



Dottie D. Crenshaw
Deputy

INDENTURE OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WINGATE
ESTATES SUBDIVISION

WHEREAS, Wingate Development Group, L.L.C., hereinafter referred to as "Developers" for the purpose of protecting property values and providing for the quiet enjoyment of the Wingate Estates Subdivision, hereinafter referred to as the "subdivision," the plat of which is recorded in Plat Book 13, Page 140, 141, Office of Recorder of Deeds of Lincoln County, Missouri, and the legal description of which is attached hereto and marked Exhibit A, and

WHEREAS the land hereinabove referred to includes land originally subdivided in Sun Swept II as shown at Plat Book 12, Page 7, office of Recorder of Deeds, Lincoln County, Missouri, with the covenants respecting land in that subdivision recorded at Book 632, Page 79, office of Recorder of Deeds of Lincoln County, Missouri, and

WHEREAS by the terms of the covenants on the old Sun Swept II the covenants themselves may be amended by the owners of that subdivision, and the owners thereof are now the undersigned and they desire and it is their intent by this document to nullify the old covenants on Sun Swept II and to put in place these covenants,

NOW THEREFORE, Developers do hereby subject said subdivision to the following covenants, conditions, and restrictions which shall run with and be binding upon all of the land in the subdivision:

1. None of the Lots in the subdivision shall be at any time further subdivided, nor shall any part of a Lot be at any time conveyed.
2. Except as provided in Paragraph 4 herein below, only one (1) building shall be constructed, erected, built, or located on each Lot in the subdivision, and said building shall be a single family residential dwelling house with an attached two car garage. With the exception of brick or stone used in construction of the dwelling house, any such dwelling house shall be constructed of all new materials. Further, any such dwelling house shall be constructed, erected, built, or located on a Lot only

if said dwelling house shall have received prior approval by the Trustee's of the subdivision pursuant to the provisions of Paragraph 13 hereinafter.

3. No temporary structure, house trailer, mobile or manufactured home (single wide, double wide, or triple wide), modular home, or basement home, shall at any time be constructed, erected, built, located, or placed on any Lot in the subdivision, nor shall they at any time be used as or considered to be a dwelling house.
4. No barn, shed, outbuilding, unattached garage, pool house, or other accessory building shall be constructed, erected, built, located, or placed on any Lot in the subdivision unless said barn, shed, outbuilding, unattached garage, pool house, or other accessory building shall have received prior approval by the Trustee's of the subdivision pursuant to the provisions of Paragraph 13 hereinafter. Further, such buildings shall not be located in front of the rear corners of the dwelling house.
5. All buildings of the type allowed under Paragraphs 2 and 4 hereof shall be constructed, erected, built, located, or placed only in accordance with the Building Lines as depicted on the above-mentioned Plat of Wingate Estates subdivision. Further, buildings of the type allowed under Paragraphs 2 and 4 shall be constructed, erected, built, located, or placed no closer than seven feet (7') from the side line(s) of any Lot as depicted on the above-mentioned Plat of Wingate Estates subdivision.
6. Should title to two or more contiguous Lots vest in common ownership, the restriction contained in Paragraph 5 immediately above concerning not building closer than seven feet (7') from the side line(s) of any Lot shall not apply to interior lines dividing such Lots in which there is common ownership; provided, however, if any building of the type allowed in these restrictions is constructed, erected, built, located, or placed on any such commonly owned contiguous Lots, no severance of common ownership shall thereafter be made if such severance would result in such structure being located closer than seven feet (7') from a line dividing Lots in which common ownership has been severed.
7. Minimum square footage for the dwelling houses allowed by Paragraph 2 herein shall be as follows:
 - A. A dwelling house of the design commonly referred to or known as a one-story dwelling shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred (1,300) square feet.
 - B. A dwelling house of the design commonly referred to or known as a split-foyer dwelling shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred (1,300) square feet.
 - C. A dwelling house of the design commonly referred to or known as a splitlevel dwelling shall have a floor area above grade, exclusive of that portion

encompassed within an attached garage, of not less than one thousand three hundred (1,300) square feet.

