an enclosed building erected in accordance with the restrictions set forth herein.

7. Under no circumstances shall commercial vehicles, trucks within the classification of tractors, or trailers be kept or maintained on within the property except for the purpose of delivery or use in construction work in within the property.

8. No building or structure other than a fence shall be located nearer than 50 feet from a road or street, nor shall any building or structure be located nearer than 30 feet to any side or rear of property line. Fence to be approved by Developer
No fence in Frontyard

9. Property lines reserved for utilities, such as but not limited to water, sewers, electric, cable, telephone, and gas shall be maintained to allow for present and future maintenance and installation of utilities.

10. No animals or livestock shall be kept on within the property, except that cats, dogs and other domesticated pets may be kept and under no circumstances shall gees, swine, goats, chickens, or any other animals creating a nuisance be kept on said property.

11. The discharge of firearms within the subdivision is prohibited. All hunting and trapping of any nature whatsoever within the subdivision is prohibited.

12. These covenants and restrictions shall run with the land and shall be binding upon persons and all parties claiming under them for a period of 25 years from the date this declaration is recorded, automatically renewing for periods of five (5) years thereafter, unless at any time, subsequent to the sale of all lots by the Developer, 75% of the lot owners sign an instrument to be recorded agreeing to revoke or change these restrictions in whole or in part. For the purpose of defining "owners" for voting shall mean singularly or plurally, one vote for each lot. Any such alteration, amendment, change, modification, cancellation or addition shall not become effective until duly executed and recorded in the office of the Recorder of Deeds in Franklin County, Missouri.

13. Notwithstanding anything to the contrary contained herein, as long as Developer owns any lots within the subdivision, Developer shall have the sole, exclusive and absolute right, power and authority to alter, amend, change, modify, cancel or add to these Restrictions at any time and from time to time in any manner by instrument in writing executed by it and duly recorded, including but not limited to the right to add additional lots and land in the subdivision, with such added lots and

land to enjoy all rights and privileges of the other lots and land in the subdivision. Space reserved on corner of Lot 7 for subdivision sign at subdivision entrance.

14. For the purpose of defraying the costs and expenses of maintaining the roadway servicing the lots in the subdivision, there shall be assessed against each lot within the subdivision, an annual fee of One Hundred Fifty dollars (\$150.00) payable on June 1st of each year. All assessments shall become a lien on the land assessed and shall bear interest at a rate of eighteen percent (18%) until paid. If any assessment is placed in the hands of an attorney for collection, the lot owner failing to pay shall pay the costs of collection including a reasonable attorneys' fee. Notwithstanding anything herein to the contrary, Developer shall be exempt from such assessments for all lots owned by Developer Lot #1 excluded from Road Maintenance Assessment. Special Assessment for paving is \$3000.00 per lot owner. Lots 3, 5, 6, & 7 are exempt from road assessments until the start of new home construction.

15. If the owners or owner of any said lots or parcels on said property or his, her or their heirs and assigns, violate or attempt to violate any of the conditions and restrictions and limitations herein contained.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 13th day of March, 2007.

DEVELOPER:
Hickinbotham Real Estate, Inc.

By: [Signature]
Scott Hickinbotham, Broker/Officer - President

State of Missouri)
)SS
County of Franklin)

On this 13th day of March, 2007, before me personally appeared Scott Hickinbotham who is known as the Broker/Officer of Hickinbotham Real Estate, Inc. 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.

* President
In testimony whereof I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires.

REGINA SUMNER
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
Commission # 05503386
My Commission Expires: 04-18-2009

[Signature]
Notary Public Regina Sumner

0605325.001

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI



PAGES: 3
FEE: \$38.00
REFERENCE N: 0605325
DATE: 03/02/2006
TIME: 12:17PM

CK 6864-30.00

February 25, 2006

WINDING WOODS RESTRICTIONS

Legal Description

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION EIGHT (8), TOWNSHIP (41), NORTH, RANGE ONE (1) WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, RUN THENCE ALONG SECTION LINE NORTH 1 DEGREE 30 MINUTES EAST 832 FEET TO THE CENTERLINE OF THE COUNTY ROAD, THENCE ALONG THE CENTERLINE OF SAID ROAD, NORTH 49 DEGREES 30 MINUTES WEST 155 FEET, NORTH 59 DEGREES WEST 160 FEET AND NORTH 69 DEGREES 30 MINUTES WEST 373 FEET TO A POINT, THENCE SOUTH 60 DEGREES WEST 381.50 FEET TO AN IRON ROD, THENCE SOUTH 3 DEGREES WEST 966 FEET TO AN IRON ROD IN SECTION LINE, SAID POINT BEING NORTH 89 DEGREES WEST 966 FEET TO AN IRON IN SECTION LINE, SAID POINT BEING NORTH 89 DEGREES 40 MINUTES EAST 442 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION, THENCE ON SECTION LINE NORTH 89 DEGREES 40 MINUTES EAST 961 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY E. F. L. KAPPELMANN, REGISTERED LAND SURVEYOR, MADE ON JANUARY 22, 1973.

