

AND RESTRICTIONS OF
 "WATERBROOKE ESTATES"

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, THE OAKWIND CORPORATION, Owners and Developers of the following described parcel of land, a subdivision in Lincoln County, Missouri:

A TRACT OF LAND IN SEC. 16 T49 NORTH RANGE 1 WEST IN LINCOLN COUNTY,
 MISSOURI

WHEREAS, it is deemed in the best interest of all persons who may become and are Owners of any Lots in this subdivision to have certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property.

NOW THEREFORE, the Owners and Developers, as maker of this Declaration, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties, do hereby subject all Lots in said subdivision to the following covenants, conditions and restrictions which shall operate as covenants running with the land into whomsoever hands it or any part of it shall come and does hereby declare that all Lots in said subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, and the rights and easements herein contained are hereby made and declared to be rights and easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said Lots, and said Lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit of any and every Owner of any Lot in said subdivision by injunction or other proceeding, whether in law or equity.

- 1 All streets and easements shall remain for the private roadway use of the Owners of Lots in this subdivision and for no other tracts of adjoining land except as provided herein; provided, however, that the Trustees may, at their discretion, except as provided above, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owners and Developers reserve the right to use the streets and easements as shown on the recorded Plat to service additional development. This shall not be construed to mean Owners and Developers shall make additional development.

The Owners and Developers expressly except from this dedication the water distribution system, the well "Lot" and reserve unto themselves the right to use the streets and easements for installation, repair and maintenance of the water distribution system.

The Owners and Developers shall dedicate the Sewage Treatment Plant and Lot, as well as the easements for the Sewage Collection System and all elements of the collection system to Oakwind Estates, Inc, the Home Owners Association.

2. All streets and easements designated by deed are hereby created and established for the installation and maintenance of all utilities and drainage facilities and any other purpose shown thereon or any other purpose declared by the Trustees.
3. All Lots must be sold as originally sold, with no purchaser resubdividing or reselling any portion of any original Lot. The term "Lot" as used herein shall mean the original tract as sold by the Owners and Developers listed above, whether sold by Lot number or a metes and bounds description.

4. There shall be no commercial use of any Lot, except by the Owners, professions or business Said profession or business is defined as Any occupation or profession carried on by a member of the immediate family, residing on the premises, in connection with which there is used no sign other than a nameplate, or no display that will indicate from the exterior that the buildings being utilized in whole or in part for any purpose other than that of a dwelling; there is no commodity sold upon the premises; no person is employed other than a member of the immediate family residing on the premises, and no mechanical equipment is used except such as is permissible for purely domestic household purposes.
- Any building erected, altered, placed or permitted to remain on any Lot shall be a One (1) single-family dwelling, which must include at least a Two-car attached garage.
6. All dwellings shall be located according to the set-back lines hereby established by the recorded Plat and all dwellings, including the attached garage, shall be located a minimum distance of Ten (10) feet from any interior Lot line.
7. No structure of temporary character, trailer, manufactured home, modular home, or mobile home, basement, tent, shack, shall be placed upon or used on any Lot at any time
8. L P. tanks must be kept behind the home and out of sight, or behind a privacy fence. Any dwelling constructed upon any lot shall be of all new materials except brick or stone.
9. (a) A dwelling of the design commonly referred to or known as a One-story dwelling shall have a first floor area, exclusive of that portion encompassed with an attached garage, of not less than One Thousand Three Hundred (1,300) square feet.
- (b) A dwelling of the design commonly referred to or known as split-foyer 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 of the design commonly referred to or known as split-level 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 of the design of more than One (1) story (except dwellings 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.
10. For the purposes of the covenants contained in Paragraphs Six (6) and Nine (9) herein, eaves, steps and open porches shall not be considered as part of the dwelling and attached garage.
11. Construction plans and specifications and a plan showing the location of the structure must be approved by the Trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation before any building shall be erected, placed, or altered on any residential Lot The Lot owner shall be responsible for all erosion control during construction and during improvement of property. The exterior of the house shall be completed within six (6) months of the start up date. Landscaping, seeding, and grading shall be completed within (9) months of the start up date.
12. Plans contemplating approval shall be submitted to the Trustees and be rejected or accepted by the Trustees within Thirty (30) days If the Trustees fail to reject or accept said plan during the Thirty (30) day period, acceptance shall be conclusively presumed. Lot Owners shall be responsible for any damages resulting in the subdivision from the construction and shall repair or replace any damage including roadways.
13. No Lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of any individual family unit as a residence.