- D. A dwelling house of the design of more than one story (except dwelling houses of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than nine hundred (900) square feet and a total living area of not less than one thousand three hundred (1,300) square feet, excluding the basement area.
- E. Dwellings shall have a minimum roof slope of six inches of rise to every linear foot of roof on the main roof. Gables, dormers, etc shall have a minimum roof slope of eight inches of rise to every linear foot of roof.
8. For purposes of the covenants contained in Paragraph 5 herein, eaves, steps and open porches shall be considered as part of the dwelling house and attached garage.
9. For purposes of the covenants contained in Paragraph 7 herein, open porches shall not be considered as a part of the dwelling house.
10. Any dwelling house as allowed by Paragraph 2 hereof, shall be completed within one year after initial construction commences, and no such dwelling house shall be occupied as a residence until same shall have a complete indoor bathroom facility properly connected to the sewer main, and all exterior walls and roof have been completed. Further, unless prevented by weather, each Lot shall be landscaped according to a design approved by Developers or Trustees with lawn shrubs and ground cover within sixty (60) days after the dwelling house is completed.
11. All accessory and outbuildings as allowed by Paragraph 4 herein, shall be completely finished within one hundred twenty (120) days after initial construction commences.
12. All repairs and maintenance of the buildings allowed under Paragraphs 2 and 4 hereof must be like and strictly conform to the original design of said building. Further, no alternations of or additions of any type shall be made to the original building unless approved by the Trustees pursuant to the provisions of Paragraph 13 herein. Further, the Lot owner shall be responsible for all erosion during construction and during improvement of property including street cleaning during construction.
13. Prior to any building allowed under Paragraphs 2 and 4 herein being constructed, erected, built, located, or placed on any Lot in the subdivision, construction plans, showing square footage, and including front elevations and specifications, together with a plat showing the location of the building, must be approved by the Developers or Trustees as hereinafter provided for, as to compliance with these

covenants, conditions, and restrictions, quality of workmanship and materials, harmony with the external design of existing buildings, and as to the location with respect to topography and finish grade elevations. The above-referenced plans and information shall be submitted to the Trustees. The Trustees must thereafter reject or accept the plans within thirty (30) days from their submission. If the Trustees fail to reject or accept said plans within the said thirty (30) day period, acceptance shall be conclusively presumed. Further, prior to the alteration of or addition to any existing building, construction plans, showing square footage, and including front elevations and specifications, together with a plat showing the location of the alteration or addition, must be approved by the Trustees as hereinafter provided for, as to compliance with these covenants, conditions, and restrictions, quality of workmanship and materials, harmony with the external design of existing buildings, and as to location with respect to topography and finish grade elevations. The abovereferenced plans and information shall be submitted to the Trustees. The Trustees must thereafter reject or accept the plans within thirty (30) days from their submission. If the Trustees fail to reject or accept said plans within the said thirty (30) day period, acceptance shall be conclusively presumed.

14. There shall be no commercial use of any Lot except that a Lot owner may practice his or her profession or business so long as there is no sign or any other means of advertisement placed in said subdivision as to said profession or business. In any event no business vehicles or machinery may be parked outdoors in the subdivision except for police patrol cars. No loading docks shall be permitted on any lot.
15. No Lot in the subdivision shall be willed, conveyed, or transferred in any manner to a civic, social, religious, charitable, or fraternal organization, or any person or persons other than an individual family unit for the exclusive use of said individual family unit as a residence.
16. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. Further, no hazardous waste may be kept or manufactured in the subdivision.
17. Developers may erect any and all signs, at their discretion, for purposes of selling Lots in the subdivision. Otherwise, no signs, advertisements, bill boards, or advertising structures of any kind may be erected or maintained on any Lot in the subdivision, except that a Lot owner may erect and maintain one such sign not larger than five square feet in size, for the sole and exclusive purpose of advertising for sale of the Lot upon which such sign is erected or placed. No signs shall be placed at the entrance of the subdivision without consent of Trustees.

