

**DECLARATION OF RESTRICTIVE COVENANTS OF
CALLAHAN CREEK ESTATES**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described real estate situated in Boone County, Missouri, to-wit:

Parcels One (1) through Nine (9), both inclusive, as shown on the Administrative Survey recorded in Book 1677, Page 706, Deed Records of Boone County, Missouri being located in Sections 1, 2 and 11, Township 49 North, Range 14 West, Boone County, Missouri and being known and referred to as Callahan Creek Estates.

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

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

NOW, THEREFORE, the undersigned does hereby impose the covenants and restrictions herein set out on all of the above described parcels, being Parcels One (1) through Nine (9), both inclusive, of the Administrative Survey recorded in Book 1677, Page 706, Deed Records of Boone County, Missouri, and being known and referred to herein as Callahan Creek Estates, 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 its successors in title to the above described parcels and to its successors and assigns forever, to-wit:

USE RESTRICTIONS

1. That each said parcel and the dwelling erected on each parcel shall be used only for single family residential dwelling purposes and agricultural purposes and for no other purpose.

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

a) The finished living area of the ground floor of a one-story dwelling must contain not less than 1,800 square feet.

b) The finished living area of the ground floor of a two-story dwelling must contain not less than 1,000 square feet and the total finished living area of both the ground floor and the upper floor of a two-story dwelling must contain not less than 2,000 square feet.

c) The total finished living area of all floor levels of a split foyer, tri-level, four-level or greater numbered level dwelling must contain not less than 2,000 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.

No dwelling shall exceed two stories in height without the prior written consent of the Architectural Control Committee.

3. No dwelling shall be permitted on any parcel unless it contains a garage for two (2) or more automobiles, and said garage must either be a garage attached to the dwelling or built into the dwelling.

4. Not more than one single family dwelling with an attached garage or built-in garage shall be permitted on any parcel.

5. The outbuildings, detached buildings and outside storage sheds (permanent or portable) placed or constructed on a parcel shall not exceed a total of two (2) in number and the same must be constructed with new materials, and the same may not be placed on a parcel until the plans for the same have been approved in writing by the Architectural Control Committee.

6. No outdoor swimming pool shall be located on a parcel unless a wood privacy fence is constructed around said swimming pool at a height of not less six (6) feet above the top of the swimming pool screening it from view, and said swimming pool must be located no closer than one hundred fifty (150) feet from the front boundary line of a parcel and no closer than one hundred (100) feet from the side and rear boundary lines of a parcel.

7. No mobile home, manufactured home, modular home or prefabricated home shall be located on a parcel.

8. No halfway house, group home, daycare center or similar type of institutional use shall be permitted on any parcel.

9. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any parcel unless enclosed from view from the other parcels and from the private and public roadways providing access to the above described parcels.

10. No dwelling shall be located closer than one hundred (100) feet to the front property line of a parcel and no closer than fifty (50) feet from the side and rear property lines of a parcel. No outbuilding, detached building or outside storage shed shall be located on a parcel closer than seventy-five (75) feet from any property line of a parcel.

11. No fence shall be located closer than one hundred twenty-five (125) feet from the front boundary line of a parcel. All exterior perimeter boundary line fencing must be constructed either of wood, vinyl or wire and shall not exceed fifty-four (54) inches in height. All interior fencing shall not exceed seventy-two (72) inches in height.

12. No dog house, dog pen or dog run may be constructed on a parcel closer than seventy-five (75) feet from the boundary line of a parcel.

13. No commercial dog kennel shall be permitted on a parcel.

14. No dog or other pet shall be permitted to run at large off the premises of a parcel unless either such animal is on a leash and under the control of a competent person or such animal is under the control of a competent person and is obedient to the command of such person. No dog shall be kept on any parcel which barks causing disturbance to the occupant of any other parcel.

15. No swine or hog shall be kept, maintained or located on any parcel.

16. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any parcel except the following shall be permitted:

a) Not more than one farm animal (excluding hog or swine) per acre of fenced area may be kept on a parcel; and

b) Dogs, cats or other household pets may kept provided they are not kept, bred or maintained for any commercial purpose.

17. No temporary structure, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either temporary or permanent.

18. No sign of any kind shall be displayed to the public view upon any parcel except signs used to advertise the property for sale or rent and said sign shall not exceed two (2) feet by four (4) feet in size.

19. No communication tower shall be located on any parcel.

20. No exterior antenna and no electronic dish or satellite dish greater than twenty-four (24) inches in diameter shall be permitted on the exterior of any building

on a parcel or upon any parcel exterior to the building on the parcel without the prior written consent of the Architectural Control Committee.

21. No parcel 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 parcel 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.

22. No sewage disposal system nor sewer lines shall be permitted on any parcel unless the construction and maintenance of the same is in compliance with all applicable rules, regulations and laws.

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

24. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

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

26. No parcel shall be used to generate, manufacture, transport, treat, store, dispose of or transfer a hazardous substance or other dangerous or toxic substance or solid waste.

27. No structure, planting or other material shall be placed or permitted to remain in an area or any activities undertaken that may damage or interfere with storm water drainage or established slopes or that may create erosion or soil sliding problems on a parcel.