14. 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. No hazardous waste may be kept or manufactured in the subdivision. Firearms shall not be discharged in the subdivision.
15. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than One (1) advertising board on each Lot as sold and conveyed, which advertising board shall not be more than Five square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot upon which it is erected, except Owners may erect signs for advertising at the entrances.
16. All grasses and weeds which may grow upon any Lot shall be cut and trimmed by the Owner of said Lot as necessary, as determined by the Trustees. If this is not done, the Trustees shall have the right to enter said Lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the Owner of said Lot.
17. Said premises shall not be used for any unlawful purpose or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment of others. The streets and roads shall be used for regular vehicular traffic, and not for the use of all terrain vehicles (ATV) which includes but not limited to 2, 3 or 4 wheel vehicles.
18. All repairs and maintenance of any structure on said Lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the Trustees.
19. All fences constructed must be of quality construction and of new material such as wood, milling, or chain link with new posts set in concrete, with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less than Fifty percent (50%) of the fence. No fence will be constructed beyond the front of any dwelling; provided, however, that the fence is of the front-yard ornamental type not reaching more than Twenty-Four (24) inches in height and is approved, in writing, by the Trustees.
20. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No dog, cat, or other household pet shall be permitted by a Lot Owner to be off the Lot of the Owner unless on a leash, controlled by some person physically able to prevent a dog, cat, or other household pet from escaping.
21. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, or similar vehicle shall be parked or permitted to remain on any Lot in said subdivision unless such recreational vehicles are kept garaged. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain in the subdivision. There shall be no street parking except by occasional visitors of the residents.
22. No automobile, motor cycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner upon any Lot or street in this subdivision unless such repairs are conducted inside a private garage, screened from public view. None of the above enumerated items may be performed on any street of this subdivision.
23. All motor vehicles remaining in any Lots or street longer than Five (5) days not in proper operating condition shall be hauled away at the Owner's expense.
24. There shall be no private or individual wells or septic tanks. No open sewage or drainage system shall be permitted for the disposal of the sewage or water from internal household. All Lot Owners shall connect to the sewage system and are automatically members of Oakwind Estates, Inc. Home Owners Association and are bound by the "By-Laws" of same.
25. No junk, garbage, trash, or garbage cans shall be permitted on the premises except that garbage cans for household use may be temporarily placed at the curb during garbage pick-up days.

26. No forfeiture shall be construed for violation of these restrictions, but they may be enforced by injunction or other court action.
27. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees", which will consist of one (1) in number and will be the governing body of the subdivision and have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants.
 - (a) The first Board Of Trustees shall initially consist of Gary S. Sheller, and will serve until all Lots are sold or for Three (3) years, whichever is longer.
 - (b) Thereafter each member of the Board of Trustees shall serve for a term of Three (3) years or until his successor shall have been elected and qualified and be elected from among the Lot Owners.
 - (c) In the event any of the Trustees shall die or decline to act or become incompetent to act for any reason, then the remaining Trustees shall appoint a successor or successors.
 - (d) A meeting of existing Lot Owners shall be held on the first Saturday in June, 2000, and on the same day every year thereafter for the purpose of electing Trustees and transacting any other business properly before the Lot Owners. Said meeting shall be 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 Five (5) places likely to be seen by the Lot Owners; provided, however, failures to give said notices shall not affect the meeting.
 - (e) A special meeting of the Lot Owners may be called by the Trustees upon their own motion or upon petition of Two-Thirds (2/3) of the Lot Owners in the subdivision.
 - (f) In all voting, whether for the election of Trustees, or for any other purpose whatsoever, each Lot shall represent One (1) vote.
 - (g) The Trustees shall have the power and authority to prevent, in their own names as Trustees, violation of any express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.
 - (h) The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several Lots as platted as part of Schedule "A" but not the real estate described on Schedule "B" which shall not be subject to assessment in said subdivision for the purpose and at the rate hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this Paragraph and Paragraph (i).
 - (1.) To make uniform assessments of not to exceed Two Hundred (\$200.00) on each improved Lot in any One (1) year, upon and against the several Lots in said subdivision for the purpose of carrying out the general duties and powers of the Trustees to defend and enforce restrictions, and for improvements and maintenance and upkeep of the streets. Initial assessments shall be pro-rated at closing and shall be due annually on June 1st, thereafter.
 - (2.) If, at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the Owners of Lots for approval an outline of the plan of the project contemplated, and 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 Lots in said subdivision, the Trustees shall, in the manner hereinafter described in Paragraph 27, (i) (2.), notify all Owners of Lots in said subdivision of the additional assessments; the limit of Two Hundred Dollars and No/100 (\$200.00) a Lot per year for general purposes as provided in Paragraph 27, (h) (1.), shall not apply to any assessment made under the provision of this paragraph.

- (i) All assessments, either general or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:
- (1.) Subject to the above consent of the Lot Owners, no assessment shall be made except 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. Minutes shall be kept of all Trustees' meetings.
 - (2.) Notice of all assessments may be given by mail, addressed to the last known or usual post office address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the Lot itself. Service in any One (1) of the said methods shall be sufficient.
 - (3.) Assessments shall be made on an improved Lot basis, as the Lots are shown on the recorded plat of said subdivision.
 - (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 assessments are 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 be prior to and shall always be subordinate to any Deed of Trust of record whether before or after, in point of time.
 - (5.) At any time after the passage of the resolution levying an assessment, and its entry in its 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 Recorder's Office in the County of Lincoln, State of 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 property affected, a release of such assessment with respect to any Lot or Lots affected, and the Trustees shall cause to be noted from time to time in the minutes of its proceedings the payments made on account of assessments. The assessment shall constitute a lien whether recorded or not.
 - (6.) Assessments shall 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 referred to and made a part of this instrument for the collection of the aforesaid assessments.
- (j) The Trustees may receive, hold, convey, dispose or administer in trust for any purpose mentioned in this indenture, any gift, grant, conveyance, or donation of money, 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 capability 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 of which shall be in their hands as the result of assessments made against Lot Owners 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 the Trustees performed such act or acts.

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- 28. 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 of the 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. The ByLaws of Oakwind Estates, Inc. may only be changed as provided therein.
- 29. A cancellation of any of these covenants by judgements or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 30. The Owners and Developers, THE OAKWIND CORPORATION, reserve the exclusive right to amend restrictions stated herein as long as any Lots are still owned by them or any successor Owner and Developer as designated by deed. The By-Laws of Oakwind Estates, Inc. may only be changed as provided therein.
- 31. The Subdivision and the use of the Sewer facilities shall be governed by the By-Laws of Oakwind Estates, Inc. which are attached hereto as part of these restrictions.

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions, and restrictions to be signed on this 18th day of December, 2000.

The Oakwind Corporation
 By Gary S. Sheller
 Gary S. Sheller, Pres.

STATE OF MISSOURI)
) SS
 COUNTY OF LINCOLN)

On this 18th day of December, 2000, before me, appeared Gary S. Sheller, to me personally known, who, being by me duly sworn, did say that he is the President of The Oakwind Corporation, a Corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board Of Directors, and said Gary S. Sheller acknowledged said instrument to be the free act and deed of corporation.

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

Christine B. Miller
 Notary Public

CHRISTINE B. MILLER
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Lincoln County
 My Commission Expires: June 15, 2002

STATE OF MISSOURI
 County of Lincoln

I hereby certify that this instrument was FILED FOR RECORD on 12-18, 2000 at 10 o'clock 40 min A M. and is recorded in Book 1313 Page 322.

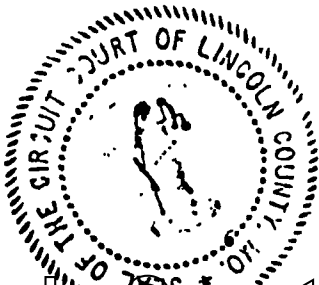
MELBA HOUSTON
 Recorder of Deeds

By Melba Houston
 Proprietor

STATE OF MISSOURI
 County of Lincoln
 FILED FOR RECORD 35

DEC 18 2000

10 o'clock 40 Minutes A M.
 MELBA HOUSTON, Recorder



Lincoln County, Missouri

TOTAL P.01

No. 4406 Book 1653 Page 72

State of Missouri, County of Lincoln
Recorded in Book 1653 Page(s): 72 - 74
Apr 14, 2004 8:59 AM Fees \$30.00
Dottie D. Crenshaw, Recorder of Deeds

Nancy Boren
Deputy



(Space above reserved for Recorder of Deeds certification)

Title of Document: Amendment to declaration of covenants,
conditions and restrictions of "Waterbrooke
Estates"

Date of Document: 4-13-04

Grantor(s): THE OAKWIND CORPORATION
GARY SHELTER, President

Grantee(s):

Mailing Address(s): 421 main Street
Troy, MO. 63379

Legal Description: A tract of land in Sec. 16 T4N North
Range 1 West in Lincoln County, Missouri

Reference Book and Page(s): Book 1313 Page 322-327

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Lincoln County, Missouri

TOTAL

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF "WATERBROOKE ESTATES"**

Comes now THE OAKWIND CORPORATION, Owners and Developers of "Waterbrooke" Estates Subdivision, and amends the original restrictions recorded in Book 1313 at Page 322 of the Deed Records of Lincoln County, MO as follows:

1. Paragraph 6 is hereby revoked and replaced with the following provisions:

All dwellings shall be located according to the set-back lines hereby established by the recorded Plat and all dwellings, including the attached garage, shall be located a minimum distance of Five (5) feet from any interior Lot line

2. Paragraph 9 is hereby revoked and replaced with the following provisions:

- (a) A dwelling of the design commonly referred to or known as one-story dwelling shall have a first floor area, exclusive of that portion encompassed with an attached garage, of not less than One Thousand Five Hundred (1,500) square feet
- (b) A dwelling of the design commonly referred to or known as split-foyer shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Five Hundred (1,500) square feet
- (c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Five Hundred (1,500) square feet
- (d) A dwelling of the design of more than One (1) story (except dwellings 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 Five Hundred (1,500) square feet, excluding the basement area.

3. Paragraph 11 is revoked and in it's place the following provision shall be placed:

Construction plans and specification and a plan showing the location of the structure must be approved by the Trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation before any building shall be erected, placed or altered on any residential lot. No house, building or other structure

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shall be erected on any lot unless it is build by a builder approved by the Trustees. The Trustees shall maintain a list of approved builders. Should a lot owner desire for a house to be built by a builder not on the existing list of approved builders, they shall submit all information requested of the Trustees relative to said builder. Trustees shall examine and review the builders proof of insurance and shall obtain at lest two references for other projects which the builder has performed, and if satisfied with those qualifications, shall place that builder on the approved list. The Lot owner shall be responsible for all erosion control during construction and during improvement of property. The exterior of the house shall be completed within four (4) months of the start up date. Landscaping, seeding and grading shall be completed within six (6) months of the start up date.

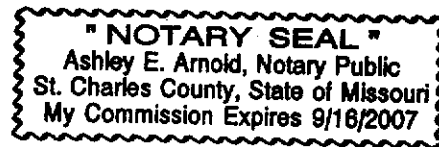
THE OAKWIND CORPORATION

By: *Gary S. Sheller* CEO
Gary S. Sheller, President

On this 13 day of April, 2004, before me appeared Gary S. Sheller to me personally known, who, being by me duly sworn, did say that he is the President of The Oakwind Corporation, a Corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Gary S. Sheller acknowledged said instrument to be the free act and deed of corporation.

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

Ashley E. Arnold
Notary Public



Lincoln County, Missouri

No. 8712 Book 1768 Page 901

State of Missouri, County of Lincoln
Recorded in Book 1768 Page(s): 901 - 903
Jul 8, 2005 2:01 PM Fees \$30.00
Dottie D. Crenshaw, Recorder of Deeds



Dottie D. Crenshaw

(Space above reserved for Recorder of Deeds certification)

Title of Document: Amendment #2 To THE DECLARATION OF
Covenants, Conditions and Restrictions of "Waterbrooke Estates"

Date of Document: July 8, 2005

Grantor(s): The Oakwind Corporation and Waterbrooke
ESTATES

Grantee(s): The Public

Mailing Address(s): 481 MAIN ST.
TRACY, MO 63379

Legal Description: A tract of Land Being Part of the
SE Quarter of the NE Quarter of Fractional Section 16
Township 49 N, Range 1 West of Lincoln County

Reference Book and Page(s): Original Restrictions - Book 1313
Page 322 - 327 ~ 1st Amendment Book 1653 Page 72-74

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Lincoln County, Missouri

AMENDMENT #2 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "WATERBROOKE ESTATES"

Comes now THE OAKWIND CORPORATION, Owners and Developers of "Waterbrooke Estates" Subdivision, and amends the original restrictions recorded in Book 1313 at Page 322 and as amended on Book 1653 Page 72 of the Deed Records of Lincoln County, MO as follows:

1. Paragraph 8 is hereby revoked and replaced with the following provisions:

No above ground L.P. tanks will be permitted. Any apparatus connected with the L.P. tank shall be kept behind the home and out of sight, as determined by the Trustee(s). Any dwelling constructed upon any lot shall be of all new materials except brick or stone.

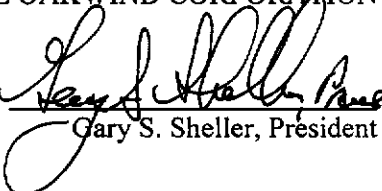
2. Paragraph 19 is hereby revoked and replaced with the following provisions:

All fences constructed must be of quality construction of new material of a type, nature and design approved by the Trustees(s) in writing. No fence shall be constructed beyond the front corner of any dwelling.

3. Paragraph 32 is hereby added with the following provisions:

Any lot owner wishing to install a facility commonly referred to as a "swimming pool" or by any other name, upon their lot, must first obtain written approval from the Trustee(s) for the construction of the facility. For this process, the Lot owner(s) shall submit a plot plan and any and all other information as requested by the Trustee(s). In no event will an "above-ground" facility of this type be approved or installed.

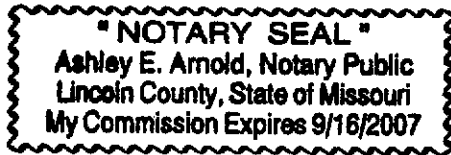
THE OAKWIND CORPORATION

By: 
Gary S. Sheller, President

Lincoln County, Missouri

On this 8th day of July, 2005, before me appeared Gary S. Sheller to me personally known, who, being by me duly sworn, did say that he is the President of The Oakwind Corporation, a Corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Gary S. Sheller acknowledged said instrument to be the free act and deed of corporation.

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



Ashley E. Arnold
Notary Public