18. All Lots upon which a building allowed by Paragraphs 2 or 4 has been constructed, erected, built, located, or placed shall be mowed so that the grass thereon does not grow higher than six (6) inches. All unimproved Lots in the subdivision shall be mowed so that the grass does not grow higher than twelve (12) inches.
19. No junk, garbage, trash, or other debris shall be allowed to exist or accumulate on any Lot, and no trash or garbage can shall be allowed outside the dwelling house on the Lot, except garbage cans for household use which may be temporarily placed outside only on garbage pick up days.
20. No firearms or pellet or bb guns shall be discharged in the subdivision.
21. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot in the subdivision. Dogs, cats, and other domestic household pets shall be allowed in said subdivision; provided, however, any such dog, cat, or domestic pet shall not be allowed off of the Lot of the owner, unless on a leash controlled by some person physically able to prevent said animal from escaping or causing others harm.
22. No automobile, motorcycle or machinery of any kind, may be dismantled, assembled, repaired, or worked on in any manner upon any Lot or street in the subdivision, unless, such repairs are conducted inside a private garage, screened from public view.
23. No motor vehicle shall remain on any Lot in an inoperable condition and/or unlicensed for longer than fifteen (15) days, unless same is located in a garage or accessory or outbuilding screened from public view.
24. No Lot shall be used for any unlawful purpose or any purpose that would injure the reputation of the subdivision or the peaceful enjoyment thereof by others.
25. No all terrain vehicles, including, but not by way of limitation, two, three, or four wheel vehicles, shall be used or operated upon the streets of said subdivision.
26. All fences constructed, erected, build, located, or placed on a Lot must be of quality construction and of new materials such as wood or milling, with new posts set in concrete, with the exception of rail fencing. All board fences shall be of the type with opening aggregating not less than Fifty percent (50%) of the fence. No fence shall be constructed, erected, built, located, or placed on any Lot in front of the rear corners of any dwelling house. No chain link fences are allowed.
27. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, livestock trailer, boat trailer,

boat, motor home, recreational vehicle, camping truck, or similar vehicle shall be parked or permitted to remain on any Lot in said subdivision unless said trailer or recreational vehicle is parked behind the rear corners of the dwelling house. No vehicle over 30,000 gross vehicle weight shall be permitted within the subdivision except if said vehicle is delivering materials to be used for the construction, modification or maintenance of any buildings located in the subdivision.

28. All dwelling houses in the subdivision must be connected to the sewer main of said subdivision, and no open sewage or drainage system shall be permitted for the disposal of the sewage or water from the internal household.
29. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees," which shall consist of three (3) in number and which shall be the governing body of the subdivision and have the right to enforce the terms of these covenants, conditions, and restrictions. Said Board of Trustees shall meet as often as is necessary to enforce and administer the terms of this Indenture and shall keep written minutes of all such meetings, and said Board of Trustees shall be governed as follows:
 - A. The first Board of Trustees shall consist of Dale Black, Jeff Sheets, Richard Mennemeyer, and Bruce Wilcoxon, and each such Trustee shall serve: (1) until the regular annual meeting of Lot owners (as provided for in Paragraph 29(D) hereinafter) next following the date when all the Lots in the subdivision have been sold by Developers; or (2) until said Trustee shall die, become incompetent, or resign, which ever event shall earlier occur.
 - B. Thereafter each member of the Board of Trustees shall be elected by the Lot owners of the subdivision and shall serve for a term of three (3) years, or until said Trustee's successor shall have been elected and qualified. Said Trustees shall be elected from among the Lot owners of the subdivision.
 - C. In the event any Trustee shall die, become incompetent, or resign, then the remaining Trustees shall appoint a successor Trustee to serve until the next regular annual meeting of Lot owners (as provided for in Paragraph 29(D) hereinafter), at which time a successor shall be elected by the Lot owners for a term of three (3) years.
 - D. A meeting of the existing Lot owners shall be held on the first Saturday in June, 2007 and a regular annual meeting shall be held on the same day of each year thereafter for the purpose of electing Trustees and transacting any business concerning administration or enforcement of this Indenture. Said meeting shall be held at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving ten (10) days written notice by posting notices in the subdivision in two places likely to be seen by the Lot owners; provided further, however, that failure to give said

notice shall not affect or otherwise invalidate the meeting or the business carried on at such meeting.