ARCHITECTURAL CONTROL

28. No dwelling, building, fence, or other structure or improvement shall be erected, constructed, placed or altered on any parcel unless the plans and specifications therefor have been approved in writing by the Architectural Control Committee. The person desiring to do any of the foregoing shall submit two (2) copies of the plans and specifications for the same to the Architectural Control Committee showing elevations, designs, floor plans, dimensions, color of roof, color of exterior walls, construction materials and other necessary data to enable the committee to determine if said dwelling, building, fence, or other structure or improvement is compatible with these restrictions and the other improvements located on the other above described parcels. The approval or disapproval of said plans and specifications by the Architectural Control Committee shall be in writing. In the event the

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

29. The initial Architectural Control Committee shall be composed of Phillip E. Blom. The Architectural Control Committee may designate in writing a representative to act for it. The Board of Directors of MISSOURI CATTLE BREEDERS, INC., a Missouri corporation, shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee. In the event of the death, resignation or removal of any member of the committee, the Board of Directors of MISSOURI CATTLE BREEDERS, INC., a Missouri corporation, shall designate the successor member of the committee.

At such time as MISSOURI CATTLE BREEDERS, INC., a Missouri corporation, or its successors or assigns as Developer shall no longer own any of the above described parcels, the Architectural Control Committee shall be elected by the owners of all of the parcels subject to this Declaration with the owners of each parcel having one (1) vote for each parcel owned. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one for a term of two (2) years, and one for a term of three (3) years, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the new committee must be an owner of a parcel subject to this Declaration. In the event of the death, resignation or disqualification of any member of the new committee or of any committee elected thereafter, the owners of the parcels subject to this Declaration shall elect a successor committee member voting as above-mentioned. Any parcel owner may call a meeting of the owners of the parcels subject to this Declaration for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee.

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

The Architectural Control Committee shall have authority to interpret the provisions of these Restrictive Covenants.

ANNEXATION REAL ESTATE

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

Nine (9) acres, more or less, in the South part of the Northwest Quarter (NW 1/4) of Section One (1) and One Hundred Fourteen (114) acres,

more or less, the East part of the Southwest Quarter (SW 1/4) of Section One (1), lying South and West of the New Channel of Callahan Creek, all in Township Forty-nine (49), Range Fourteen (14) and containing in all One Hundred Twenty-three (123) acres, more or less. It is the intention to convey the same land deeded to John L. McQuitty by W.H.H. Cochran and Lizzie Cochran, h/w, by deed recorded in Book 98 at Page 186, Deed Records for Boone County, Missouri; and the East Half (E 1/2) of New Madrid Claim No. 487, New Madrid Survey No. 2862, located in the Southeast Quarter (SE 1/4) of Section Two (2) and the Northeast Quarter (NE 1/4) of Section Eleven (11) in Township Forty-nine (49), Range Fourteen (14), containing 85.07 acres. Also, 27.56 acres in the Southwest part of the Northwest Quarter (NW 1/4) and the West part of the Southwest Quarter (SW 1/4) of Section One (1), Township Forty-nine (49) North, Range Fourteen (14) West, bounded as follows: Beginning at the half mile corner on the West side of said Section One (1); thence East 1.25 chains; thence North 3.25 chains; thence East 5.22 chains to the Northeast corner of said tract; thence South parallel with the West line of said Section One (1), 43.25 chains to the South line of said Section One (1); thence West 6.47 chains to the Southwest corner of said Section One (1); thence North 40 chains to the beginning, containing in all 122.50 acres, more or less; EXCEPT that part contained within the boundaries of the Administrative Survey recorded in Book 1677, Page 706, Deed Records of Boone County, Missouri.

with the written consent of the owners 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 annexed into and made a part of this Declaration and shall be deemed a "parcel" as referred to herein, and the owners of 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 shall have the right to enforce the provisions of this Declaration and shall be entitled to all of the benefits contained herein.

MODIFICATION

31. This Declaration 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 parcels subject to this Declaration; provided however, after either the undersigned or the assignee of the rights of the undersigned as Developer cease to own any of the parcels subject to the provisions of this Declaration, this Declaration and the provisions contained herein may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the parcels subject to this Declaration.

ENFORCEMENT

32. The undersigned and/or the owner of any parcel 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 in said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

DEVELOPER RIGHTS

33. MISSOURI CATTLE BREEDERS, INC. shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint the members of the Architectural Control Committee, to annex additional real estate to this Declaration as provided in paragraph 30 above and to agree to the amendment, modification or abrogation of this Declaration, 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 parcel subject to the provisions of this document.

34. 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, the undersigned has hereunto executed this document this 4th day of January, 2001.

OWNER:

MISSOURI CATTLE BREEDERS, INC.

BY: Phillip E. Blom
PHILLIP E. BLOM, President



Phillip E. Blom
PHILLIP E. BLOM, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 4th day of January, 2001, before me appeared PHILLIP E. BLOM, to me personally known, who, being by me duly sworn, did say that he is the President of