

State of Missouri, County of Lincoln
Recorded in Book 1886 Page(s): 0465 - 0479
09/13/2006 11:43AM Fees \$66.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS



Deputy

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS OF

“ROCKPORT”

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, Dennis and Toni Kallash, Owner and Developer of the following described parcel of land, a subdivision in Lincoln County, Missouri;

(SEE SCHEDULE “A” ATTACHED FOR LEGAL DESCRIPTION)

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.

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, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owner/Developer reserves the right to use and assign the streets, use, assign and remove easements, sewer mains and water line mains as shown on the recorded plat to service additional development. This shall not be construed to mean Owner/Developer shall make additional development or it is not to be construed to mean the Owner/Developer will restrict additional development the same as Rockport.

The Owner/Developer expressly excepts from this dedication the water distribution system and reserves unto themselves the right to use the streets and easements for installation, repair, and maintenance of the water distribution system or any additions thereto and to change for the use thereof. The Owner/Developer may, but should not be required to, dedicate the water distribution system and the Trustees shall accept it. The Owner/Developer must approve the installation of all water utilities. The Owner/Developer, Heirs and Assigns, may use the well and all appurtenances to service additional developments. The Owner/Developer, Heirs and Assigns, has the right to sell the well and all appurtenances.

The Owner/Developer 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 Rockport the Home Owners Association. The Owner/Developer/Trustee must approve all sewer taps.

2. All streets and easements designated by deed or by the plat 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. Any public utility must have written permission from the Owner/Developer before installing utility.
3. All Lots must be sold as originally sold, with no purchaser resubdividing or reselling any portion of any original Lot or granting easements across for any purpose. The term "Lot" as used herein shall mean the original tract as sold by the Owner/Developer listed above, whether sold by Lot number or a metes and bounds description. Owner/Developer retains the right to modify the boundary lines of Lots.
4. There shall be no commercial use on 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 nameplate, or no display that will indicate from the exterior that the building is 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.

5. (a.) 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 (2) car attached garage.
- (b.) No outside radio or television antennas or satellite dishes shall be erected, installed, constructed or maintained on any Lot without the prior written approval of the Owner/Developer. All satellite dishes if approved by the Owner/Developer shall be limited to no more than eighteen inches (18") in diameter and be on the back of the roof. Each owner shall be responsible for the repair, maintenance and/or replacement of any such approved antennas or dishes.
6. All dwellings shall be located according to the setback lines hereby established by the recorded plat and all dwellings, including the attached garage, shall be located a minimum distance of eight (8) feet from any interior Lot line. Owner/Developer reserves the right to alter the setback lines.
7. (a.) No structure of temporary character, carports, portable storage building, trailer, manufactured home, modular home, mobile home, basement, tent, or shack shall be placed upon or used on any Lot at anytime. Outbuildings, such as unattached garages and pool houses must be approved thirty (30) days prior to construction by the Trustees. and must be constructed of new materials.
- (b.) 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 or placed.
8. (a.) Any dwelling constructed upon any Lot shall be of all new materials except brick and stone.

- (b.) In the event any portion of the sewer main or water main or any laterals thereof are damaged due to construction from any Lot owner or any of his/her agents, whether or not act is negligent, the owner who is responsible for such damage shall proceed to replace and repair the same to as good a condition as existed prior to damage. If not Trustees may enter Lot and repair and assess Lot owner the amount of assessed damages.
- 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 Twelve Hundred (1200) 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 Fourteen Hundred (1400) 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 Fourteen Hundred (1400) 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 Eight Hundred Fifty (850) square feet, and a total living area not less than Seventeen Hundred (1700) square feet, excluding the basement area.
 - (e.) Front facing roof pitches should be at least 6/12 including front facing hip roofs.
10. For the purposes of the covenants contained in paragraph 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 and 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 twelve (12) months of the start up date.

During the period of construction, the Lot owner is responsible for any and all damage including the accumulation of mud, rocks or debris to any Lots, easements, roadway, utilities and any and all parts of the subdivision resulting from said construction. The Lot owner shall also be responsible for the clean up of any debris resulting from the construction daily. If this is not done, the Trustees shall have the right to enter said Lot and clean up any debris and an assessment of the clean up may be made and charged against the owner of said Lot.

12. 1. Plans contemplating approval shall be submitted to the Trustees and rejected or accepted by the Trustees within sixty (60) days. If the Trustees fail to reject or accept said plan during the sixty (60) day period, acceptance shall be conclusively presumed.
- 12.2. The Trustees shall have the right to reject plans, construction and quality of materials that does not meet the requirements required by the Trustee.

The Trustees can stop construction immediately if quality of construction is not to satisfaction of the Trustee.

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 as a residence. Provided Owner/Developer may dedicate Lots or real estate as common ground to the Trustees for the use of the subdivision.
14. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Fire arms 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 (5) 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. Owner/Developer is exempt from this restriction as long as they own any Lots. No rental sign should be erected on any home/lot.
16. All grasses and weeds which may grow upon any Lot sold shall be cut and trimmed by the owner at least five (5) times per year and should not reach a height of over 9" 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. Off-road vehicles such as : A.T.V.'s, Two (2), Three (3), or Four (4) wheel vehicles, go carts, dirt bikes, etc., shall not be ridden in the subdivision.
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 new material being vinyl or wrought iron with new posts set in concrete and should only be a minimum of 6' in height. No fence will be constructed beyond the front of any dwelling. Written permission from the Owner/Developer is required before construction is started.

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 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. No more than two (2) household pets shall be kept any time. No pets will be permitted to be tied up on property outside of home or kept in a chain link pen or temporary pen.

It shall be unlawful for any person or persons to keep on their premises any dogs or puppies that continue to make loud barking, yapping or howling noise, and keeping of said animals who, by frequent or long continuing noise such as barking, yapping or howling, shall disturb the comfort or repose of any person in the vicinity, shall be guilty of a misdemeanor. (CC 1980 420.030; Ord. No. 616, 11-21-77)

21. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, recreational vehicle, lawn maintenance equipment, farm implements, 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 vehicles are parked behind the residence or kept in a garage. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain in the subdivision. The Owner/Developer has the right to inspect vehicles on Lots. If the Owner/Developer believes the vehicle to be a nuisance or unsightly, they can require it be removed immediately.
22. No automobiles, motorcycle, lawn maintenance equipment, farm implements, 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.
23. All motor vehicles remaining in any Lots longer than five (5) days not in proper operating condition shall be hauled away at the Owners' expense.

Lot owners shall park their vehicles on the Lot. Vehicle parking on the streets is not permitted, except for occasional guests and visitors.

- 24.1. 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 Rockport Home Owners Association and are bound by the "By-Laws" of same. All Lot owners shall connect to water system as provided by the Owner/Developer of the subdivision and pay all charges and be bound by the regulations of the Owner/Developer.
- 24.2. Lot owners shall pay the Owner/Developer the sum of One Thousand (\$1,000.00) dollars "Tap On" fee for the sewer and the sum of One Thousand (\$1,000.00) dollars "Tap On" fee for the water.
- 24.3. The line from the water main to the house shall be no less than one (1) inch. Meter pits and Meters shall be installed at Home Owner's cost. Water rate's are Twenty-five (\$25.00) dollars minimum per month.
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. There is only one Trash Company that will be used for trash pick up.
26. No forfeiture shall be construed for violation of these restrictions, but they may be enforced by injunction or other court action.

The Trustees may by resolution levy a fine upon any Lot for the continuing violation of this Declaration of Covenants, Conditions and Restriction by the Lot owner or the Lot owner's tenant or occupant. Such fine shall only be imposed after the Trustees has given the owner at least five (5) days written notice. Any unpaid fines shall constitute a lien against the Lot.

27. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees", which will consist of three (3) 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 Dennis Kallash, Toni Kallash and Rich Ponder, and serve until all Lots are sold in all phases.

- (b) Thereafter there shall be three (3) members of the board each member of the Board of Trustees shall serve for a term of one (1) year 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) After all Lots are sold in all phases, a meeting of existing Lot owners shall be held on the 1st Saturday in June, and on the 1st Saturday of June 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 notice 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 after all lots are sold in all phases.
- (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 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).

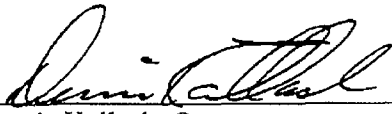
- (1.) To make uniform assessments of not to exceed One Hundred Fifty dollars (\$150.00) on each Lot in any one (1) year, upon and against the several Lots in said subdivision for the purpose of carrying out the general duties and powers of the Trustees to defend and enforce restrictions, and for improvements and maintenance and upkeep of the streets, street lights and of the Well Lot maintenance and House and the Subdivision entrance. This assessment shall be due June 1st of each year (with the exception of the Evans Company) and shall be prorated to the buyer at closing. This assessment shall not be levied until such Lot has been sold by the Owner/Developer.
- (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 for 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 as provided in paragraph 27, (h) (1.), shall not apply to any assessment made under the provision of this paragraph.
 - (i) The Trustees are authorized to accept, develop, own and operate a water supply and water distribution system including the ownership of real estate and wells and pumping systems and, the easements, pipes, and wells and pumping systems and, the easements, pipes, apparatus and everything necessary to distribute water to the various lots of the subdivision.
The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several Lots in the subdivision for the purposes provided in this paragraph.
 - (j) 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.) Every assessment shall become due and payable with 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 including the expense of the Trustees in perfecting the lien, court costs, and attorney fees 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. Such lien shall be superior to all other liens and encumbrances on such Lot.* All other entities acquiring liens or encumbrance on any Lot after this Declaration has been recorded shall be deemed to consent to such liens or encumbrances being inferior to future liens for the assessments described in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.


- (4.) 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 and 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 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.
- (5.) All statutory laws and rights for enforcing and collection 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.
- (6.) All assessments shall be held by a professional escrow company under terms agreed to by the Trustees.
- (k) 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.
- (l) 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.
- (m) Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur and 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.

- (n) 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.
 - (o) The Trustees shall not be personally liable for any debt, liability or obligation of the subdivision. All persons, associations or other entities extending credit to, contracting with, or having any claim against the subdivision may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the subdivision Trustees.
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, only after Owner/Developer has sold the last lot in the total development. The said amendment or modification is to be and become effective only upon recording in 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 improvements thereon. The By-laws of Rockport may only be changed as provided therein.
29. A cancellation of any of these covenants by judgments or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.
30. To protect the drinking water of Rockport, there will be no lawn irrigation systems allowed.
31. The Owner/Developer, Dennis Kallash, Toni Kallash, Heirs and Assigns, reserves the exclusive right to amend restrictions or grant variances necessary stated herein as long as any Lot in any phase or any adjacent ground is still owned by them or a successor Owner/Developer as designated on the transfer to the successor Owner/Developer of Rockport or any additional thereto of. The By-Laws of Rockport may only be changed as provided herein.
32. The subdivision and the use of the sewer facilities shall be governed by the By-Laws of Rockport which are attached hereto as part of these restrictions.

IN WITNESS WHEREOF, the Owner/Developer has caused these Covenants, Conditions, and Restrictions to be signed on this 11 day of Sept, 2006.



Dennis Kallash, Owner

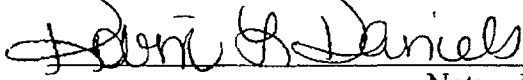


Toni Kallash, Owner

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

On this 11th day of September, 2006, before me, personally appeared Dennis Kallash to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



Notary Public



My term expires:

ROBIN L. DANIELS
Commission # 04479887
Notary Public - State Of Missouri
Lincoln County
My Commission Expires: Oct. 10, 2008

EXHIBIT 'A'

A 39.84 ACRE TRACT OF LAND WITHIN PART OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 13, THENCE N00°43'00"E 1714.92 FT. TO A POINT; THENCE N89°53'00"W 1267.48 FT. TO A POINT; THENCE S00°53'10"W 233.12 FT. TO A POINT; THENCE S03°39'09"E 89.67 FT. TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE S00°53'10"W 430.39 FEET TO A POINT THENCE N87°37'50"W 1250.74 FEET TO A POINT, THENCE S06°22'56"W 1117.89 FEET TO A POINT THENCE N87°24'42"W 1021.39 FEET TO A POINT THENCE N13°52'10"E 429.29 FEET TO A POINT THENCE S72°38'53"E 197.90 FEET TO A POINT THENCE ALONG A CURVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 8.92 FEET WHOSE CHORD BEARS N19°03'24"E 8.92 FEET TO A POINT THENCE N20°45'40"E 72.41 FEET TO A POINT THENCE S69°14'20"W 150.00 FEET TO A POINT THENCE N20°45'40"E 569.19 FEET TO A POINT THENCE N42°14'50"E 340.21 FEET TO A POINT THENCE N51°47'14"E 466.08 FEET TO A POINT THENCE N16°35'01"E 202.64 FEET TO A POINT THENCE N58°19'39"E 158.38 FEET TO A POINT THENCE N14°29'22"W 213.18 FEET TO A POINT THENCE ALONG A CURVE TO THE NORTHEAST HAVING A RADIUS OF 200.00 FEET AN ARC LENGTH OF 14.59 FEET WHOSE CHORD BEARS N77°36'03"E 14.59 FEET TO A POINT THENCE N10°18'32"W 193.69 FEET TO A POINT THENCE S73°03'35"E 409.69 FEET TO A POINT BEING ON THE SOUTH ROW LINE OF HWY U THENCE ALONG THE SOUTH ROW LINE OF HWY U ALONG A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 513.36 FEET AN ARC LENGTH OF 186.82 FEET WHOSE CHORD BEARS S39°34'35"E 185.79 FEET TO A POINT, THENCE S50°00'06"E 585.61 FEET TO A POINT THENCE ALONG A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 608.71 FEET AN ARC LENGTH OF 81.64 FEET WHOSE CHORD BEARS S53°50'38"E 81.57 FEET TO THE POINT OF BEGINNING.
ALL AS SHOWN ON A PLAT BY FITCH AND ASSOCIATES.

State of Missouri, County of Lincoln
Recorded in Book 1886 Page(s): 0480 - 0492
09/13/2006 11:43AM Fees \$60.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS


Deputy



BY-LAWS OF "ROCKPORT"

The purpose of "ROCKPORT", is to accept, develop, own, and operate a sanitary sewer system, including the ownership of real estate, facilities and systems and said management of the system, the easements, pipes, apparatus and everything necessary to collect and treat sewage of the members of the Corporation.

Section 1 Location and Fiscal Year

1.1 Location. The principal office of the corporation shall be located at Troy, Missouri.

1.2 Fiscal Year. The fiscal year of the corporation shall, unless otherwise decided by the Directors, end of the 31st day of December in each year.

Section 2 Members

2.1 Qualifications. The corporation shall have one class of members. All persons satisfying the following qualifications shall be eligible for membership in the corporation: One membership shall be granted for each Lot purchased and/or owned in "Rockport", as recorded in Plat Book 14 Page 29-31 or as described on Exhibit "A" or any tract of real estate or subdivision upon which the "sewage system" has been dedicated to the corporation as per powers granted and retained in the "Deed of Dedication" (Exhibit "B") or by subsequent "Deeds of Dedication". There shall be one vote per Lot regardless of the number of owners and each Lot shall designate the person to exercise that vote. Developers of "Rockport" or tracts as described on Exhibit "A" and of any tract or lot with a dedicated "system" shall have one vote per lot.

2.2 Assessments. The Directors shall establish the assessments as hereinafter provided.

2.3 Resignation. A member resigns from the Corporation by selling the Lot owned, at which time the new owner shall become a member.

2.4 Annual Meetings. Annual meetings of the members shall be held on the 1st of July of each year or, if that date is a legal holiday, then at the same hour on the next succeeding day not a legal holiday. The annual meeting may be held at the principal office of the corporation or at such other place, either within or without the State of Missouri, as the Board of Directors shall determine, after all lots are sold by developer.

2.5 Special Meetings. Special meetings of the members may be held at any time and at any place, either with or without the State of Missouri, as designated in the notice of special meeting. Special meetings of the members may be called by the Directors, and shall be called by the Secretary upon written application of Two-Thirds ($\frac{2}{3}$) of the members, after all lots are sold by developer.

2.6 Call and Notice. Written notice stating the place, day and hour of the meeting of members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than Forty (40) days before the date of the meeting, either personally or by mail. If the notice is mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his/her address as it appears on the records of the corporation, with postage prepaid.

2.7 Quorum. At any meeting of the members, Fifty-one percent (51%) of the members (whether present in person or duly represented by proxy) shall constitute a quorum.

2.8 Action by Vote. Each member shall have one vote. When a quorum is present at any meeting, a simple majority of the votes properly cast by members present in person or duly represented shall decide any questions, including election to any office, unless otherwise provided by law.

2.9 Action by Writing. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if Three-Fourths ($\frac{3}{4}$) of the members entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of the members. Such consents shall be treated for all purposes as a vote at a meeting.

2.10 Proxies. Members may vote either in person or by written proxy dated not more than ten (10) days before the meeting named therein, which proxies shall be filed before being voted with the clerk or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of the meeting but the proxy shall terminate after the final adjournment of such meeting.

Section 3 Assessments.

The Directors and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several Lots in "Rockport" as recorded in Book 14 Page 129-131 and on the additional tracts described on Exhibit "A" or any other tracts or lots of real estate which has been dedicated to the corporation and upon which the "Sewer System" is operating for the purposes and at the rates hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this Paragraph.

3.1A. To make annual uniform assessments of not to exceed One Hundred Dollars and 00/100 Cents (\$100.00) per each lot or tract has been sold or transferred from the original developer.

3.1B. To charge a monthly user fee of not less than Thirty Dollars and 00/100 Cents (\$30.00) per month per each lot or tract which has connected to the distribution system.

3.1C. Said assessments shall be for the purpose of carrying out the general duties and powers of the Directors, and for the improvements and maintenance and upkeep of the water well system. Initial assessments shall be pro-rated at closing and shall be due annually on June 1st, thereafter

3.1D. Assessments and user fees shall be paid to a separate escrow account to be managed by an escrow company approved by the Directors.

3.2 If, at any time, the Directors shall consider it necessary to make any expenditures requiring an assessment additional to the assessments or user fees above provided, they shall submit in writing to the members 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 a project and the assessment so stated shall be approved by written consent of a simple majority of the members, the Directors shall, in the manner hereinafter described, notify all members of the Corporation of the additional assessments; the limit of Forty Dollars and 00/100 Cents (\$40.00) a Lot per year for general purposes as provided herein shall not apply to any assessment made under the provision of this paragraph.

3.3 All assessments, either general or special, made by the Directors for the purpose hereinabove enumerated shall be made in the matter and subject to the following procedure:

3.4 Subject to the above consent of the members, no assessment shall be made except upon resolution adopted by a majority of the Directors at a meeting of the Directors, which resolution shall be incorporated into, and made part of, the minutes of said meeting. Minutes shall be kept of all Directors' meetings.

3.5 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.

3.6 Assessments shall be made on a Lot or Tract basis as the Lots or Tracts are described in the records of the Corporation.

3.7 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 be prior to and shall always be subordinate to any Deed of Trust of record whether before or after, in point of time.

3.8 At any time after the passage of the resolution levying an assessment, and its entry in its minutes, the Directors 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 Director's 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 Directors 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.

3.9 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.

Section 4 Board of Directors.

4.1 Number and Election. The number of directors shall not be less than three (3); provided, however, that, subject to this limitation, the number of directors may be increased or decreased by the members annually at their annual meeting at which time the members shall fix the number of directors and shall elect the number of Directors so fixed, subject to 4.1A and 4.1B. A Director may but need not be a member.

Members may vote by multiplying the number of votes the members are entitled to cast by the number of Directors for whom they are entitled to vote, and cast the product for a single candidate or distribute the product among two or more candidates.

4.1A The first Board of Directors shall initially consist of Dennis Kallash, Toni Kallash and Rich Ponder until all lots in all phases are sold.

4.1B Thereafter each member of the Board of Directors shall serve for a term of Three (3) years or until his successor shall have been elected and qualified.

4.2 Tenure. Each director shall hold office until the next annual meeting of members and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

4.3 Powers. The affairs of the Corporation shall be managed by the Directors, who shall have and may exercise all the powers of the Corporation and those powers granted by MO. R.S.355.131 to not-for-profit corporations where applicable. The Directors may accept, in addition to the dedication of the sanitary sewer and distribution system "Rockport", and other tracts as per Exhibit "A", the dedication of systems located on any other tracts or subdivided lots which have been dedicated to the Corporation as per the terms and conditions of the initial "Deed of Dedication" which shall be in substantially the form as attached Exhibit "B" or any other "Deed of Dedication", if such systems are dedicated free and clear of all cost and liens and will not exceed the number of users permitted on the well.

4.4 Committees. The Directors may elect or appoint one or more committees which shall consist of two or more directors. The directors may delegate to any such committee or committees any or all of their powers. The members of any committee shall remain in office at the pleasure of the Directors.

4.5 Suspension or Removal. A Director may be suspended or removed with cause by vote of Three-Fourths (¾) of the members, after all lots are sold by developer. A Director may be removed with cause only after reasonable notice and opportunity to be heard.

4.6 Resignation. A Director may resign by delivering his written resignation to the President, Treasurer or Clerk of the Corporation, to a meeting of the members or Directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

4.7 Vacancies. Any vacancy in the Board of Directors may be filled by the Directors; provided, however, that the members also have the power to fill vacancies in the Board of Directors. Each successor shall hold office for the unexpired term or until he sooner dies, resigns, is removed or becomes disqualified. The Directors shall have and may exercise all of their powers notwithstanding the existence of one or more vacancies in their number.

4.8 Regular Meetings. Regular meetings of the Directors may be held at such places and at such times as the Directors may determine.

4.9 Special Meetings. Special meetings of the Directors may be held at any time and at any place when called by the Chairman of the Board of Directors (or if there is no such Chairman, the President) or by two or more Directors.

4.10 Call and Notice.

A. Regular Meetings. No call or notice shall be required for regular meeting of Directors.

B. Special Meetings. Notice of the time and place of special meetings of the Director shall be delivered to each Director not less than five (5) nor more than Forty (40) days before the date of the meeting, either personally or by mail. If the notice is mailed, such notice shall be deemed to be delivered when it is deposited in the United States mail addressed to the director, with postage prepaid. Such notice need not specify the purposes of a meeting.

4.11 Quorum. At any meeting of the Directors, a simple majority of the Directors then in office shall constitute a quorum.

4.12 Action by Vote. When a quorum is present at any meeting, a simple majority of the Directors present and voting shall decide any question, including election of officers.

4.13 Action by Writing. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

4.14 The Directors 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.

4.15 The Directors, in exercising the rights, powers, and privileges granted to them, and in discharge the duties imposed upon them by the provisions of this indenture, may, from time to time, enter into contracts, purchase insurance of all types and kinds, 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 Directors.

4.16 Nothing herein contained shall be construed to compel the Directors to make any payment or to incur any liability in excess of the amount of which shall be in their hands as the results of assessments made against Lot owners as herein provided.

Section 5 Officers and Agents

5.1 Number and Qualifications. The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer, Clerk and such other officers, if any, as the Directors may determine. The Corporation may also have such agents, if any, as the Directors may appoint. An officer may but need not be a Director or Member. Any two or more offices may be held by the same person, except the offices of President and Secretary. If required by the Directors, any officer shall give the Corporation a bond for the faithful performance of his duties in such amount and with such surety or sureties as shall be satisfactory to the Directors.

5.2 Election. The officers shall be elected annually by the Directors at their first meeting following the annual meeting of the members. Other officers, if any, may be elected by the Directors at any time for terms not exceeding Three (3) years.

5.3 Tenure. The officers shall each hold office until his successor is chosen and qualified, or until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the Directors.

5.4 Chairman of the Board of Directors. If a Chairman of the Board of Directors is elected, he shall preside at all meetings of the Directors, except as the Directors shall otherwise determine, and shall have such other powers and duties as may be determined by the Directors.

5.5 President. The President shall be the Chief Executive Officer of the Corporation, and subject to the control of the Directors, shall have general charge and supervision of the affairs of the Corporation.

The President shall preside at all meetings of the members and, if no Chairman of the Board of Directors is elected, at all meetings of the Directors, except as the members or Directors otherwise determine.

5.6 Vice President. The Vice President shall have such duties and powers as the Directors shall determine. The Vice President shall have and may exercise all the powers and duties of the President during the absence of the President or in the event of his inability to act.

5.7 Treasurer. The Treasurer shall be the Chief Financial Officer and the Chief Executive Accounting Officers of the Corporation. He shall be in charge of its financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. He shall have such other duties and powers as designated by the Directors or the President. He/She shall also be in charge of its books of account and accounting records, and of its accounting procedures.

5.8 Secretary. The Secretary shall record and maintain records of all proceedings of the members and Directors in a book or series of books kept for that purpose and the book or books shall be kept within the principal office of the Corporation or at the office of its resident agent and shall be open at all reasonable times to the inspection of any member.

5.9 Suspension or Removal. An officer may be suspended or removed with or without cause by vote of Two-thirds ($\frac{2}{3}$) Directors then in office at any special meeting called for such purpose or at any regular meeting.

5.10 Resignation. An officer may resign by delivering his/her written resignation to the President, Treasurer or Secretary of the Corporation at its principle office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

5.11 Vacancies. If the office of any officer becomes vacant, the Directors may elect a successor. Each such successor shall hold office for the unexpired term, and in the case of the President, Vice President, Treasurer and Secretary until his successor is elected and qualified, or in each case until he sooner dies, resigns, is removed or becomes disqualified.

Section 6 Execution of Papers.

Except as the Directors may authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by Two-thirds ($\frac{2}{3}$) of the Directors.

Any recordable instrument purporting to affect an interest in real estate, shall be executed in the name of the Corporation by Two-thirds ($\frac{2}{3}$) of the Directors.

Section 7 Personal Liability

The members, Directors and officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, Corporations or other entities extending credit to, contracting with, or having any claim against the Corporation may look only to the funds and property of the Association for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

Section 8 Amendments.

The By-Laws may be altered, amended or repealed in whole or in part by a vote of Two-thirds ($\frac{2}{3}$) the Directors then in office, or by Three-fourths ($\frac{3}{4}$) of the membership, after all lots are sold by developer.

ROCKPORT
ROCKPORT

BY Dennis Kallash
Dennis Kallash - President

EXHIBIT 'A'

A 39.84 ACRE TRACT OF LAND WITHIN PART OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 13, THENCE N00°43'00"E 1714.92 FT. TO A POINT; THENCE N89°53'00"W 1267.48 FT. TO A POINT; THENCE S00°53'10"W 233.12 FT. TO A POINT; THENCE S03°39'09"E 89.67 FT. TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE S00°53'10"W 430.39 FEET TO A POINT THENCE N87°37'50"W 1250.74 FEET TO A POINT, THENCE S06°22'56"W 1117.89 FEET TO A POINT THENCE N87°24'42"W 1021.39 FEET TO A POINT THENCE N13°52'10"E 429.29 FEET TO A POINT THENCE S72°38'53"E 197.90 FEET TO A POINT THENCE ALONG A CURVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 8.92 FEET WHOSE CHORD BEARS N19°03'24"E 8.92 FEET TO A POINT THENCE N20°45'40"E 72.41 FEET TO A POINT THENCE S69°14'20"W 150.00 FEET TO A POINT THENCE N20°45'40"E 569.19 FEET TO A POINT THENCE N42°14'50"E 340.21 FEET TO A POINT THENCE N51°47'14"E 466.08 FEET TO A POINT THENCE N16°35'01"E 202.64 FEET TO A POINT THENCE N58°19'39"E 158.38 FEET TO A POINT THENCE N14°29'22"W 213.18 FEET TO A POINT THENCE ALONG A CURVE TO THE NORTHEAST HAVING A RADIUS OF 200.00 FEET AN ARC LENGTH OF 14.59 FEET WHOSE CHORD BEARS N77°36'03"E 14.59 FEET TO A POINT THENCE N10°18'32"W 193.69 FEET TO A POINT THENCE S73°03'35"E 409.69 FEET TO A POINT BEING ON THE SOUTH ROW LINE OF HWY U THENCE ALONG THE SOUTH ROW LINE OF HWY U ALONG A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 513.36 FEET AN ARC LENGTH OF 186.82 FEET WHOSE CHORD BEARS S39°34'35"E 185.79 FEET TO A POINT, THENCE S50°00'06"E 585.61 FEET TO A POINT THENCE ALONG A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 608.71 FEET AN ARC LENGTH OF 81.64 FEET WHOSE CHORD BEARS S53°50'38"E 81.57 FEET TO THE POINT OF BEGINNING.
ALL AS SHOWN ON A PLAT BY FITCH AND ASSOCIATES.

EXHIBIT "B"

DEED OF DEDICATION

THIS DEED WITNESSETH that **DENNIS KALLASH AND TONI KALLASH**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, by these presents Grants, Conveys and Assigns, without warranty, unto **ROCKPORT** under the terms and conditions of its **"ARTICLESE OF INCORPORATION AND BY-LAWS"**, whose mailing address is 360 East Cherry Street, Troy, Missouri 63379, Its Successors and Assigns, all of their interest and title, if any, subject to the rights retained herein and subject to the rights of Grantors as contained in the **"DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCKPORT"** recorded in ~~Plat~~ Book 1886 Page 465-492, Lincoln County Records to the following described land including improvements thereon in Lincoln County, Missouri to wit:


The Sewage Treatment Plant and Lot, all lines, pipes and apparatus of the Sewer System, and Sewage Easements of Rockport as Recorded in Plat Book 14 Page 129-131

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining now held by **GRANTORS**, unto said **GRANTEE** and unto Its Successors and Assigns forever, for the purpose of the installation, operation, maintenance, repair and replacement of a sewage system. The **GRANTORS** retain unto themselves, their Heirs, Successors and Assigns the right to dedicate, grant and add additional real estate either by tract or subdivided lots to the real estate described on **EXHIBIT "A"**; said additional real estate shall have the rights, titles, and privileges of the real estate described on **EXHIBIT "A"** including, but not limited to the use of the sewage system. Any additional real estate added shall be subject to the **"BY-LAWS OF ROCKPORT"** and the system shall be installed at no cost to **ROCKPORT** and the number of users shall not exceed the number allowed by permit for the Sewage Plant.

IN WITNESS WHEREOF, the Undersigned has caused this Deed to be signed on
this 11 day of sept, 2006.



Dennis Kallash

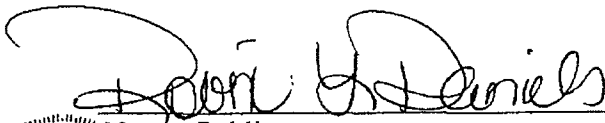


Toni Kallash

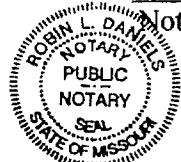
STATE OF MISSOURI)
) ss
COUNTY OF LINCOLN)

On this 11th day of September, 2006, before me, personally appeared
Dennis Kallash and Toni Kallash to me known to be the person or persons described in
and who /whom executed the foregoing instrument and acknowledged that they executed
the foregoing instrument and acknowledged that they executed the same as their free act
and deed.

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



Notary Public

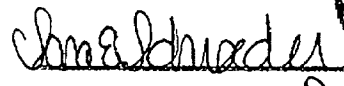



My term expires:

ROBIN L. DANIELS
Commission # 04479887
Notary Public - State Of Missouri
Lincoln County
My Commission Expires: Oct. 10, 2008
13

2011009897
Book 2222 Page 941

State of Missouri, County of Lincoln
Recorded in Book 2222 Page(s): 941 - 942
12/02/2011 8:15AM Fees \$27.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS



Deputy

FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
"ROCKPORT"
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of "Rockport" was executed on the 11th day of September, 2006, by Owners Dennis Kallash and Toni Kallash and the same was recorded in Book 1886 at Page 465 of the Official Records of the Lincoln County Recorder of Deeds and the legal description of the property to which said Covenants, Conditions and restrictions applies is Rockport Plat I, recorded in Plat Book 14, at Page 130 of the Official Records of the Lincoln County Recorder of Deeds.

WHEREAS, the Owners now wish to amend same in the manner provided for by Paragraph 31, therein.

THEREFORE, the Owners now amend the Declaration of Covenants, Conditions and Restrictions of "Rockport" as follows:

1. Paragraph 12.1 shall be deleted in its entirety and a new Paragraph 12.1 shall be created which reads as follows:

12.1 Plans contemplating approval shall be submitted to the Trustees and rejected or accepted by the Trustees within twenty (20) day. If the Trustees fail to reject or accept said plan during the twenty (20) day period, acceptance shall be conclusively presumed.

2014001773
Book 2350 Page 759

State of Missouri, County of Lincoln
Recorded in Book 2350 Page(s): 759 - 761
03/17/2014 3:18PM Fees \$30.00
DOTTIE D. GRENSHAW, RECORDER OF DEEDS



Donna Schneider
Deputy

REVOCATION OF BYLAWS FOR
ROCKPORT


PLAT BOOK 14 PAGE 129

COMES NOW Dennis Kallash and Toni Kallash, Owners/Developers of Rockport and for

their Revocation of the Bylaws for said platted Subdivision, state as follows:

1. Since the execution of the Bylaws on September 11, 2006, the Subdivision no longer has an independent water and sewer system.
2. The Bylaws were recorded on September 13, 2006 at Book 1886 at Page 480.
3. On July 20, 2012, the water and sewers systems in Rockport became bound to tariffs YS-2013-0031 and YW-2013-0032, imposed by the Public Service Commission in case numbered WA-2012-0018.
4. Thus, there is no longer the necessity for Bylaws related to this Subdivision.

IN WITNESS WHEREOF, the Owner/Developer has caused this Revocation to be signed on this 14 day of March, 2014.



Dennis Kallash, Owner



Toni Kallash, Owner

STATE OF MISSOURI)

STATE OF MISSOURI)
)
) SS
COUNTY OF LINCOLN)

On this 14th day of March, 2014, before me, personally appeared Dennis Kallash and Toni Kallash to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Vicki L. Hubbard
Notary Public

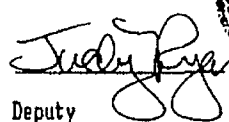
My term expires:


VICKI L. HUBBARD
Notary Public - Notary Seal
STATE OF MISSOURI
Lincoln County
Commission # 11551237
Commission Expires 4/24/2015

EXHIBIT 'A'

A 39.84 ACRE TRACT OF LAND WITHIN PART OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 13,
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ALL AS SHOWN ON A PLAT BY FITCH AND ASSOCIATES.

State of Missouri, County of Lincoln
Recorded in Book 2099 Page(s): 0289 - 0303
07/29/2009 2:45PM Fees \$66.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS


Deputy



DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF

“FIRST ADDITION TO ROCKPORT PLAT 1”
(Hereinafter called “ROCKPORT”)

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, Dennis and Toni Kallash, Owner and Developer of the following described parcel of land, a subdivision in Lincoln County, Missouri;

(SEE SCHEDULE “A” ATTACHED FOR LEGAL DESCRIPTION)

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.

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, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owner/Developer reserves the right to use and assign the streets, use, assign and remove easements, sewer mains and water line mains as shown on the recorded plat to service additional development. This shall not be construed to mean Owner/Developer shall make additional development or it is not to be construed to mean the Owner/Developer will restrict additional development the same as Rockport.

The Owner/Developer expressly excepts from this dedication the water distribution system and reserves unto themselves the right to use the streets and easements for installation, repair, and maintenance of the water distribution system or any additions thereto and to change for the use thereof. The Owner/Developer may, but should not be required to, dedicate the water distribution system and the Trustees shall accept it. The Owner/Developer must approve the installation of all water utilities. The Owner/Developer, Heirs and Assigns, may use the well and all appurtenances to service additional developments. The Owner/Developer, Heirs and Assigns, has the right to sell the well and all appurtenances.

The Owner/Developer 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 Rockport the Home Owners Association. The Owner/Developer/Trustee must approve all sewer taps.

2. All streets and easements designated by deed or by the plat 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. Any public utility must have written permission from the Owner/Developer before installing utility.
3. All Lots must be sold as originally sold, with no purchaser resubdividing or reselling any portion of any original Lot or granting easements across for any purpose. The term "Lot" as used herein shall mean the original tract as sold by the Owner/Developer listed above, whether sold by Lot number or a metes and bounds description. Owner/Developer retains the right to modify the boundary lines of Lots.
4. There shall be no commercial use on 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 nameplate, or no display that will indicate from the exterior that the building is 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.

5. (a.) 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 (2) car attached garage.
- (b.) No outside radio or television antennas or satellite dishes shall be erected, installed, constructed or maintained on any Lot without the prior written approval of the Owner/Developer. All satellite dishes if approved by the Owner/Developer shall be limited to no more than eighteen inches (18") in diameter and be on the back of the roof. Each owner shall be responsible for the repair, maintenance and/or replacement of any such approved antennas or dishes.
6. All dwellings shall be located according to the setback lines hereby established by the recorded plat and all dwellings, including the attached garage, shall be located a minimum distance of eight (8) feet from any interior Lot line. Owner/Developer reserves the right to alter the setback lines.
7. (a.) No structure of temporary character, carports, portable storage building, trailer, manufactured home, modular home, mobile home, basement, tent, or shack shall be placed upon or used on any Lot at anytime. Outbuildings, such as unattached garages and pool houses must be approved thirty (30) days prior to construction by the Trustees, and must be constructed of new materials.
- (b.) 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 or placed.
8. (a.) Any dwelling constructed upon any Lot shall be of all new materials except brick and stone.

- (b.) In the event any portion of the sewer main or water main or any laterals thereof are damaged due to construction from any Lot owner or any of his/her agents, whether or not act is negligent, the owner who is responsible for such damage shall proceed to replace and repair the same to as good a condition as existed prior to damage. If not Trustees may enter Lot and repair and assess Lot owner the amount of assessed damages.
- 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 Twelve Hundred (1200) 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 Fourteen Hundred (1400) 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 Fourteen Hundred (1400) 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 Eight Hundred Fifty (850) square feet, and a total living area not less than Seventeen Hundred (1700) square feet, excluding the basement area.
 - (e.) Front facing roof pitches should be at least 6/12 including front facing hip roofs.
10. For the purposes of the covenants contained in paragraph 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 and 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 twelve (12) months of the start up date.

During the period of construction, the Lot owner is responsible for any and all damage including the accumulation of mud, rocks or debris to any Lots, easements, roadway, utilities and any and all parts of the subdivision resulting from said construction. The Lot owner shall also be responsible for the clean up of any debris resulting from the construction daily. If this is not done, the Trustees shall have the right to enter said Lot and clean up any debris and an assessment of the clean up may be made and charged against the owner of said Lot.

12. 1. Plans contemplating approval shall be submitted to the Trustees and rejected or accepted by the Trustees within sixty (60) days. If the Trustees fail to reject or accept said plan during the sixty (60) day period, acceptance shall be conclusively presumed.
- 12.2. The Trustees shall have the right to reject plans, construction and quality of materials that does not meet the requirements required by the Trustee.

The Trustees can stop construction immediately if quality of construction is not to satisfaction of the Trustee.

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 as a residence. Provided Owner/Developer may dedicate Lots or real estate as common ground to the Trustees for the use of the subdivision.
14. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Fire arms 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 (5) 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. Owner/Developer is exempt from this restriction as long as they own any Lots. No rental sign should be erected on any home/lot.
16. All grasses and weeds which may grow upon any Lot sold shall be cut and trimmed by the owner at least five (5) times per year and should not reach a height of over 9" 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. Off-road vehicles such as : A.T.V.'s, Two (2), Three (3), or Four (4) wheel vehicles, go carts, dirt bikes, etc., shall not be ridden in the subdivision.
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 new material being vinyl or wrought iron with new posts set in concrete and should only be a maximum of 6' in height. No fence will be constructed beyond the front of any dwelling. Written permission from the Owner/Developer is required before construction is started.

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 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. No more than two (2) household pets shall be kept any time. No pets will be permitted to be tied up on property outside of home or kept in a chain link pen or temporary pen.

It shall be unlawful for any person or persons to keep on their premises any dogs or puppies that continue to make loud barking, yapping or howling noise, and keeping of said animals who, by frequent or long continuing noise such as barking, yapping or howling, shall disturb the comfort or repose of any person in the vicinity, shall be guilty of a misdemeanor. (CC 1980 420.030; Ord. No. 616, 11-21-77)

21. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, recreational vehicle, lawn maintenance equipment, farm implements, 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 vehicles are parked behind the residence or kept in a garage. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain in the subdivision. The Owner/Developer has the right to inspect vehicles on Lots. If the Owner/Developer believes the vehicle to be a nuisance or unsightly, they can require it be removed immediately.
22. No automobiles, motorcycle, lawn maintenance equipment, farm implements, 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.
23. All motor vehicles remaining in any Lots longer than five (5) days not in proper operating condition shall be hauled away at the Owners' expense.

Lot owners shall park their vehicles on the Lot. Vehicle parking on the streets is not permitted, except for occasional guests and visitors.

- 24.1. 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 Rockport Home Owners Association and are bound by the "By-Laws" of same. All Lot owners shall connect to water system as provided by the Owner/Developer of the subdivision and pay all charges and be bound by the regulations of the Owner/Developer.
- 24.2. Lot owners shall pay the Owner/Developer the sum of One Thousand (\$1,000.00) dollars "Tap On" fee for the sewer and the sum of One Thousand (\$1,000.00) dollars "Tap On" fee for the water.
- 24.3. The line from the water main to the house shall be no less than one (1) inch. Meter pits and Meters shall be installed at Home Owner's cost. (Specifications for meters will be determined by Owner/Developer) Water rates are Twenty-five (\$25.00) dollars minimum per month.
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. There is only one Trash Company that will be used for trash pick up.
26. No forfeiture shall be construed for violation of these restrictions, but they may be enforced by injunction or other court action.

The Trustees may by resolution levy a fine upon any Lot for the continuing violation of this Declaration of Covenants, Conditions and Restriction by the Lot owner or the Lot owner's tenant or occupant. Such fine shall only be imposed after the Trustees has given the owner at least five (5) days written notice. Any unpaid fines shall constitute a lien against the Lot.

27. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees", which will consist of three (3) 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 Dennis Kallash, Toni Kallash and Rich Ponder, and serve until all Lots are sold in all phases.

- (b) Thereafter there shall be three (3) members of the board each member of the Board of Trustees shall serve for a term of one (1) year 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) After all Lots are sold in all phases, a meeting of existing Lot owners shall be held on the 1st Saturday in June, and on the 1st Saturday of June 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 notice 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 after all lots are sold in all phases.
- (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 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 One Hundred Fifty dollars (\$150.00) on each 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, street lights and of the Well Lot maintenance and House and the Subdivision entrance. This assessment shall be due June 1st of each year and shall be prorated to the buyer at closing. This assessment shall not be levied until such Lot has been sold by the Owner/Developer.
- (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 for 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 as provided in paragraph 27, (h) (1.), shall not apply to any assessment made under the provision of this paragraph.
 - (i) The Trustees are authorized to accept, develop, own and operate a water supply and water distribution system including the ownership of real estate and wells and pumping systems and, the easements, pipes, and wells and pumping systems and, the easements, pipes, apparatus and everything necessary to distribute water to the various lots of the subdivision. The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several Lots in the subdivision for the purposes provided in this paragraph.
 - (j) 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.) Every assessment shall become due and payable with 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 including the expense of the Trustees in perfecting the lien, court costs, and attorney fees 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. Such lien shall be superior to all other liens and encumbrances on such Lot. All other entities acquiring liens or encumbrance on any Lot after this Declaration has been recorded shall be deemed to consent to such liens or encumbrances being inferior to future liens for the assessments described in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.
- (4.) 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 and 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 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.

- (5.) All statutory laws and rights for enforcing and collection 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.
- (6.) All assessments shall be held by a professional escrow company under terms agreed to by the Trustees.
- (k) 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.
- (l) 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.
- (m) Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur and 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.
- (n) 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.

- (o) The Trustees shall not be personally liable for any debt, liability or obligation of the subdivision. All persons, associations or other entities extending credit to, contracting with, or having any claim against the subdivision may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the subdivision Trustees.
- 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, only after Owner/Developer has sold the last lot in the total development. The said amendment or modification is to be and become effective only upon recording in 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 improvements thereon. The By-laws of Rockport may only be changed as provided therein.
 - 29. A cancellation of any of these covenants by judgments or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.
 - 30. To protect the drinking water of Rockport, there will be no lawn irrigation systems allowed. (Which means, no watering or sprinkling of lawns)
 - 31. The Owner/Developer, Dennis Kallash, Toni Kallash, Heirs and Assigns, reserves the exclusive right to amend restrictions or grant variances necessary stated herein as long as any Lot in any phase or any adjacent ground is still owned by them or a successor Owner/Developer as designated on the transfer to the successor Owner/Developer of Rockport or any additional thereto of. The By-Laws of Rockport may only be changed as provided herein.
 - 32. The subdivision and the use of the sewer facilities shall be governed by the By-Laws of Rockport which are attached hereto as part of these restrictions.

IN WITNESS WHEREOF, the Owner/Developer has caused these Covenants, Conditions, and Restrictions to be signed on this 29 day of July, 2009.



Dennis Kallash, Owner

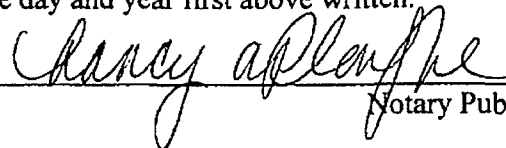


Toni Kallash, Owner

STATE OF MISSOURI)
)
) SS
COUNTY OF LINCOLN)

On this 29th day of July, 2009, before me, personally appeared Dennis Kallash to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



Notary Public

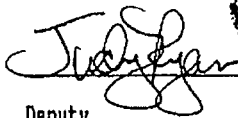
My term expires: 2/2/2010

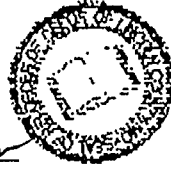
NANCY A. PLOUFFE
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Lincoln County
My Commission Expires: Feb 2, 2010
Commission Number: 06439149

SCHEDULE "A"

A 1.852 ACRE TRACT OF LAND WITHIN PART OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 1 WEST OF THE 5TH P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE N.W. CORNER OF LOT 102 OF ROCKPORT PLAT 1, BOOK 1, PAGE 129;
THENCE S 10° 18' 32" E 193.69 FT. TO A POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FT. AN INCLUDED ANGLE OF 04° 10' 49" AND A CHORD WHICH BEARS S 77° 36' 04" W 14.59 FT. AND AN ARC DISTANCE OF 14.59 FT. TO A POINT;
THENCE S 14° 29' 21" E 213.18 FT. TO A POINT;
THENCE S 58° 19' 39" W 100.91 FT. TO A POINT;
THENCE N 45° 37' 15" W 203.96 FT. TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FT. AN INCLUDED ANGLE OF 09° 13' 17" AND A CHORD WHICH BEARS N 48° 59' 23" E 32.15 FT. AND AN ARC DISTANCE OF 32.19 FT. TO A POINT;
THENCE N 37° 37' 37" W 176.90 FT. TO A POINT;
THENCE N 58° 27' 41" E 78.00 FT. TO A POINT;
THENCE N 39° 31' 16" E 171.36 FT. TO A POINT;
THENCE S 73° 03' 35" E 72.70 FT. TO THE POINT OF BEGINNING ALL AS SHOWN ON A PLAT BY FITCH AND ASSOCIATES.

State of Missouri, County of Lincoln
Recorded in Book 2099 Page(s): 0304 - 0316
07/29/2009 2:45PM Fees \$60.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS


Deputy



BY-LAWS OF

“FIRST ADDITION TO ROCKPORT PLAT 1” (Hereinafter called “ROCKPORT”)

The purpose of “**FIRST ADDITION TO ROCKPORT PLAT 1**”, is to accept, develop, own, and operate a sanitary sewer system, including the ownership of real estate, facilities and systems and said management of the system, the easements, pipes, apparatus and everything necessary to collect and treat sewage of the members of the Corporation.

Section 1 Location and Fiscal Year

1.1 Location. The principal office of the corporation shall be located at Troy, Missouri.

1.2 Fiscal Year. The fiscal year of the corporation shall, unless otherwise decided by the Directors, end of the 31st day of December in each year.

Section 2 Members

2.1 Qualifications. The corporation shall have one class of members. All persons satisfying the following qualifications shall be eligible for membership in the corporation: One membership shall be granted for each Lot purchased and/or owned in “Rockport”, as recorded in Plat Book 14 Page 216 or as described on Exhibit “A” or any tract of real estate or subdivision upon which the “sewage system” has been dedicated to the corporation as per powers granted and retained in the “Deed of Dedication” (Exhibit “B”) or by subsequent “Deeds of Dedication”. There shall be one vote per Lot regardless of the number of owners and each Lot shall designate the person to exercise that vote. Developers of “Rockport” or tracts as described on Exhibit “A” and of any tract or lot with a dedicated “system” shall have one vote per lot.

2.2 Assessments. The Directors shall establish the assessments as hereinafter provided.

2.3 Resignation. A member resigns from the Corporation by selling the Lot owned, at which time the new owner shall become a member.

2.4 Annual Meetings. Annual meetings of the members shall be held on the 1st of July of each year or, if that date is a legal holiday, then at the same hour on the next succeeding day not a legal holiday. The annual meeting may be held at the principal office of the corporation or at such other place, either within or without the State of Missouri, as the Board of Directors shall determine, after all lots are sold by developer.

2.5 Special Meetings. Special meetings of the members may be held at any time and at any place, either with or without the State of Missouri, as designated in the notice of special meeting. Special meetings of the members may be called by the Directors, and shall be called by the Secretary upon written application of Two-Thirds ($\frac{2}{3}$) of the members, after all lots are sold by developer.

2.6 Call and Notice. Written notice stating the place, day and hour of the meeting of members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than Forty (40) days before the date of the meeting, either personally or by mail. If the notice is mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his/her address as it appears on the records of the corporation, with postage prepaid.

2.7 Quorum. At any meeting of the members, Fifty-one percent (51%) of the members (whether present in person or duly represented by proxy) shall constitute a quorum.

2.8 Action by Vote. Each member shall have one vote. When a quorum is present at any meeting, a simple majority of the votes properly cast by members present in person or duly represented shall decide any questions, including election to any office, unless otherwise provided by law.

2.9 Action by Writing. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if Three-Fourths ($\frac{3}{4}$) of the members entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of the members. Such consents shall be treated for all purposes as a vote at a meeting.

2.10 Proxies. Members may vote either in person or by written proxy dated not more than ten (10) days before the meeting named therein, which proxies shall be filed before being voted with the clerk or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of the meeting but the proxy shall terminate after the final adjournment of such meeting.

Section 3 Assessments.

The Directors and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several Lots in "Rockport" as recorded in Book 14 Page 216 and on the additional tracts described on Exhibit "A" or any other tracts or lots of real estate which has been dedicated to the corporation and upon which the "Sewer System" is operating for the purposes and at the rates hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this Paragraph.

3.1A. To make annual uniform assessments of not to exceed One Hundred Dollars and 00/100 Cents (\$100.00) per each lot or tract has been sold or transferred from the original developer.

3.1B. To charge a monthly user fee of not less than Thirty Dollars and 00/100 Cents (\$30.00) per month per each lot or tract which has connected to the distribution system.

3.1C. Said assessments shall be for the purpose of carrying out the general duties and powers of the Directors, and for the improvements and maintenance and upkeep of the water well system. Initial assessments shall be pro-rated at closing and shall be due annually on June 1st, thereafter

3.1D. Assessments and user fees shall be paid to a separate escrow account to be managed by an escrow company approved by the Directors.

3.2 If, at any time, the Directors shall consider it necessary to make any expenditures requiring an assessment additional to the assessments or user fees above provided, they shall submit in writing to the members 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 a project and the assessment so stated shall be approved by written consent of a simple majority of the members, the Directors shall, in the manner hereinafter described, notify all members of the Corporation of the additional assessments; the limit of Forty Dollars and 00/100 Cents (\$40.00) a Lot per year for general purposes as provided herein shall not apply to any assessment made under the provision of this paragraph.

3.3 All assessments, either general or special, made by the Directors for the purpose hereinabove enumerated shall be made in the matter and subject to the following procedure:

3.4 Subject to the above consent of the members, no assessment shall be made except upon resolution adopted by a majority of the Directors at a meeting of the Directors, which resolution shall be incorporated into, and made part of, the minutes of said meeting. Minutes shall be kept of all Directors' meetings.

3.5 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.

3.6 Assessments shall be made on a Lot or Tract basis as the Lots or Tracts are described in the records of the Corporation.

3.7 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 be prior to and shall always be subordinate to any Deed of Trust of record whether before or after, in point of time.

3.8 At any time after the passage of the resolution levying an assessment, and its entry in its minutes, the Directors 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 Director's 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 Directors 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.

3.9 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.

Section 4 Board of Directors.

4.1 Number and Election. The number of directors shall not be less than three (3); provided, however, that, subject to this limitation, the number of directors may be increased or decreased by the members annually at their annual meeting at which time the members shall fix the number of directors and shall elect the number of Directors so fixed, subject to 4.1A and 4.1B. A Director may but need not be a member.

Members may vote by multiplying the number of votes the members are entitled to cast by the number of Directors for whom they are entitled to vote, and cast the product for a single candidate or distribute the product among two or more candidates.

4.1A The first Board of Directors shall initially consist of Dennis Kallash, Toni Kallash and Rich Ponder until all lots in all phases are sold.

4.1B Thereafter each member of the Board of Directors shall serve for a term of Three (3) years or until his successor shall have been elected and qualified.

4.2 Tenure. Each director shall hold office until the next annual meeting of members and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

4.3 Powers. The affairs of the Corporation shall be managed by the Directors, who shall have and may exercise all the powers of the Corporation and those powers granted by MO. R.S.355.131 to not-for-profit corporations where applicable. The Directors may accept, in addition to the dedication of the sanitary sewer and distribution system "Rockport", and other tracts as per Exhibit "A", the dedication of systems located on any other tracts or subdivided lots which have been dedicated to the Corporation as per the terms and conditions of the initial "Deed of Dedication" which shall be in substantially the form as attached Exhibit "B" or any other "Deed of Dedication", if such systems are dedicated free and clear of all cost and liens and will not exceed the number of users permitted on the well.

4.4 Committees. The Directors may elect or appoint one or more committees which shall consist of two or more directors. The directors may delegate to any such committee or committees any or all of their powers. The members of any committee shall remain in office at the pleasure of the Directors.

4.5 Suspension or Removal. A Director may be suspended or removed with cause by vote of Three-Fourths ($\frac{3}{4}$) of the members, after all lots are sold by developer. A Director may be removed with cause only after reasonable notice and opportunity to be heard.

4.6 Resignation. A Director may resign by delivering his written resignation to the President, Treasurer or Clerk of the Corporation, to a meeting of the members or Directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

4.7 Vacancies. Any vacancy in the Board of Directors may be filled by the Directors; provided, however, that the members also have the power to fill vacancies in the Board of Directors. Each successor shall hold office for the unexpired term or until he sooner dies, resigns, is removed or becomes disqualified. The Directors shall have and may exercise all of their powers notwithstanding the existence of one or more vacancies in their number.

4.8 Regular Meetings. Regular meetings of the Directors may be held at such places and at such times as the Directors may determine.

4.9 Special Meetings. Special meetings of the Directors may be held at any time and at any place when called by the Chairman of the Board of Directors (or if there is no such Chairman, the President) or by two or more Directors.

4.10 Call and Notice.

A. Regular Meetings. No call or notice shall be required for regular meeting of Directors.

B. Special Meetings. Notice of the time and place of special meetings of the Director shall be delivered to each Director not less than five (5) nor more than Forty (40) days before the date of the meeting, either personally or by mail. If the notice is mailed, such notice shall be deemed to be delivered when it is deposited in the United States mail addressed to the director, with postage prepaid. Such notice need not specify the purposes of a meeting.

4.11 Quorum. At any meeting of the Directors, a simple majority of the Directors then in office shall constitute a quorum.

4.12 Action by Vote. When a quorum is present at any meeting, a simple majority of the Directors present and voting shall decide any question, including election of officers.

4.13 Action by Writing. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

4.14 The Directors 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.

4.15 The Directors, in exercising the rights, powers, and privileges granted to them, and in discharge the duties imposed upon them by the provisions of this indenture, may, from time to time, enter into contracts, purchase insurance of all types and kinds, 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 Directors.

4.16 Nothing herein contained shall be construed to compel the Directors to make any payment or to incur any liability in excess of the amount of which shall be in their hands as the results of assessments made against Lot owners as herein provided.

Section 5 Officers and Agents

5.1 Number and Qualifications. The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer, Clerk and such other officers, if any, as the Directors may determine. The Corporation may also have such agents, if any, as the Directors may appoint. An officer may but need not be a Director or Member. Any two or more offices may be held by the same person, except the offices of President and Secretary. If required by the Directors, any officer shall give the Corporation a bond for the faithful performance of his duties in such amount and with such surety or sureties as shall be satisfactory to the Directors.

5.2 Election. The officers shall be elected annually by the Directors at their first meeting following the annual meeting of the members. Other officers, if any, may be elected by the Directors at any time for terms not exceeding Three (3) years.

5.3 Tenure. The officers shall each hold office until his successor is chosen and qualified, or until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the Directors.

5.4 Chairman of the Board of Directors. If a Chairman of the Board of Directors is elected, he shall preside at all meetings of the Directors, except as the Directors shall otherwise determine, and shall have such other powers and duties as may be determined by the Directors.

5.5 President. The President shall be the Chief Executive Officer of the Corporation, and subject to the control of the Directors, shall have general charge and supervision of the affairs of the Corporation.

The President shall preside at all meetings of the members and, if no Chairman of the Board of Directors is elected, at all meetings of the Directors, except as the members or Directors otherwise determine.

5.6 Vice President. The Vice President shall have such duties and powers as the Directors shall determine. The Vice President shall have and may exercise all the powers and duties of the President during the absence of the President or in the event of his inability to act.

5.7 Treasurer. The Treasurer shall be the Chief Financial Officer and the Chief Executive Accounting Officers of the Corporation. He shall be in charge of its financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. He shall have such other duties and powers as designated by the Directors or the President. He/She shall also be in charge of its books of account and accounting records, and of its accounting procedures.

5.8 Secretary. The Secretary shall record and maintain records of all proceedings of the members and Directors in a book or series of books kept for that purpose and the book or books shall be kept within the principal office of the Corporation or at the office of its resident agent and shall be open at all reasonable times to the inspection of any member.

5.9 Suspension or Removal. An office may be suspended or removed with or without cause by vote of Two-thirds ($\frac{2}{3}$) Directors then in office at any special meeting called for such purpose or at any regular meeting.

5.10 Resignation. An officer may resign by delivering his/her written resignation to the President, Treasurer or Secretary of the Corporation at its principle office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

5.11 Vacancies. If the office of any officer becomes vacant, the Directors may elect a successor. Each such successor shall hold office for the unexpired term, and in the case of the President, Vice President, Treasurer and Secretary until his successor is elected and qualified, or in each case until he sooner dies, resigns, is removed or becomes disqualified.

Section 6 Execution of Papers.

Except as the Directors may authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by Two-thirds ($\frac{2}{3}$) of the Directors.

Any recordable instrument purporting to affect an interest in real estate, shall be executed in the name of the Corporation by Two-thirds ($\frac{2}{3}$) of the Directors.

Section 7 Personal Liability

The members, Directors and officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, Corporations or other entities extending credit to, contracting with, or having any claim against the Corporation may look only to the funds and property of the Association for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

Section 8 Amendments.

The By-Laws may be altered, amended or repealed in whole or in part by a vote of Two-thirds ($\frac{2}{3}$) the Directors then in office, or by Three-fourths ($\frac{3}{4}$) of the membership, after all lots are sold by developer.

Rock Port
ROCKPORT

BY Dennis Kallash
Dennis Kallash – President

EXHIBIT "A"

A 1.852 ACRE TRACT OF LAND WITHIN PART OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 1 WEST OF THE 5TH P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE N.W. CORNER OF LOT 102 OF ROCKPORT PLAT 1, BOOK 1, PAGE 129;
THENCE S 10° 18' 32" E 193.69 FT. TO A POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FT. AN INCLUDED ANGLE OF 04° 10' 49" AND A CHORD WHICH BEARS S 77° 36' 04" W 14.59 FT. AND AN ARC DISTANCE OF 14.59 FT. TO A POINT;
THENCE S 14° 29' 21" E 213.18 FT. TO A POINT;
THENCE S 58° 19' 39" W 100.91 FT. TO A POINT;
THENCE N 45° 37' 15" W 203.96 FT. TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FT. AN INCLUDED ANGLE OF 09° 13' 17" AND A CHORD WHICH BEARS N 48° 59' 23" E 32.15 FT. AND AN ARC DISTANCE OF 32.19 FT. TO A POINT;
THENCE N 37° 37' 37" W 176.90 FT. TO A POINT;
THENCE N 58° 27' 41" E 78.00 FT. TO A POINT;
THENCE N 39° 31' 16" E 171.36 FT. TO A POINT;
THENCE S 73° 03' 35" E 72.70 FT. TO THE POINT OF BEGINNING ALL AS SHOWN ON A PLAT BY FITCH AND ASSOCIATES.

EXHIBIT "B"

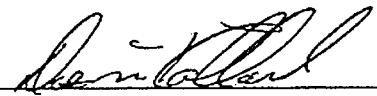
DEED OF DEDICATION

THIS DEED WITNESSETH that **DENNIS KALLASH AND TONI KALLASH**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, by these presents Grants, Conveys and Assigns, without warranty, unto **ROCKPORT** under the terms and conditions of its **"ARTICLESE OF INCORPORATION AND BY-LAWS"**, whose mailing address is 360 East Cherry Street, Troy, Missouri 63379, Its Successors and Assigns, all of their interest and title, if any, subject to the rights retained herein and subject to the rights of Grantors as contained in the **"DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCKPORT"** recorded in ~~209~~ Book 2099 Page 289 - 303, Lincoln County Records to the following described land including improvements thereon in Lincoln County, Missouri to wit:

The Sewage Treatment Plant and Lot, all lines, pipes and apparatus of the Sewer System, and Sewage Easements of Rockport as Recorded in Plat Book 14 Page 216
ALSO PLAT Book 14 129-131

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining now held by **GRANTORS**, unto said **GRANTEE** and unto Its Successors and Assigns forever, for the purpose of the installation, operation, maintenance, repair and replacement of a sewage system. The **GRANTORS** retain unto themselves, their Heirs, Successors and Assigns the right to dedicate, grant and add additional real estate either by tract or subdivided lots to the real estate described on **EXHIBIT "A"**; said additional real estate shall have the rights, titles, and privileges of the real estate described on **EXHIBIT "A"** including, but not limited to the use of the sewage system. Any additional real estate added shall be subject to the **"BY-LAWS OF ROCKPORT"** and the system shall be installed at no cost to **ROCKPORT** and the number of users shall not exceed the number allowed by permit for the Sewage Plant.

IN WITNESS WHEREOF, the Undersigned has caused this Deed to be signed on
this 29 day of JULY, 2006.



Dennis Kallash



Toni Kallash

STATE OF MISSOURI)
) ss
COUNTY OF LINCOLN)

On this 29th day of July, 2006, before me, personally appeared
Dennis Kallash and Toni Kallash to me known to be the person or persons described in
and who /whom executed the foregoing instrument and acknowledged that they executed
the foregoing instrument and acknowledged that they executed the same as their free act
and deed.

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




Notary Public

NANCY A. PLOUFFE
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for- Lincoln County
My Commission Expires: Feb 2, 2010
Commission Number: 06438149

My term expires: 2/2/2010

State of Missouri, County of Lincoln
Recorded in Book 2202 Page(s): 0169 - 0193
07/12/2011 10:59AM Fees \$96.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS


Deputy

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
"SECOND ADDITION TO ROCKPORT PLAT 1"
(Hereinafter called "ROCKPORT")
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, Dennis and Toni Kallash, Owner and Developer of the following described parcel of land, a subdivision in Lincoln County, Missouri;

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)

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.

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, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owner/Developer reserves the right to use and assign the streets, use, assign and remove easements, sewer mains and water line mains as shown on the recorded plat to service additional development. This shall not be construed to mean Owner/Developer shall make additional development or it is not to be construed to mean the Owner/Developer will restrict additional development the same as Rockport.

The Owner/Developer expressly excepts from this dedication the water distribution system and reserves unto themselves the right to use the streets and easements for installation, repair, and maintenance of the water distribution system or any additions thereto and to change for the use thereof. The Owner/Developer may, but should not be required to, dedicate the water distribution system and the Trustees shall accept it. The Owner/Developer must approve the installation of all water utilities. The Owner/Developer, Heirs and Assigns, may use the well and all appurtenances to service additional developments. The Owner/Developer, Heirs and Assigns, has the right to sell the well and all appurtenances.

The Owner/Developer 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 Rockport the Home Owners Association. The Owner/Developer/Trustee must approve all sewer taps.

2. All streets and easements designated by deed or by the plat 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. Any public utility must have written permission from the Owner/Developer before installing utility.
3. All Lots must be sold as originally sold, with no purchaser resubdividing or reselling any portion of any original Lot or granting easements across for any purpose. The term "Lot" as used herein shall mean the original tract as sold by the Owner/Developer listed above, whether sold by Lot number or a metes and bounds description. Owner/Developer retains the right to modify the boundary lines of Lots.
4. There shall be no commercial use on 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 nameplate, or no display that will indicate from the exterior that *the building is 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.

5. (a.) 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 (2) car attached garage.
- (b.) No outside radio or television antennas or satellite dishes shall be erected, installed, constructed or maintained on any Lot without the prior written approval of the Owner/Developer. All satellite dishes if approved by the Owner/Developer shall be limited to no more than eighteen inches (18") in diameter and be on the back of the roof. Each owner shall be responsible for the repair, maintenance and/or replacement of any such approved antennas or dishes.
6. All dwellings shall be located according to the setback lines hereby established by the recorded plat and all dwellings, including the attached garage, shall be located a minimum distance of eight (8) feet from any interior Lot line. Owner/Developer reserves the right to alter the setback lines.
7. (a.) No structure of temporary character, carports, portable storage building, trailer, manufactured home, modular home, mobile home, basement, tent, or shack shall be placed upon or used on any Lot at anytime. Outbuildings, such as unattached garages and pool houses must be approved thirty (30) days prior to construction by the Trustees, and must be constructed of new materials.
- (b.) 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 or placed.
8. (a.) Any dwelling constructed upon any Lot shall be of all new materials except brick and stone.

- (b.) In the event any portion of the sewer main or water main or any laterals thereof are damaged due to construction from any Lot owner or any of his/her agents, whether or not act is negligent, the owner who is responsible for such damage shall proceed to replace and repair the same to as good a condition as existed prior to damage. If not Trustees may enter Lot and repair and assess Lot owner the amount of assessed damages.
- 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 Twelve Hundred (1200) 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 Fourteen Hundred (1400) 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 Fourteen Hundred (1400) 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 Eight Hundred Fifty (850) square feet, and a total living area not less than Seventeen Hundred (1700) square feet, excluding the basement area.
 - (e.) Front facing roof pitches should be at least 6/12 including front facing hip roofs.
10. For the purposes of the covenants contained in paragraph 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 and 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 twelve (12) months of the start up date.*

During the period of construction, the Lot owner is responsible for any and all damage including the accumulation of mud, rocks or debris to any Lots, easements, roadway, utilities and any and all parts of the subdivision resulting from said construction. The Lot owner shall also be responsible for the clean up of any debris resulting from the construction daily. If this is not done, the Trustees shall have the right to enter said Lot and clean up any debris and an assessment of the clean up may be made and charged against the owner of said Lot.

12. 1. *Plans contemplating approval shall be submitted to the Trustees and rejected or accepted by the Trustees within sixty (60) days. If the Trustees fail to reject or accept said plan during the sixty (60) day period, acceptance shall be conclusively presumed.*
- 12.2. *The Trustees shall have the right to reject plans, construction and quality of materials that does not meet the requirements required by the Trustee.*

The Trustees can stop construction immediately if quality of construction is not to satisfaction of the Trustee.

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 as a residence. Provided Owner/Developer may dedicate Lots or real estate as common ground to the Trustees for the use of the subdivision.*
14. *No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Fire arms 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 (5) 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. Owner/Developer is exempt from this restriction as long as they own any Lots. No rental sign should be erected on any home/lot.

16. All grasses and weeds which may grow upon any Lot sold shall be cut and trimmed by the owner at least five (5) times per year and should not reach a height of over 9" 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. Off-road vehicles such as : A.T.V.'s, Two (2), Three (3), or Four (4) wheel vehicles, go carts, dirt bikes, etc., shall not be ridden in the subdivision.
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 new material being vinyl or wrought iron with new posts set in concrete and should only be a maximum of 6' in height. No fence will be constructed beyond the front of any dwelling. Written permission from the Owner/Developer is required before construction is started.

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 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. No more than two (2) household pets shall be kept any time. No pets will be permitted to be tied up on property outside of home or kept in a chain link pen or temporary pen.

It shall be unlawful for any person or persons to keep on their premises any dogs or puppies that continue to make loud barking, yapping or howling noise, and keeping of said animals who, by frequent or long continuing noise such as barking, yapping or howling, shall disturb the comfort or repose of any person in the vicinity, shall be guilty of a misdemeanor. (CC 1980 420.030; Ord. No. 616, 11-21-77)

21. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, recreational vehicle, lawn maintenance equipment, farm implements, 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 vehicles are parked behind the residence or kept in a garage. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain in the subdivision. The Owner/Developer has the right to inspect vehicles on Lots. If the Owner/Developer believes the vehicle to be a nuisance or unsightly, they can require it be removed immediately.
22. No automobiles, motorcycle, lawn maintenance equipment, farm implements, 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.
23. All motor vehicles remaining in any Lots longer than five (5) days not in proper operating condition shall be hauled away at the Owners' expense.

Lot owners shall park their vehicles on the Lot. Vehicle parking on the streets is not permitted, except for occasional guests and visitors.

- 24.1. 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 Rockport Home Owners Association and are bound by the "By-Laws" of same. All Lot owners shall connect to water system as provided by the Owner/Developer of the subdivision and pay all charges and be bound by the regulations of the Owner/Developer.
- 24.2. Lot owners shall pay the Owner/Developer the sum of One Thousand (\$1,000.00) dollars "Tap On" fee for the sewer and the sum of One Thousand (\$1,000.00) dollars "Tap On" fee for the water.
- 24.3. The line from the water main to the house shall be no less than one (1) inch. Meter pits and Meters shall be installed at Home Owner's cost. (Specifications for meters will be determined by Owner/Developer) Water rates are Twenty-five (\$25.00) dollars minimum per month.
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. There is only one Trash Company that will be used for trash pick up.
26. No forfeiture shall be construed for violation of these restrictions, but they may be enforced by injunction or other court action.

The Trustees may by resolution levy a fine upon any Lot for the continuing violation of this Declaration of Covenants, Conditions and Restriction by the Lot owner or the Lot owner's tenant or occupant. Such fine shall only be imposed after the Trustees has given the owner at least five (5) days written notice. Any unpaid fines shall constitute a lien against the Lot.

27. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees", which will consist of three (3) 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 Dennis Kallash, Toni Kallash and Rich Ponder, and serve until all Lots are sold in all phases.

- (b) Thereafter there shall be three (3) members of the board each member of the Board of Trustees shall serve for a term of one (1) year 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) After all Lots are sold in all phases, a meeting of existing Lot owners shall be held on the 1st Saturday in June, and on the 1st Saturday of June 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 notice 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 after all lots are sold in all phases.
- (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 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 One Hundred Fifty dollars (\$150.00) on each 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, street lights and of the Well Lot maintenance and House and the Subdivision entrance. This assessment shall be due June 1st of each year and shall be prorated to the buyer at closing. This assessment shall not be levied until such Lot has been sold by the Owner/Developer.
- (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 for 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 as provided in paragraph 27, (h) (1.), shall not apply to any assessment made under the provision of this paragraph.
 - (i) The Trustees are authorized to accept, develop, own and operate a water supply and water distribution system including the ownership of real estate and wells and pumping systems and, the easements, pipes, and wells and pumping systems and, the easements, pipes, apparatus and everything necessary to distribute water to the various lots of the subdivision.
The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several Lots in the subdivision for the purposes provided in this paragraph.
 - (j) 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.) Every assessment shall become due and payable with 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 including the expense of the Trustees in perfecting the lien, court costs, and attorney fees 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. Such lien shall be superior to all other liens and encumbrances on such Lot. All other entities acquiring liens or encumbrance on any Lot after this Declaration has been recorded shall be deemed to consent to such liens or encumbrances being inferior to future liens for the assessments described in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

- (4.) 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 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.
- (5.) All statutory laws and rights for enforcing and collection 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.
- (6.) All assessments shall be held by a professional escrow company under terms agreed to by the Trustees.
- (k) 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.
- (l) 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.
- (m) Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur and 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.


- (n) 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.
 - (o) The Trustees shall not be personally liable for any debt, liability or obligation of the subdivision. All persons, associations or other entities extending credit to, contracting with, or having any claim against the subdivision may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the subdivision Trustees.
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, only after Owner/Developer has sold the last lot in the total development. The said amendment or modification is to be and become effective only upon recording in 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 improvements thereon. The By-laws of Rockport may only be changed as provided therein.
29. A cancellation of any of these covenants by judgments or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.
30. To protect the drinking water of Rockport, there will be no lawn irrigation systems allowed. (Which means, no watering or sprinkling of lawns)
31. The Owner/Developer, Dennis Kallash, Toni Kallash, Heirs and Assigns, reserves the exclusive right to amend restrictions or grant variances necessary stated herein as long as any Lot in any phase or any adjacent ground is still owned by them or a successor Owner/Developer as designated on the transfer to the successor Owner/Developer of Rockport or any additional thereto of. The By-Laws of Rockport may only be changed as provided herein.

32. The subdivision and the use of the sewer facilities shall be governed by the By-Laws of Rockport which are attached hereto as part of these restrictions.

IN WITNESS WHEREOF, the Owner/Developer has caused these Covenants, Conditions, and Restrictions to be signed on this 12 day of JULY, ~~2006~~ 2011



Dennis Kallash, Owner

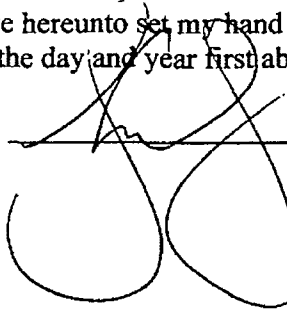


Toni Kallash, Owner

STATE OF MISSOURI)
)
) SS
COUNTY OF LINCOLN)

On this 12 day of JULY, ~~2006~~ 2011, before me, personally appeared Dennis Kallash to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



Notary Public



J. LANCE JEANS
My Commission Expires
August 10, 2014
Lincoln County
Commission #10428928

My term expires: 8-10-14

EXHIBIT "A"

A 1.630 ACRE TRACT OF LAND WITHIN
PART OF SECTION 13
TOWNSHIP 48 NORTH , RANGE 1 WEST
OF THE 5th P.M.
AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS : BEGINNING AT
THE SOUTHMOST CORNER
OF LOT 106 OF ROCKPORT PLAT 1 BOOK 14 PAGE 129
THENCE S $58^{\circ}19'39''$ W 57.46 FT. TO A POINT;
THENCE N $67^{\circ}54'06''$ W 94.45 FT. TO A POINT;
THENCE N $88^{\circ}53'26''$ W 66.39 FT. TO A POINT;
THENCE ALONG A CURVE TO THE LEFT
HAVING A RADIUS OF 200.00 FT. ,
AN INCLUDE ANGLE OF $01^{\circ}30'49''$,
AND A CHORD WHICH BEARS S $00^{\circ}20'30''$ W 5.28 FT. ,
AN ARC DISTANCE OF 5.28 FT. TO A POINT;
THENCE N $89^{\circ}54'46''$ W 238.26 FT. TO A POINT;
THENCE N $06^{\circ}36'49''$ E 29.00 FT. TO A POINT;
THENCE N $33^{\circ}02'45''$ E 108.83 FT. TO A POINT;
THENCE N $28^{\circ}48'38''$ E 118.04 FT. TO A POINT;
THENCE N $49^{\circ}19'55''$ E 116.78 FT. TO A POINT;
THENCE S $37^{\circ}37'37''$ E 176.90 FT. TO A POINT;
THENCE ALONG A CURVE TO THE LEFT
HAVING A RADIUS OF 200.00 FT. ,
AN INCLUDE ANGLE OF $07^{\circ}59'38''$,
AND A CHORD WHICH BEARS S $48^{\circ}22'34''$ W 27.88 FT. ,
AN ARC DISTANCE OF 27.90 FT. TO A POINT;
THENCE S $45^{\circ}37'15''$ E 203.96 FT. TO THE
POINT OF THE BEGINNING.
ALL AS SHOWN ON A PLAT BY FITCH AND ASSOC.

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