E. A special meeting of the Lot owners may be called by the Trustees upon their own motion or upon petition by two-thirds (2/3) of the Lot owners of the subdivision. Said meeting shall be held at a convenient place within the subdivision. Notice of the time and place of such meeting shall be given to each Lot owner by mail, addressed to the last known or usual post office address of said Lot owner no more than thirty (30) days and no less than ten (10) days prior to the date of said special meeting.

F. In all voting, whether for the electing of Trustees or otherwise, each Lot shall represent one (1) vote.

G. The Trustees shall have the power and authority in their own names as Trustees to prevent a violation of any of the covenants, conditions, and restrictions contained herein and to compel the performance of any such covenants, conditions, and restrictions contained herein, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory. The failure by the Trustees to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Further, no violation of these covenants, conditions, and restrictions shall be construed to work a forfeiture of title to any Lot in the subdivision. These provisions concerning the Trustees' power and authority to enforce the terms of this Indenture is intended to be cumulative and not to restrict the right of any Lot owner to proceed in said Lot owner's behalf. If any Lot owner or any person in possession of any of the Lots in the subdivision shall violate or attempt to violate any covenant, condition, or restriction herein contained, it shall be lawful for any other person, or persons, owning any Lot(s) situated in the subdivision to prosecute in any type of proceeding at law or in equity against the Lot owner and/or person or persons violating or attempting to violate any such covenant, condition, or restriction, either to prevent the person or persons from so doing, or to recover damages or other dues for such violation; however, no such violation shall be construed to work a forfeiture of title to any Lot in the subdivision. Provided, further, that the failure by any Lot owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

H. The Trustees and their successors are hereby authorized, empowered, and granted the right to make assessments upon each Lot of the subdivision for the purposes and at the rate hereinafter provided, and in the manner and subject to all conditions hereinafter provided in this Paragraph H and in Paragraph 1.

- (1) To make uniform assessments of not to exceed one hundred (\$100.00) dollars a year upon and against each Lot in said subdivision which is hereafter conveyed by Developers, for the purpose of carrying out the general duties and powers of the Trustees to defend and enforce the provisions of this Indenture, and for upkeep of the streets, street lights (including cost of electric), and entrance monuments and landscaping of said entrance, in the subdivision. Said assessments shall be levied and notice thereof, as provided for hereinafter, given by June 1 of each year, and initial assessments against each Lot shall be prorated at the time of closing of the sale from Developers to Lot owner.
 - (2) If at any time the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments provided for above, they shall submit in writing to the Owner of each Lot for approval an outline of the plan of the project contemplated, the estimated amount required for completion of the same, and the total assessment required. If such project and the assessment so stated shall be approved by written consent of the Owners of three-fourths (3/4) or more of Lots in said subdivision, the Trustees shall, in the manner hereinafter described in Paragraph 29(I)(2), notify the Owner of each Lot in said subdivision of the additional assessments. The limit of one hundred dollars and no/100 (\$100.00) a Lot per year for general purposes as provided in Paragraph 29(H)(1), shall not apply to any assessments made under the provision of this paragraph.
- I. All assessments, either general annual assessments or special assessments, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:
- (1) In addition to the above consent of the Lot Owners required pursuant to Paragraph 29(H)(2), all assessments shall be made upon resolution adopted by a majority of the Trustees, at a meeting of the Trustees, which resolution shall be incorporated into and made a part of the minutes of said meeting.
 - (2) Notice of all assessments shall be given to each Lot owner by mail, addressed to the last known or usual post office address of said Lot owner or by posting a brief notice of the assessment upon the Lot itself.
 - (3) Assessments shall be made only on Lots which have been conveyed by Developers.
 - (4) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said assessment is due, it shall bear interest at the highest rate allowed by law per annum until paid, and such assessment and interest shall constitute a lien upon said Lot, and said lien shall continue in full force and effect until said amount is fully paid. Provided, however,

that such lien shall never have priority over and shall always be subordinate to any Deed of Trust of record, regardless of when said Deed of Trust is recorded.