DEVELOPER:

Hickinbotham Real Estate, Inc.
162 South Outer Road West
St. Clair, MO 63077

WHEREAS, THE UNDERSIGNED, HERINAFTER REFERRED TO AS "Developer" are the owners of the following described real property situated in the County of Franklin, State of Missouri, hereinafter referred to as the "subdivision" attached hereto and marked as "Exhibit A", to-wit:

NOW THEREFORE, the undersigned does hereby create and adopt for its own use and benefit and for the use and benefit of the future owners of all or part of the above-described property, their heirs, successors and assigns, the following restrictions:

1. No lot within the subdivision shall be re-subdivided, or used to provide access to adjoining property, except by the Developer, without written permission of the Developer.
2. No structure of temporary character, trailer, basement, tent shack, garage or other out-building shall be used or erected on the subdivision at any time as a residence, either temporarily or permanently. However, outbuildings are permitted as long as they match the permanent residence and no galvanized metal. Mobile homes and manufactured homes are specifically prohibited.
3. Any tract or lot hereafter sold shall be used for residential purposes only, except that businesses ordinarily operated within a home can be conducted in a home located on said tract or lot. Minimum Square feet as follows Ranch 1400 square feet, 2 story, 1800 square feet, 1 1/2 story, Multi-level, 21-levels and other type 2000 square feet. All homes must have a

0605325.002

a minimum 2 car attached garage, 75% brick or stone front 2 story 50% brick or stone. Roof must have architectural shingle, slate, cedar shake or other approved by Developer, Mail box and location to be approved by Developer. The lots shall not be used for any purpose contrary to the laws of the State of Missouri nor shall they be used in any manner, which shall create a nuisance.

4. No outdoor toilets shall be placed or erected within the subdivision. Each residence constructed therein shall contain at least one water flush toilet. The contents from any toilet, bath shower, lavatory, sink and washing machine shall be discharged into a private septic or treatment tank constructed in accordance with plans approved by the Missouri State Board of Health and/or Franklin County Planning commission.

5. No trash, rubbish, garbage or other refuse may be thrown or dumped on the property within the subdivision. All trash and other refuse must be kept in sanitary containers or incinerators.

6. No cars, trucks, or any other vehicles that are unlicensed or inoperable, or in junk condition shall be kept, maintained, or repaired on within the property of the subdivision other than in an enclosed building erected in accordance with the restrictions set forth herein.

7. Under no circumstances shall commercial vehicles, trucks within the classification of tractors, or trailers be kept or maintained on within the property except for the purpose of delivery or use in construction work in within the property.

8. No building or structure other than a fence shall be located nearer than 50 feet from a road or street, nor shall any building or structure be located nearer than 30 feet to any side or rear of property line. Fence to be approved by Developer
No fence in frontyard

9. Property lines reserved for utilities, such as but not limited to water, sewers, electric, cable, telephone, and gas shall be maintained to allow for present and future maintenance and installation of utilities.

10. No animals or livestock shall be kept on within the property, except that cats, dogs and other domesticated pets may be kept and under no circumstances shall pigs, swine, goats, chickens, or any other animals creating a nuisance be kept on said property.

11. The discharge of firearms within the subdivision is prohibited. All hunting and trapping of any nature whatsoever within the subdivision is prohibited.

12. These covenants and restrictions shall run with the land and shall be binding upon persons and all parties claiming under them for a period of 25 years from the date this declaration is recorded, automatically renewing for periods of five (5) years thereafter, unless at any time, subsequent to the sale of all lots by the Developer, 75% of the lot owners sign an instrument to be recorded agreeing to revoke or change these restrictions in whole or in part. For the purpose of defining "owners" for voting shall mean singularly or plurally, one vote for each lot. Any such alteration, amendment, change, modification, cancellation or addition shall not become effective until duly executed and recorded in the office of the Recorder of Deeds in Franklin County, Missouri.

13. Notwithstanding anything to the contrary contained herein, as long as Developer owns any lots within the subdivision, Developer shall have the sole, exclusive and absolute right, power and authority to alter, amend, change, modify, cancel or add to these Restrictions at any time and from time to time in any manner by instrument in writing executed by it and

0605325.003

duly recorded, including but not limited to the right to add additional lots and land in the subdivision, with such added lots and land to enjoy all rights and privileges of the other lots and land in the subdivision. Space reserved on corner of Lot 7 for subdivision sign at subdivision entrance.

14. For the purpose of defraying the costs and expenses of maintaining the roadway servicing the lots in the subdivision, there shall be assessed against each lot within the subdivision, an annual fee of One Hundred Fifty dollars (\$150.00) payable on June 1st of each year. All assessments shall become a lien on the land assessed and shall bear interest at a rate of eighteen percent (18%) until paid. If any assessment is placed in the hands of an attorney for collection, the lot owner failing to pay shall pay the costs of collection including a reasonable attorneys' fee. Notwithstanding anything herein to the contrary, Developer shall be exempt from such assessments for all lots owned by Developer Lot #1 excluded from Road Maintenance Assessment. Special Assessment for paving is \$3000.00 per lot owner.

15. If the owners or owner of any said lots or parcels on said property or his, her or their heirs and assigns, violate or attempt to violate any of the conditions and restrictions and limitations herein contained.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 8th day of March, 2006.

DEVELOPER:

Hickinbotham Real Estate, Inc.

Scott Hickinbotham
Scott Hickinbotham, Broker/Officer

State of Missouri)
)SS
County of Franklin)

On this 8th day of March, 2006, before me personally appeared Scott Hickinbotham who is known as the Broker/Officer of Hickinbotham Real Estate, Inc. 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 in the County and State aforesaid, the day and year last above written.

Catherine M. Wilson
Notary Public

My Commission Expires
CATHERINE M. WILSON
Notary Seal
State of Missouri
County of Franklin
My Commission Exp. 03/16/2008

CATHERINE M. WILSON
Notary Seal
State of Missouri
County of Franklin
My Commission Exp. 03/16/2008

CATHERINE M. WILSON
Notary Public - Notary Seal
State of Missouri
County of Franklin
My Commission Exp. 03/16/2008

28060

3. Any tract or lot hereafter sold shall be used for residential purposes only, except that businesses ordinarily operated within a home can be conducted in a home located on said tract or lot. All homes must have a minimum of One thousand three hundred (1300) square feet of living space, excluding the garage, porch and basement. The lots shall not be

2. No structure of temporary character, trailer, basement, tent shack, garage or other out-building shall be used or erected on the subdivision at any time as a residence, either temporarily or permanently. However, outbuildings are permitted as long as they match the permanent residence and no galvanized metal. Mobile homes and manufactured homes are specifically prohibited.

1. No lot within the subdivision shall be re-subdivided, or used to provide access to adjoining property, except by the Developer, without written permission of the Developer.

NOW THEREFORE, the undersigned does hereby create and adopt for his own use and benefit and for the use and benefit of the future owners of all or part of the above-described property, their heirs, successors and assigns, the following restrictions:

WHEREAS, THE UNDERSIGNED, HERINAFTER REFERRED TO AS "Developer" are the owners of the following described real property situated in the County of Franklin, State of Missouri, hereinafter referred to as the "subdivision" attached hereto and marked as "Exhibit A", to-wit:

Hickinbotham Real Estate, Inc.
862 South Outer Road West
St. Clair, MO 63077

DEVELOPER:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION EIGHT (8), TOWNSHIP (41), NORTH RANGE ONE (1) WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUN THENCE ALONG SECTION LINE NORTH 1 DEGREE 30 MINUTES EAST 832 FEET TO THE CENTERLINE OF THE COUNTY ROAD, THENCE ALONG THE CENTERLINE OF SAID ROAD, NORTH 49 DEGREES 30 MINUTES WEST 155 FEET, NORTH 59 DEGREES WEST 160 FEET AND NORTH 69 DEGREES 30 MINUTES WEST 373 FEET TO A POINT, THENCE SOUTH 60 DEGREES WEST 381.50 FEET TO AN IRON ROD, THENCE SOUTH 3 DEGREES WEST 966 FEET TO AN IRON ROD IN SECTION LINE, SAID POINT BEING NORTH 89 DEGREES WEST 966 FEET TO AN IRON IN SECTION LINE, SAID POINT BEING NORTH 89 DEGREES 40 MINUTES EAST 442 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE ON SECTION LINE NORTH 89 DEGREES 40 MINUTES EAST 961 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY BY E. F. L. KAPPELMANN, REGISTERED LAND SURVEYOR, MADE ON JANUARY 22, 1973. (Now in plat book page 1433).

Legal Description

WINDING WOODS RESTRICTIONS

APRIL 5, 2002

FCTC

PAGES: 3
FEE: 29.00
REFERENCE #: 248839
DATE: 04-16-2002
TIME: 11:33 AM
BOOK #: 1417
PAGE #: 00103
CUSTOMER NAME:



SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI

BK 1417 PG 103

used for any purpose contrary to the laws of the State of Missouri nor shall they be used in any manner which shall create a nuisance.

4. No outdoor toilets shall be placed or erected within the subdivision. Each residence constructed therein shall contain at least one water flush toilet. The contents from any toilet, bath shower, lavatory, sink and washing machine shall be discharged into a private septic or treatment tank constructed in accordance with plans approved by the Missouri State Board of Health and/or Franklin County Planning commission.

5. No trash, rubbish, garbage or other refuse may be thrown or dumped on the property within the subdivision. All trash and other refuse must be kept in sanitary containers or incinerators.

6. No cars, trucks, or any other vehicles that are unlicensed or inoperable, or in junk condition shall be kept, maintained, or repaired on within the property of the subdivision other than in an enclosed building erected in accordance with the restrictions set forth herein.

7. Under no circumstances shall commercial vehicles, trucks within the classification of tractors, or trailers be kept or maintained on within the property except for the purpose of delivery or use in construction work in within the property.

8. No building or structure other than a fence shall be located nearer than 50 feet from a road or street, nor shall any building or structure be located nearer than 30 feet to any side or rear of property line.

9. Property lines reserved for utilities, such as but not limited to water, sewers, electric, cable, telephone, and gas shall be maintained to allow for present and future maintenance and installation of utilities.

10. No animals or livestock shall be kept on within the property, except that cats, dogs and other domesticated pets may be kept and under no circumstances shall gees, swine, goats, chickens, or any other animals creating a nuisance be kept on said property.

11. The discharge of firearms within the subdivision is prohibited. All hunting and trapping of any nature whatsoever within the subdivision is prohibited.

12. These covenants and restrictions shall run with the land and shall be binding upon persons and all parties claiming under them for a period of 25 years from the date this declaration is recorded, automatically renewing for periods of five (5) years thereafter, unless at any time, subsequent to the sale of all lots by the Developer, 75% of the lot owners sign an instrument to be recorded agreeing to revoke or change these restrictions in whole or in part. For the purpose of defining "owners" for voting shall mean singularly or plurally, one vote for each lot. Any such alteration, amendment, change, modification, cancellation or addition shall not become effective until duly executed and recorded in the office of the Recorder of Deeds in Franklin County, Missouri.

13. Notwithstanding anything to the contrary contained herein, as long as Developer owns any lots within the subdivision, Developer shall have the sole, exclusive and absolute right, power and authority to alter, amend, change, modify, cancel or add to these Restrictions at any time and from time to time in any manner by instrument in writing executed by it and duly recorded, including but not limited to the right to add additional lots and land in the subdivision, with such added lots and land to enjoy all rights and privileges of the other lots and land in the subdivision.

14. For the purpose of defraying the costs and expenses of maintaining the roadway servicing the lots in the subdivision, there shall be assessed against each lot within the subdivision, an annual fee of One Hundred Fifty dollars (\$150.00) payable on June 1st of each year. All assessments shall become a lien on the land assessed and shall bear interest at a rate of seven percent (7%) until paid. If any assessment is placed in the hands of an attorney for collection, the lot owner failing to pay shall pay the costs of collection including a reasonable attorneys' fee. Notwithstanding anything herein to the contrary, Developer shall be exempt from such assessments for all lots owned by Developer Lot #1 excluded from Road Maintenance Assessment.

15. If the owners or owner of any said lots or parcels on said property or his, her or their heirs and assigns, violate or attempt to violate any of the conditions and restrictions and limitations herein contained.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 9th day of April, 2002.

DEVELOPER:

Hickinbotham Real Estate, Inc.

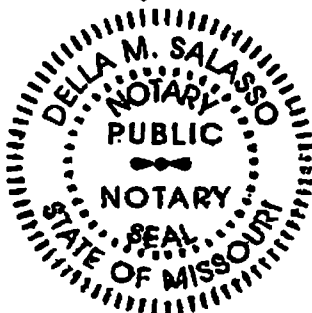
By: [Signature]
Scott Hickinbotham, Broker/Officer

State of Missouri)
)SS
County of Franklin)

On this 9th day of April, 2002, before me personally appeared Scott Hickinbotham who is known as the Broker/Officer of Hickinbotham Real Estate, Inc. 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 in the County and State aforesaid, the day and year last above written.

[Signature]
Notary Public



DELLA M SALASSO
Notary Public State of Missouri
Franklin County
My Term Expires Feb. 28, 2005

My Commission Expires.

Feb 28, 2005