- (5) At any time after the passage of the resolution levying an assessment and its entry in the minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one (1) or more Lots, and cause same to be recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, and the Trustees shall, upon payment, cancel or release any one (1) or more Lots from the liability for assessment, as shown by recorded instrument, by executing, acknowledging and recording, at the expense of the Owner of the Lot(s) affected, a release of such assessment, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings the payments made on account of assessments. Any assessments provided for herein shall constitute a lien whether recorded or not.
 - (6) Assessments may, at the discretion of the Trustees, be paid to a separate Escrow Account to be managed by an Escrow Company approved by the Trustees.
 - (7) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereinafter exist are hereby incorporated by reference into and made a part of this instrument for the collection of the aforesaid assessments.
- J. The Trustees may receive, hold, convey, dispose of, or administer in trust for any purpose mentioned in this Indenture, any gift, grant, conveyance, or donation of real or personal property.
- K. The Trustees, in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable, and defend suits brought against them individually or collectively, in their capacity as Trustees.
- L. Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur any liability in excess of the amount which at the time in question shall be in their hands as the result of assessments made as herein provided.
- M. The act or acts of any two (2) of the Trustees shall, for the purpose of this Indenture, have the same force and effect as if all Trustees performed such act or acts.

- 30. These restrictions may be changed, modified or amended at any time in the future by written covenant signed by the Owners of two-thirds (2/3) of the Lots in said subdivision. The said amendment or modification is to be and become effective only upon recording same in the Office of the Recorder of Deeds of Lincoln County, Missouri. Such amendment or modification will not require the signatures of any holder of a mortgage, Deed of Trust, or other lien against the respective Lots or the improvements thereon.
- 31. A cancellation of any of these covenants by judgments or other order shall in no way affect or invalidate any of the other provisions, and said other provisions shall remain in full force and effect.
- 32. Notwithstanding anything to the contrary contained elsewhere herein, the Developers, Wingate Development Group, L.L.C., reserve the exclusive right to amend all or any part of this Indenture as long as they continue to own any Lots in the subdivision.
- 33. By these covenants the undersigned owner nullifies the original covenants shown at Book 632 Page 79, Office of Recorder of Deeds, Lincoln County, Missouri respecting Sun Swept II Subdivision to the extent that land in that subdivision is included in the new Wingate Estates Subdivision. It is the intention of the undersigned that these covenants will govern the use of all the land referred to herein, including the land formerly referred to as Sun Swept II Subdivision.

IN WITNESS WHEREOF, the Developers have caused this Indenture to be signed on this 2nd day of DECEMBER, 2004.

Dale Black
DALE BLACK, MEMBER

Jeffrey K. Sheets
JEFFREY K. SHEETS A/K/A JEFF SHEETS
MEMBER

Richard M. Menne Meyer
RICHARD M. MENNEMEYER
A/K/A RICHARD MENNEMEYER
MEMBER

Samuel Bruce Wilcockson
SAMUEL BRUCE WILCOCKSON A/K/A
BRUCE WILCOCKSON, MEMBER

)STATE OF MISSOURI
) COUNTY OF LINCOLN

No. 16825 Book 1621 Page 223

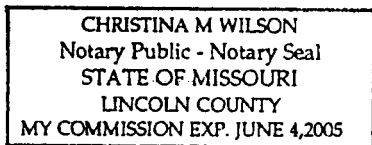
On this day of 2nd of December, 2003, before me a Notary Public in and for said state, personally appeared Dale Black, Jeff Sheets, Richard Mennemeyer, and Bruce Wilcockson, known to me to be the persons who executed the within Indenture and acknowledged to me that they executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Lincoln County, Missouri the day and year first above written.

My Commission Expires:

Christina M. Wilson

Notary Public

CHRISTINA M. WILSON



File #: 02T15954

**EXHIBIT A
LEGAL DESCRIPTION**

Land situated in the County of Lincoln, and State of MO, to-wit:

PARCEL NO. 1:

A 40.35 acre tract of land lying in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 33, Township 49 North, Range 1 West, Lincoln County, Missouri, being more particularly described as follows: Commencing at an old stone at the Northeast corner of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 33, thence along the North line of the Northeast Quarter of the Southwest Quarter South 86 degrees, 46 minutes and 12 seconds East 158.91 feet to an iron point, thence continuing along said North line South 86 degrees, 39 minutes and 52 seconds East 509.78 feet to an iron point marking the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 33, thence along the South line of said Quarter Quarter Section South 86 degrees, 39 minutes and 52 seconds East 20.01 feet to an iron point, said point marking the true point of beginning of the tract of land herein described, thence South 01 degree, 50 minutes 30 seconds West 20.01 feet to an iron point, thence South 86 degrees, 39 minutes and 52 seconds East 1325.36 feet to an iron point, thence North 02 degrees, 17 minutes and 46 seconds East 20.00 feet to an iron point at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 33, thence along the East line of said Quarter Quarter Section North 00 degrees, 58 minutes and 43 seconds East 1334.46 feet to an old stone marking the Northeast corner of said Quarter Quarter Section, thence along the North line of said Quarter Quarter Section North 88 degrees, 11 minutes and 23 seconds West 1304.97 feet to an iron point, thence departing said North line South 01 degrees, 50 minutes and 30 seconds West 1299.03 feet to the point of beginning, containing 40.35 acres more or less and being subject to any easements or restrictions of record or not of record, if any.

PARCEL NO. 2:

A 0.89 acre tract of land lying in the Northeast Quarter of Section 33, Township 49 North, Range 1 West, Lincoln County, Missouri, being more particularly described as follows: Commencing at an old stone at the Northeast corner of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 33, thence along the North line of the Northeast Quarter of the Southwest Quarter South 86 degrees, 46 minutes and 12 seconds East 158.91 feet to an iron point, thence continuing along said North line South 86 degrees, 39 minutes and 52 seconds East 509.78 feet to an iron point marking the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 33, said point being the true point of beginning of the tract of land herein described, thence along the South line of said Quarter Quarter Section South 86 degrees, 39 minutes and 52 seconds East 20.01 feet to an iron point, thence North 01 degree, 50 minutes and 30 seconds East 1947.41 feet to an iron point on the Southern Right-of-Way of Missouri Route 47, thence following the Right-of-Way along a curve to the left 20.63 feet to an iron

Continued on next page

LEGAL DESCRIPTION (Exhibit A, continued)

File #: 02T15954

point, said curve having a radius of 686.20 feet and a chord of South 77 degrees 38 minutes 07 seconds West 20.63 feet, said point also being at the intersection of said Right-of-Way and the West line of the Northeast Quarter of Section 33, thence departing said Right-of-Way along the West line of said Quarter Section, South 01 degree, 50 minutes and 30 seconds West 1941.83 feet to the point of beginning, containing .89 acres more or less, and being subject to any easements or restrictions of record or not of record, if any.

Although the legal description of the insured parcel contains a reference to acreage, this policy specifically does not insure that the insured parcel contains said acreage.

COMMONLY KNOWN AS: 40.35 ac SW 1/4 NE 1/4 NW 1/4 SE 1/4 Sc, 33-49-1W, Troy, MO
63379

LOCATOR NUMBER:

File #: 01T15764

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL NO. 3:

Land situated in the County of Lincoln, and State of MO, to-wit:

ALL OF LOTS ONE (1) THROUGH EIGHTEEN (18) OF SUN SWEPT VILLAGE SUBDIVISION,
TRACT II, LINCOLN COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 12, PAGE 7,
LINCOLN COUNTY PLAT RECORDS.

COMMONLY KNOWN AS: Lt 1-18 Sun Swept Village S/D, Troy, MO 63379

LOCATOR NUMBER: