

For Amended Restrictions see Vol. 379, pages 466, 471 and 474.

March 5, 1981 Attest: Walter A. Murray, Recorder
By Maria C. Hagedorn, Deputy
RESTRUCTIVE COVENANTS AND CONDITIONS PERTAINING

TO A SUBDIVISION OF LAND IN For Amended Restrictions
1558 OCT 21 5: 2: 55 FRANKLIN COUNTY, MO. see Vol. 514 Page 245
Laura S. Mc Kinner, Recorder
By Evelyn Schroeder, Deputy

Les J. Koelling

KNOW ALL MEN BY THESE PRESENTS, that whereas, Investors Land Company, Inc., a Missouri Corporation, is the owner of certain real property located in Franklin County, Missouri, and described as follows:

Part of the Northwest one quarter (NW $\frac{1}{4}$) of Section three (3), described as follows: Beginning at the Southeast corner thereof, run thence North 89 21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 $\frac{1}{2}$ East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section Three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section Three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

WHEREAS, this indenture, made and entered into this 21 day of October, 1968, by and between Investors Land Company, Inc. party of the First Part, hereinafter called "Grantors", and Charles R. Landolt, James Higgins, Harry R. Leppang, Jack R. Lacy, and Raymond E. Niemeier, parties of the Second Part, hereinafter referred to as "Trustees".

WHEREAS, Grantors are in the process of developing said land into subdivisions for living and recreational purposes and developing a lake and other facilities for living and for the recreational enjoyment by the future lot owners in said subdivision, which said Lake will be known as Las Brisas Lakes Subdivision, and which said subdivision shall be developed in several parts with a separate plat for each part thereof as it is developed; and

WHEREAS, the Grantors are desirous of promoting and enhancing the value of said tracts of land by stabilizing residential values and establishing facilities and services therein; and

WHEREAS, the Grantors believe that the creation of a trust of certain of the property rights in said tract and of certain use restrictions are the most beneficial means of accomplishing this purpose; and

For Amended Restrictions see Vol. 379 Page 38, Oct. 14, 1981. Attest: Walter A. Murray, Recorder, by Evelyn Schroeder, Deputy

- Page 2 -

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restriction, not only to all of the land and every parcel hereof as it may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict the present or future title holders or occupants of any and all said parcels and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" and jointly or severally for the benefit of all persons who may purchase, hold, or own, from time to time, any of the several lots covered by this instrument.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein in the sum of One Dollar (\$1.00) to Parties of the First Part in hand paid by Parties of the Second Part, the receipt of which is hereby acknowledged and further in consideration of the advantages to accrue to the Parties of the First Part as well as to future owners of said lots and to which said tract may be subdivided, and with the agreement and consent of Parties of the Second Part, to act as Trustees hereunder, the Parties of the First Part agree as follows:

The parties of the First Part shall contemporaneously with the recording of each platted subdivision of the above described land, to grant, bargain, sell, convey, transfer, assign and set over unto the said Trustees, their successors and assigns, all singular and the several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivision together with the lake and dam to be constructed by Grantors, on said above described land and the said Grantors, upon the considerations heretofore recited, does also hereby agree to create, reserve and transfer assign and grant unto the said Trustees, easements for the purposes set forth in Article II hereof, over, across, through and under all of the lots in said subdivision of said land, including all easements, roadways, trails and also including an easement along the lake front for the purpose of spraying said lake, cutting weeds, clearing lake shore and public rightaway for all lot owners in said above described property, to have and to hold all of the foregoing to the Trustees and their successors in trust upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this Indenture.

ARTICLE I

Streets, roadways and Trails

1. The Trustees shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind of qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, trails, roads or walkways and repair and maintain the dam and lake to be constructed on said above described property.
2. The Trustees shall have the right and power to provide for the plowing or removal of snow from said streets, roadways or trailways.

- Page 3 -

3. The Trustees shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in or upon the drives, streets, lanes, and roads herein conveyed to them or to be conveyed or in or upon any other areas of the Las Brisas Lakes development area.

4. The Trustees shall have the power and right to provide lights in or on all drives, lanes, circles, streets and roads and on or at all gateways or entrances, or in such other places in or about the area covered by this Agreement, as they may in their judgment determine.

5. The Trustees shall have the right and power to grant easements in, over or under the streets, drives, lanes, trails or roads conveyed to them for any of the purposes set out in Article II hereof. Walkways and trails may be set up and established by the Trustees and maintained by the Trustees for the use of the lot owners, present and future, of said tract subdivided.

ARTICLE II

Utilities

1. The Trustees shall have the right and power to construct, to lease, to purchase, or in any other manner to construct for or provide for sewers or sewerage disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of said above described tracts either in their present state or as subdivided.

2. In providing for such services or facilities, the Trustees may themselves make use of or they may convey, transfer or assign whole or partial rights in and to the easements created by this Indenture or easements created and set out on the plats of the subdivision of the within described tract. It is the intention of the Grantors, and they so declare, that the Trustees named in this instrument shall be the Trustees for the entire tract and for any portion thereof that may be subdivided and platted into separate lots.

ARTICLE III

Covenants

1. These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until 3-1-1973, at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said auction.

2. The dwelling house shall face the street upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front lot line and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot unless otherwise shown by the building lines on the subdivision plat.

3. All other structures shall be in the rear of the dwelling house and shall be slighty, or neat construction and of a character to enhance the value of the property. A boat house and/or garage may be constructed separately or attached to the dwelling but must be of the same construction material as the dwelling house and the exterior of it must be finished as in the same manner as the dwelling house.

- Page 4 -

4. When any improvements are erected on any lot purchased in this subdivision the owner shall at the same time construct and install adequate sewerage, disposal facilities of approved character by the County or State Board of Health.

5. No debris, trash or unsightly accumulation of materials shall be allowed to remain on the premises and there shall be no outside storage facilities for any of the aforementioned.

6. All material used for the construction of the outside of the dwelling shall be new, and construction must be completed within six (6) months from the commencement of said construction.

7. In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot or tract purchased in this subdivision with less than Six hundred (600) square feet of floor space, and said floor space shall be ground level except porches and porticles and shall include only that actual living space under an inclosed roof. No basement shall be occupied, until the dwelling is completed. No trailer or type of mobile home, shall be used for a residence or dwelling or part on said premises at any time, except in the area approved for such use, unless said mobile home be of the double wide type, 20' x 60' or 24' x 60' or larger and then only when said double wide has been set on a permanent foundation. All building must be finished on the outside. All building plans must be approved by the Trustees of said subdivision. The plans for all dwelling houses must receive written approval from the Board of Trustees of this subdivision.

8. No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than three (3) feet long and one (1) foot wide except in the area approved for commercial use.

9. No animals shall be kept, maintained or raised on said premises except house pets which shall be kept on a leash when not on said premises, when not in an inclosure.

10. One (1) horse may be stabled on any lot containing at least one (1) acre in area but not otherwise. Any such stable shall not be erected until the plan therefore and the type of construction and materials to go therein shall have first been approved in writing by the Trustees.

11. In validation to any of these covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

ARTICLE IV

General Powers

1. The Trustees shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lakes, streams, and other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof.

2. The Trustees shall have the right and power to care for and maintain any and all vacant lots and the lake and lakefront in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds and to do any and all other things necessary or desirable in the judgment of the Trustees to keep such vacant and unimproved property and said lake and lakefront neat in appearance and in good order.

3. The Trustees shall have the right and duty to enforce, either in their own names or in the name of any owner within the subdivision any and all restrictions which may now or which may hereafter be imposed upon any of the lots in said subdivision, either in the form as originally placed or as modified subsequently.

4. The Trustees shall have the duty to pay any and all taxes which may be levied against the property herein conveyed to them or any part thereof.

5. Trustees shall have the right and power to construct and maintain such boat dock facilities as they may deem necessary for the use and benefit of owners of lots in said subdivision.

6. The Trustees shall further have the power to regulate and determine the size of motors to be used on boats on the lake.

ARTICLE V

Assessments

1. The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided:

(a). To make uniform assessments (except as hereinafter provided) of not to exceed Twenty-five Dollars (\$25.00) per lot in any one year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, sewers, utilities, parking spaces, and trees in the cross-walks and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners.

(b). If, at any time, the Trustees shall consider it necessary to make any expenditure requiring an assessment, in addition to the assessments above provided, they shall transmit 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 same and the total assessment required. If such project and the assessment, so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustees, by a Fifty-one percent (51%) majority vote of the owners of all of the lots, the Trustees shall notify all owners of the said tracts of the additional assessments. The limit of Twenty-five Dollars (\$25.00) per lot per year for the general purposes shall not apply to any assessments made under the provisions of this paragraph.

2. All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(a). Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail with postage prepaid or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.

(b) 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 payment is due, it shall bear interest at the rate of eight per cent (8%) per annum, until paid, and such payment 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. 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 or more lots and cause same to be recorded in the office of the Recorder of Deeds of Franklin County, Missouri, and the Trustees may (upon payment) cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at 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 their proceeding, the payments made on account of assessment.

3. The Trustees shall deposit the funds coming into their hands, as Trustees, in a State or National Bank at the best rate of interest obtainable. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

4. All rights, duties, powers, privileges and acts of every nature and description, which said Trustees might execute or exercise under the terms of this Indenture, may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture.

ARTICLE VI

Organization

1. The Trustees herein named shall serve for terms ending on March 3 1983. In the event of the death, resignation or inability of any of the five herein named Trustees prior to the expiration of their terms, their successors shall be named by the remaining Trustees, who shall select and appoint a Trustee to fill the unexpired term. With this exception and after the termination of the terms of the original Trustees, as set out hereinabove, successor trustees except in the case of filling a vacancy, shall be elected for terms of three (3) years each, but a successor elected to fill a vacancy, as hereinafter provided, shall be elected for the unexpired term of the Trustees so superseded and the successor trustee shall be elected in the manner hereinafter provided.

2. There shall be an Annual Meeting of lot owners at a convenient place in Franklin County or St. Louis County, for the purpose of electing Trustees or for the transaction of such other business as may properly come before said meeting on the third Tuesday in January in each year, beginning in the year 1974 and each year thereafter. Notice of the meeting shall be given by insertion of a notice in a newspaper circulated in Franklin County, Missouri, at least seven (7) days before the date of the meeting, or at the election of the Trustees notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said Annual Meeting.

- Page 7 -

3. Successors to the Trustees whose terms have expired shall be elected by the lot owners at the Annual Meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing at once and by force of this Indenture, succeed to be vested with and possessed and enjoyed as a joint tenant, but not as a tenant in common, with the remaining Trustee or Trustees, all of the estate, rights, interest privileges and powers by this Indenture granted to his or their predecessor. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any Annual or Special Meeting, as provided for above. In the event any Trustee named herein, with the exception of the original Trustees, who shall be replaced as set forth in paragraph 1 hereof, named herein or elected hereunder, shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this Indenture. Then and thereupon, it shall be the duty of the survivor of remaining Trustees to select a successor to fill the unexpired term of such deceased or incompetent Trustees. Any business relevant or pertinent to the affairs of the Las Brisas Lakes property or subdivision hereof may and shall be transacted at any Annual or Special Meeting described above. A majority of the lot owners or Board of Trustees respectively shall constitute a quorum at the respective meeting of each.

4. In any election of Trustees the owner of each lot shall be entitled to one (1) vote for each full lot owned by him, which vote may be cast in person or by proxy. No persons shall, however, be considered as the owner of a lot until free simple title of said lot shall have been conveyed to him by Warranty Deed duly recorded.

5. At each Annual Meeting, the Trustee shall render an account of all money received, disbursed and held by them during and at the end of the proceeding calendar year.

ARTICLE VII

Reservation or Expenditures

The Parties of the First Part, Grantors herein, reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, poles, wires, streets, street lights, roads, recording fees, subdivision fees and consultation fees or any other fees, charges or expenses incurred with respect to the creation of the subdivision or subdivisions of the above described tract.

ARTICLE VIII

Amendments

1. For and during a period of five (5) years commencing with the date hereof, the provisions of the Indenture may be modified or amended by the joint and concurrent action of the Grantors and Trustees hereunder.

2. From and after five (5) years from the date hereof, this Indenture may be modified or amended by a vote of the owners of not less than fifty per cent (50%) of the lots into which this tract may be subdivided.

3. From and after that five (5) year period or after the year 1973 this Indenture may be modified, amended or terminated by the concurring vote of the owners of not less than fifty-one per cent (51%) of the lots in which said tracts shall be subdivided.

4. No person shall be considered as an owner entitled to vote for any purpose provided in this Indenture unless and until he shall have acquired fee simple title by Warranty Deed duly recorded in the Office of the Recorder of Deeds of Franklin County, Missouri, nor shall any record lot owner be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the Trustees against his property.

ARTICLE IX

It is a further condition of this Agreement for a period of ten (10) years from the date hereof, the Grantors herein, its successors, grantees or assigns, shall in the event any lot owners of any lots to be established by subdivision of all or any part of the above described tracts, is desirous of selling his lot or lots have the first refusal of such lot provided a bona fide contract of sale between such lot owner and prospective purchaser is tendered to said Grantors, its successors, grantees or assigns, for consideration. No transfer of any lot or parcel of land within this tract shall be valid or binding unless or until this condition is complied with.

Grantors herein reserve the right unto itself to establish commercial facilities on the lake to be constructed or in any other part of the tract described herein including the right to set aside a portion of said land for development of a trailer court or camping area.

IN WITNESS WHEREOF, the said Parties of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

PARTIES OF THE FIRST PART:

INVESTORS LAND COMPANY, INC.

By James Higgins
President

Attest Harry Z. Lepping
Secretary

PARTIES OF THE SECOND PART:

Charles R. Landolt
Charles R. Landolt

James Higgins
James Higgins

Harry Z. Lepping
Harry Z. Lepping

Jack E. Lacy
Jack E. Lacy

Raymond F. Niemeyer
Raymond F. Niemeyer

STATE OF MISSOURI }
OF } SS

On this 21st day of October, 1968, BEFORE me appeared James Higgins, to be personally known, who, being by me duly sworn, did say that he is the President of Investors Land Company, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said James Higgins acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Franklin AND State aforesaid, the day and year first above written.

[Signature]
NOTARY PUBLIC

My commission expires:

July 1 - 1972

STATE OF MISSOURI }
OF } SS

On this 21st day of October, 1968, before me personally appeared Charles R. Landolt, James Higgins, Harry Lepping, Jack R. Lacy, and Raymond E. Niemeyer, 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 in the County and State aforesaid, the day and year first above written.

[Signature]
NOTARY PUBLIC

My commission expires:

July 1 - 1972

STATE OF MISSOURI,
County of Franklin,

I, Geo. J. Kuehling, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 21st day of October, 1968, at 2 o'clock 56 minutes P.M., and duly recorded on the 21st day of Oct 1968, in Book 257, Page 61.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

[Signature] Recorder of Deeds
By *[Signature]* Deputy

STATE OF MISSOURI }
COUNTY OF FRANKLIN } SS
FILED FOR RECORD
IN THE RECORDER'S OFFICE

1981 K..K-5 AM 10.45

AMENDMENT TO LAS BRISAS LAKE TRUST INDENTURE, RESTRICTIVE COVENANTS AND CONDITIONS DATED OCTOBER 21, 1968

Wanda P. ...
RECORDER

WHEREAS, heretofore on October 21, 1968, a certain Trust Indenture, Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Franklin County, MO., were adopted, created and agreed to by and between Investor's Land Company, Inc., and certain trustees therein named, and

WHEREAS, said Las Brisas Lake Indenture, Restrictive Covenants and Conditions are recorded and on file at the Franklin County Court House in Union, Missouri, in Book 257, Pages 67 through 75, and

WHEREAS, it is necessary and desirable to amend said Indenture, Restrictive Covenants and Agreements pursuant to the terms thereof,

NOW THEREFORE, said Trust Indenture, Restrictive Covenants and Conditions dated October 21, 1968, are hereby amended as follows:

1. Article II, Paragraph 1, line 2 thereof is amended by deleting therefrom the word "construct" and by inserting in lieu thereof the word "contract".

2. Article III, Paragraph 1 thereof, is amended by deleting said Paragraph 1 and inserting in lieu thereof the following:

"1. These covenants and restrictions shall run with the land and shall be binding upon all the lots and all owners in Las Brisas Lake Subdivision and their successors in title for a period of ten years from the date these covenants and restrictions are recorded, and shall automatically extend for additional periods of five years each, unless at any time, by a vote of the then owners of a majority of the lots in the Subdivision, such covenants and restrictions shall be amended or revoked in whole

or in part."

3. Article III, Paragraph 7, line 3 thereof is amended by deleting therefrom the words and figures "Six Hundred (600) square feet" and inserting in lieu thereof the words and figures "Seven hundred and fifty (750) square feet". Said Article III, Paragraph 7, line 7 is also amended by placing a period after the word "dwelling" and by deleting the words and figures "or part on said premises at any time, except in the area approved for such use, unless said mobile home be of the double wide type, 20' x 60' or 24' x 60' or larger and then only when said double wide has been set on a permanent foundation."

4. Article III, Paragraph 11 thereof is deleted.

5. Article IV, Paragraph 2, line 2 thereof is amended by inserting after the word "lake" the following: ", dam"; Article IV, Paragraph 2, line 6 thereof is likewise amended by inserting after the word "lake" the following: ", dam".

6. Paragraph 4 of Article VI is hereby deleted.

7. Article V, Paragraph 2 thereof is amended by adding thereto the following:

"(c) In the event that any assessments are not paid when due, the Trustees are given the further power to institute a suit in a Court of competent jurisdiction to collect the above mentioned assessments, interest, court costs and reasonable attorneys fees; in addition to all other legal and equitable rights, the Trustees shall have the right to institute suit to enforce the lien of the assessment by sale of the lot, and to sell the lot pursuant to order of the court, in which

event if the lot is sold the proceeds shall go; first, to pay the expenses of the litigation and the sale, including court costs and a reasonable attorney's fee; second, to pay the assessment and interest thereon; third, if any balance thereafter remains from the proceeds of the sale, such balance shall be paid to the then owner of the lot against which the assessment was levied."

8. Article V, Paragraph 4 is amended by adding at the conclusion thereof the following:

"No individual acting as Trustee shall at any time be held liable for mistakes of law or of fact, or of both law and fact, or errors of judgment, nor for any loss to any person except through actual fraud or willful misconduct on the part of the Trustee. The Trustees shall have the right to purchase liability insurance covering their actions as Trustees and to pay therefor from the uniform annual assessments provided in Article V hereof."

9. Paragraph 4 of Article VIII thereof is amended by deleting said Paragraph 4 and inserting in lieu thereof the following:

"Notwithstanding any other provision hereof, whenever the term "owner" is used herein, such term shall include not only the owner of fee simple title, but also a bona fide lot buyer under a valid Contract for Deed, and a person shall be entitled to vote for any purpose provided in this Indenture if he is either an owner of fee simple title or bona fide lot buyer under a valid Contract for Deed. Each person voting may cast one vote for each lot owned or being purchased by such person under a valid Contract for Deed, and each vote may be

cast in person or by written proxy signed by such person, provided however that no person shall be entitled to vote unless he or she shall have fully paid all assessments which have been lawfully made by the Trustees against his or her property. Whenever a majority vote is required, the majority shall be defined as more than fifty per cent of the votes cast.

10. Article IX is amended by deleting therefrom the first two paragraphs of said Article and by inserting in lieu thereof the following:

"Each covenant, condition and provision contained herein shall be severable, and invalidation of any such covenant, condition or provision by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect."

STATE OF MISSOURI)
County of ~~XXXXXXXX~~) S.
St. Louis

On this 4 day of March 1981, Michael Duval d'Adrasn and who executed the foregoing instrument, do hereby certify that he is the same as his free act and deed a member of the Las Brisas Lake subdivision as a result of the sale of the same to the buyers duly called and held on August 2, 1978, and that the foregoing instrument, in above and foregoing amendment to the same, was signed by the concurring vote of the owners and holds that the same is a valid instrument per cent (51%) of the lots in a certain subdivision of the subdivision subdivided.

Michael Duval d'Adrasn
Notary Public, Missouri

In Testimony Whereof, I have hereunto set my hand and the seal of my office in the County of ~~XXXXXXXX~~ Missouri, this 4 day of March 1981.
St. Louis

My commission expires: October 25, 1984

Helen Huffman
Notary Public

State of Missouri, County of St. Louis

FOR BOOK 379 PAGE 469 Against

34

Present
AT
MEETING

4

Present
AT
MEETING

163 Present

19 Present

177

Total
FOR

23

Total
Against

Witness
1000

9

STATE OF MISSOURI, } ss
County of Franklin.

I, WALTER A. MURRAY, Recorder of Deeds within and for said County and State, do hereby certify that the foregoing instrument of writing, was filed for record on the 5th day of March, 1981, at 10 o'clock 45 minutes A. M., and duly recorded on the 5th day of Mar., 1981, in Book 379, Page 466.

IN TESTIMONY WHEREOF I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid

Walter A. Murray, Recorder of Deeds
By Delores Colbert, Deputy

AMENDMENT TO LAS BRISAS LAKE TRUST INDENTURE, RESTRICTIVE COVENANTS AND CONDITIONS DATED OCTOBER 21, 1968

Article VI of restrictions shall be amended as follows:

Sub-paragraph 2 shall be amended so as to cause the term "lot owners" to be eliminated and in lieu thereof the term "lot owners and lot buyers" shall be substituted in the first sentence of said sub-paragraph 2.

At all places in sub-paragraph 3 the term "lot owners" or "lot owner" shall be changed so as to substitute the words "lot owners and "lot buyers" or "lot owner and lot buyer" in lieu thereof.

Sub-paragraph 4 shall be amended by adding at the end thereof the following:

"Lot buyers shall be entitled to one (1) vote for each lot being bought by him, provided that he has entered into a valid written "Contract for Deed"; this vote may be cast in person or by proxy.

Article VIII of restrictions shall be amended as follows:

Sub-paragraph 3 shall be amended so as to eliminate the word "owners" and substitute thereof the words "owners or lot buyers".

Sub-paragraph 4 shall be amended so as to read in full as follows:

"A person shall be entitled to vote for any purpose provided in this indenture if he is either an owner of fee simple title or bona fide lot buyer under a valid Contract for Deed; provided, however, that no person shall be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the Trustees against his property.

* * * * *

STATE OF MISSOURI)
) SS.
County of ~~KNOX~~)
 St. Louis

STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS
FILED FOR RECORD
IN THE RECORDER'S OFFICE
1981 MAR -5 AM 10:45
Walter R. Symons
RECORDER

On this 4 day of March, 19 81, before me personally appeared Michael Duval d'Adrian to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as the secretary of the Board of Trustees established under the Las Brisas Lake Trust Indenture, Restrictive Covenants and Conditions dated October 21, 1968, and filed in the Franklin County Court House in Union, Missouri, in Book 257, Page 67 through 75, and that at a meeting of the lot owners duly called and held on January 26, 1974, pursuant to the terms of said instrument the above and foregoing amendment thereto was duly adopted by the concurring vote of the owners of more than fifty-one per cent (51%) of the lots in which Las Brisas Lake Subdivision has been subdivided.

x Michael Duval d'Adrian
Michael Duval d'Adrian, Secretary of
the Board of Trustees, Las Brisas
Lake Subdivision

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis, Missouri, the day and year last above written.
My commission expires: October 25, 1984.

Helen Huffman
Notary Public
Helen Huffman
State of Missouri, County of St. Louis



Jan 26, 1974

Official record of vote

PROPOSITION NO. 1

Article VI of restrictions shall be amended as follows:

Sub-paragraph 2 shall be amended so as to cause the term "lot owners" to be eliminated and in lieu thereof the term "lot owners and lot buyers" shall be substituted in the first sentence of said sub-paragraph 2.

At all places in sub-paragraph 3 the term "lot owners" or "lot owner" shall be changed so as to substitute the words "lot owners and lot buyers" or "lot owner and lot buyer" in lieu thereof.

Sub-paragraph 4 shall be amended by adding at the end thereof the following:

"Lot buyers shall be entitled to one (1) vote for each lot being bought by him, provided that he has entered into a valid written "Contract for Deed"; this vote may be cast in person or by proxy.

Article VIII of restrictions shall be amended as follows:

Sub-paragraph 3 shall be amended so as to eliminate the word "owners" and substitute thereof the words "owners or lot buyers".

Sub-paragraph 4 shall be amended so as to read in full as follows:

"A person shall be entitled to vote for any purpose provided in this indenture if he is either an owner of fee simple title or bona fide lot buyer under a valid Contract for Deed; provided, however, that no person shall be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the Trustees against his property.

303 FOR PROPOSITION NO. 1

7 AGAINST PROPOSITION NO. 1

Vote your choice by placing (x) in the box in front of your choice.

Wm. H. ...
B. A. E.
379

For Business of the Board of Trustees

Pa. 4/2/08

STATE OF MISSOURI, }
County of Franklin, } ss.

I, WALTER A. MURRAY, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 5th day of March, 1901, at 10 o'clock 45 minutes A.M., and duly recorded on the 5th day of Mar 1901, in Book 379 Page 471.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

Walter A. Murray, Recorder of Deeds
By Delores Covert, Deputy

AMENDMENT TO LAS BRISAS LAKE TRUST INDENTURE, RESTRICTIVE COVENANTS AND CONDITIONS DATED OCTOBER 21, 1968

Article VI shall be amended as follows:

Sub-paragraph 2 shall be amended by eliminating the words "on the third Tuesday in January" and substituting in lieu thereof the words "on the 4th Saturday in April".

* * * * *

STATE OF MISSOURI)
County of ~~Franklin~~) SS.
St. Louis

STATE OF MISSOURI
COUNTY OF FRANKLIN
FILED FOR RECORD
IN THE RECORDERS OFFICE
1981 MAR -5 AM 10:45
RECORDED
W. J. [unclear]

On this 4 day of March, 1981, before me personally appeared Michael Duval d'Adrian to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as the secretary of the Board of Trustees established under the Las Brisas Lake Trust Indenture, Restrictive Covenants and Conditions dated October 21, 1968, and filed in the Franklin County Court House in Union, Missouri, in Book 257, Page 67 through 75, and that at a meeting of the lot owners duly called and held on January 26, 1974, pursuant to the terms of said instrument the above and foregoing amendment thereto was duly adopted by the concurring vote of the owners of more than fifty-one per cent (51%) of the lots in which Las Brisas Lake Subdivision has been subdivided.

Michael Duval d'Adrian
Michael Duval d'Adrian, Secretary
of the Board of Trustees,
Las Brisas Lake Subdivision

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis, Missouri, the day and year last above written.
My commission expires October 25, 1984.

Helen Huffman
Notary Public
Helen Huffman
State of Missouri, County of St. Louis

My commission expires: October 25, 1984.

Nov 26, 1974

BOOK 379 PAGE 475

Official Ballot Record

PROPOSITION NO. 4

Article VI shall be amended as follows:

Sub-paragraph 2 shall be amended by eliminating the words "on the third Tuesday in January" and substituting in lieu thereof the words "on the 4th Saturday in April".

FOR PROPOSITION NO. 4

AGAINST PROPOSITION NO. 4

Vote your choice by placing (x) in the box in front of your choice.

[Faint handwritten notes and markings]

STATE OF MISSOURI. } ss
County of Franklin.

I, WALTER A MURRAY, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 5th day of March, 1981, at 10 o'clock 45 minutes A.M., and duly recorded on the 5th day of March 1981 in Book 379 Page 474

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid

Walter A Murray, Recorder of Deeds
By Delores Covert, Deputy

RESTRICTIVE COVENANTS AND CONDITIONS PERTAINING
TO A SUBDIVISION OF LAND IN
FRANKLIN COUNTY, MO.

STATE OF MISSOURI }
COUNTY OF FRANKLIN } SS
FILED FOR RECORD
IN THE RECORDER'S OFFICE

1981 OCT 14 AM 11:33

(Reprinted as amended by order of Membership at Special Meeting August 2, 1980, held in Eureka, Missouri) *Walter D. M... RECORDER*

KNOW ALL MEN BY THESE PRESENTS, that whereas, Investors Land Company, Inc., a Missouri Corporation, is the owner of certain real property located in Franklin County, Missouri, and described as follows:

Part of the Northwest one quarter (NW $\frac{1}{4}$) of Section three (3), described as follows: Beginning at the Southeast corner thereof, run thence North 89.21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 $\frac{1}{2}$ East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

WHEREAS, this indenture, made and entered into this 21st day of October, 1968, by and between Investors Land Company, Inc. party of the First Part, hereinafter called "Grantors", and Charles R. Landolt, James Higgins, Harry R. Lepping, Jack R. Lacy, and Raymond E. Niemeyer, parties of the Second Part, hereinafter referred to as "Trustees".

WHEREAS, Grantors are in the process of developing said land into subdivisions for living and recreational purposes and developing a lake and other facilities for living and for the recreational enjoyment by the future lot owners in said subdivision, which said lake will be known as Las Brisas Lake Subdivision, and which said subdivision shall be developed in several parts with a separate plat for each part thereof as it is developed; and

WHEREAS, the Grantors are desirous of promoting and enhancing the value of said tracts of land by stabilizing residential values and establishing facilities and services therein; and

WHEREAS, the Grantors believe that the creation of a trust of certain of the property rights in said tract and of certain use restrictions are the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restriction, not only to all of the land and every parcel hereof as it may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and mutually to benefit, guard and restrict the present or future title holders or occupants of any and all said parcels and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" and jointly or severally for the benefit of all persons who may purchase, hold, or own, from time to time, any of the several lots covered by this instrument.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein in the sum of one Dollar (\$1.00) to Parties of the First Part in hand paid by Parties of the Second Part, the receipt of which is hereby acknowledged and further in consideration of the advantages to accrue to the Parties of the First Part

388-00038
10-14-81

as well as to future owners of said lots and to which said tract may be subdivided, and with the agreement and consent of Parties of the Second Part, to act as Trustees hereunder, the Parties of the First Part agree as follows:

The parties of the First Part shall contemporaneously with the recording of each plated subdivision of the above described land, to grant, bargain, sell, convey, transfer, assign and set over unto the said Trustees, their successors and assigns, all singular and the several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivision together with the lake and dam to be constructed by Grantors, on said above described land and the said Grantors, upon the considerations heretofore recited, does also hereby agree to create, reserve and transfer assign and grant unto the said Trustees, easements for the purposes set forth in Article II hereof, over, across, through and under all of the lots in said subdivision of said land, including all easements, roadways, trails and also including an easement along the lake front for the purpose of spraying said lake, cutting weeds, clearing lake shore and public rightaway for all lot owners in said above described property, to have and to hold all of the foregoing to the Trustees and their successors in trust upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this Indenture.

ARTICLE I

Streets, Roadways and Trails

1. The Trustees shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind of qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, trails, roads or walkways and repair and maintain the dam and lake to be constructed on said above described property.

2. The Trustees shall have the right and power to provide for the plowing or removal of snow from said streets, roadways or trailways.

3. The Trustees shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in or upon the drives, streets, lanes, and roads herein conveyed to them or to be conveyed, or in or upon any other areas of this Las Brisas Lake development area.

4. The Trustees shall have the power and right to provide lights in or on all drives, lanes, circles, streets and roads and on or at all gateways or entrances, or in such other places in or about the area covered by this Agreement, as they may in their judgment determine.

5. The Trustees shall have the right and power to grant easements in, over or under the streets, drives, lanes, trails or roads conveyed to them for any of the purposes set out in Article II hereof. Walkways and trails may be set up and established by the Trustees and maintained by the Trustees for the use of the lot owners, present and future, of said tract subdivided.

ARTICLE II

Utilities

1. The Trustees shall have the right and power to construct, to lease, to purchase, or in any other manner to contract for or provide for sewers or sewerage disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection facilities to serve all or any part of said above described tracts either in their present state or as subdivided.

2. In providing for such services or facilities, the Trustees may themselves make use of or they may convey, transfer or assign whole or partial rights in and to the easements created by this Indenture or easements created and set out on the plats of the subdivision of the within described tract. It is the intention of the Grantors, and they so declare, that the Trustees named in this instrument shall be the Trustees for the entire tract and for any portion thereof that may be subdivided and platted into separate lots.

ARTICLE III

Covenants

1. These covenants and restrictions shall run with the land and shall be binding upon all the lots and all owners in Las Brisas Lake Subdivision and their successors in title for a period of ten years from the date these covenants and restrictions are

recorded, and shall automatically extend for additional periods of five years each, unless at any time, by a vote of the then owners of a majority of the lots in the Subdivision, such covenants and restrictions shall be amended or revoked in whole or in part.

2. The dwelling house shall face the street upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front lot line and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot unless otherwise shown by the building lines on the subdivision plat.

3. All other structures shall be in the rear of the dwelling house and shall be slightly, of neat construction and of a character to enhance the value of the property. A boat house and/or garage may be constructed separately or attached to the dwelling but must be of the same construction material as the dwelling house and the exterior of it must be finished as in the same manner as the dwelling house.

4. When any improvements are erected on any lot purchased in this subdivision the owner shall at the same time construct and install adequate sewerage disposal facilities of approved character by the County or State Board of Health.

5. No debris, trash or unsightly accumulation of materials shall be allowed to remain on the premises and there shall be no outside storage facilities for any of the aforementioned.

6. All material used for the construction of the outside of the dwelling shall be new, and construction must be completed within six (6) months from the commencement of said construction.

7. In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot or tract purchased in this subdivision with less than Seven hundred and fifty (750) square feet of floor space, and said floor space shall be ground level except porches and porticoes and shall include only that actual living space under an inclosed roof. No basement shall be occupied until the dwelling is completed. No trailer or type of mobile home, shall be used for a residence or dwelling. All building must be finished on the outside. All building plans must be approved by the Trustees of said subdivision. The plans for all dwelling houses must receive written approval from the Board of Trustees of this subdivision.

8. No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than three (3) feet long and one (1) foot wide except in the area approved for commercial use.

9. No animals shall be kept, maintained or raised on said premises except house pets which shall be kept on a leash when not on said premises, when not in an inclosure.

10. One (1) horse may be stabled on any lot containing at least one (1) acre in area but not otherwise. Any such stable shall not be erected until the plan therefore and the type of construction and materials to go therein shall have first been approved in writing by the Trustees.

ARTICLE IV

General Powers

1. The Trustees shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lakes, streams, and other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof.

2. The Trustees shall have the right and power to care for and maintain any and all vacant lots and the lake, dam and lakefront in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds and to do any and all other things necessary or desirable in the judgment of the Trustees to keep such vacant and unimproved property and said lake, dam and lakefront neat in appearance and in good order.

3. The Trustees shall have the right and duty to enforce, either in their own names or in the name of any owner within the subdivision any and all restrictions which may now or which may hereafter be imposed upon any of the lots in said subdivision, either in the form as originally placed or as modified subsequently.

4. The Trustees shall have the right and duty to pay all taxes which may be levied against the property herein conveyed to them or any part thereof.

5. Trustees shall have the right and power to construct and maintain such boat dock facilities as they may deem necessary for the use and benefit of owners of lots in said Subdivision.

6. The Trustees shall further have the power to regulate and determine the size of motors to be used on boats on the lake.

ARTICLE V

Assessments

1. The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided:

(a). To make uniform assessments (except as hereinafter provided) of not to exceed Twenty-five Dollars (\$25.00) per lot in any one year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, sewers, utilities, parking spaces, and trees in the cross-walks and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners.

(b) If, at any time, the Trustees shall consider it necessary to make any expenditure requiring an assessment, in addition to the assessments above provided, they shall transmit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for the completion of same and the total assessment required. If such project and the assessment, so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustees, by a Fifty-one percent (51%) majority vote of the owners of all of the lots, the Trustees shall notify all owners of the said tracts of the additional assessments. The limit of Twenty-five Dollars (\$25.00) per lot per year for the general purposes shall not apply to any assessments made under the provisions of this paragraph.

2. All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(a). Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail with postage prepaid or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.

(b). 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 payment is due, it shall bear interest at the rate of eight per cent (8%) per annum, until paid, and such payment 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. 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 or more lots and cause same to be recorded in the office of the Recorder of Deeds of Franklin County, Missouri, and the Trustees may (upon payment) cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at 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 their proceeding, the payments made on account of assessment.

(c). In the event that any assessments are not paid when due, the Trustees are given the further power to institute a suit in a Court of competent jurisdiction to collect the above mentioned assessments, interest, court costs and reasonable attorneys fees; in addition to all other legal and equitable rights, the Trustees shall have the right to institute suit to enforce the lien of the assessment by sale of the lot, and to sell the lot pursuant to order of the court, in which event if the lot is sold the proceeds shall go: first, to pay the expenses of the litigation and the sale, including court costs and a reasonable attorney's fee; second, to pay the assessment and interest thereon; third, if any balance thereafter remains from the proceeds of the sale, such balance shall be paid to the then owner of the lot against which the assessment was levied.

3. The Trustees shall deposit the funds coming into their hands, as Trustees, in a State or National Bank at the best rate of interest obtainable. The Trustees shall designate one of their number as "Treasurer" of the subdivision funds collected under this Instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Trustees.

4. All rights, duties, powers, privileges and acts of every nature and description, which said Trustees might execute or exercise under the terms of this Indenture, may be executed or exercised by a majority of said Trustees unless otherwise provided in this Indenture. No individual acting as Trustee shall at any time be held liable for mistakes of law or of fact, or of both law and fact, or errors of judgment, nor for any loss to any person except through actual fraud or willful misconduct on the part of the Trustee. The Trustees shall have the right to purchase liability insurance covering their actions as Trustees and to pay therefor from the uniform annual assessments provided in Article V hereof.

ARTICLE VI

Organization

1. The Trustees herein named shall serve for terms ending on March 3, 1973. In the event of the death, resignation or inability of any of the five herein named Trustees prior to the expiration of their terms, their successors shall be named by the remaining Trustees, who shall select and appoint a Trustee to fill the unexpired term. With this exception and after the termination of the terms of the original Trustees, as set out hereinabove, successor trustees except in the case of filling a vacancy, shall be elected for terms of three (3) years each, but a successor elected to fill a vacancy, as hereinafter provided, shall be elected for the unexpired term of the Trustees so superseded and the successor trustee shall be elected in the manner hereinafter provided.

2. There shall be an Annual Meeting of lot owners at a convenient place in Franklin County or St. Louis County, for the purpose of electing Trustees or for the transaction of such other business as may properly come before said meeting on the third Tuesday in January in each year, beginning in the year 1974 and each year thereafter. Notice of the meeting shall be given by insertion of a notice in a newspaper circulated in Franklin County, Missouri, at least seven (7) days before the date of the meeting, or at the election of the Trustees notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said Annual Meeting.

3. Successors to the Trustees whose terms have expired shall be elected by the lot owners at the Annual Meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing at once and by force of this Indenture, succeed to be vested with and possessed and enjoyed as a joint tenant, but not as a tenant in common, with the remaining Trustee or Trustees, all of the estate, rights, interest privileges and powers by this Indenture granted to his or their predecessor. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any Annual or Special Meeting, as provided for above. In the event any Trustee named herein, with the exception of the original Trustees, who shall be replaced as set forth in paragraph 1 hereof, named herein or elected hereunder, shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this Indenture; Then and thereupon, it shall be the duty of the survivor of remaining Trustees to select a successor to fill the unexpired term of such deceased or incompetent Trustees. Any business relevant or pertinent to the affairs of the Las Brisas Lake property or subdivision hereof may and shall be transacted at any Annual or Special Meeting described above. A majority of the lot owners or Board of Trustees respectively shall constitute a quorum at the respective meeting of each.

4. At each Annual Meeting, the Trustees shall render an account of all money received, disbursed and held by them during and at the end of the preceding calendar year.

ARTICLE VII

Reservation or Expenditures

The Parties of the First Part, Grantors herein, reserve the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, poles, wires, streets, street lights, roads, recording fees, subdivision fees and consul-

tation fees or any other fees, charges or expenses incurred with respect to the creation of the subdivision or subdivisions of the above described tract.

ARTICLE VIII

Amendments

1. For and during a period of five (5) years commencing with the date hereof, the provisions of the Indenture may be modified or amended by the joint and concurrent action of the Grantors and Trustees hereunder.

2. From and after five (5) years from the date hereof, this Indenture may be modified or amended by a vote of the owners of not less than fifty per cent (50%) of the lots into which this tract may be subdivided.

3. From and after that (1) 5. year period or after the year 1973 this Indenture may be modified, amended or terminated by the concurring vote of the owners of not less than fifty-one per cent (51%) of the lots in which said tracts shall be subdivided.

4. Notwithstanding any other provision hereof, whenever the term "owner" is used herein, such term shall include not only the owner of fee simple title, but also a bona fide lot buyer under a valid Contract for Deed, and a person shall be entitled to vote for any purpose provided in this Indenture if he is either an owner of fee simple title or bona fide lot buyer under a valid Contract for Deed. Each person voting may cast one vote for each lot owned or being purchased by such person under a valid Contract for Deed, and each vote may be cast in person or by written proxy signed by such person, provided however that no person shall be entitled to vote unless he or she shall have fully paid all assessments which have been lawfully made by the Trustees against his or her property. Whenever a majority vote is required, the majority shall be defined as more than fifty per cent of the votes cast.

ARTICLE IX

Each covenant, condition and provision contained herein shall be severable, and invalidation of any such covenant, condition or provision by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Parties of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

THESE RESTRICTIONS ARE ON
FILE AT THE FRANKLIN COUNTY
COURT HOUSE IN UNION, MO
IN BOOK 257, Page 67 THRU 75

AMENDMENTS FILED
IN BOOK 379, Page 466 THRU 476

THIS COPY WITH CORRECTIONS
AND AMENDMENTS IS RECORDED
IN BOOK , Page Thru

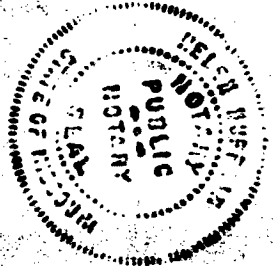
STATE OF MISSOURI)
) SS
County of St. Louis)

On this 21st day of September, 1981, before me personally appeared Michael V. Duval d'Adrian to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as the secretary of the Board of Trustees established under the Las Brisas Lake Trust Indenture, Restrictive Covenants and Conditions dated October 21, 1968, and filed in the Franklin County Court House in Union, Missouri, in Book 257, Page 67 through 75, and that at a meeting of the lot owners duly called and held on August 2, 1980, pursuant to the terms of said instrument certain Restrictive Covenants and conditions thereto were duly adopted by the concurring vote of the owners of more than fifty-one per cent (51%) of the lots in which Las Brisas Lake Subdivision has been subdivided, and filed in Franklin County Court House in Union, Missouri, in Book 379, Page 466 thru 476. The above and foregoing is a retyping, integrating the prior revisions.

Michael V. Duval d'Adrian
Michael V. Duval d'Adrian, Secy
of the Board of Trustees,
Las Brisas Lake Subdivision

State of Missouri
County of St. Louis

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis, Missouri, the day and year last above written.



Helen Huffman
Notary Public Helen Huffman
State of Missouri, County of St. Louis

My commission expires: **October 25, 1984**

This updated copy of the current Restrictive Covenants and Conditions of Las Brisas Lake Trust Indenture are recorded in the Franklin County Court House in Union, Missouri, in Book _____, Page _____ through _____.

For Business Only, Big 8 T. m. m. m.

10/17/20

STATE OF MISSOURI, } ss.
County of Franklin,

I, WALTER A. MURRAY, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 14th day of October, 1901, at 11 o'clock 33 minutes A. M., and duly recorded on the 14th day of Oct., 1901, in Book 388, Page 38.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

Walter A. Murray, Recorder of Deeds
by Marie C. Hagler, Deputy

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

STATE OF MISSOURI
COUNTY OF FRANKLIN
FILED FOR RECORD
IN THE RECORDER'S OFFICE

1988 FEB -8 PM 1:19

OFFICIAL REPORT of the Ballot Committee for the mail balotting ending August 1, 1987, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County, Missouri, concerning the increase in the annual assessment per lot at Las Brisas by five dollars (\$5) beginning with the 1988 assessment. *recorded in Book 257 Page 67 and amended in Book 379, PAGE 466

Article V, Paragraph 1, subParagraph (a) and (b) to read:

"(a) To make uniform assessments (except as hereinafter provided) of not to exceed Thirty Dollars(\$30.00) per lot in any one year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, sewers, utilities, parking spaces, and trees in the cross-walks and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners.

(b) If, at any time, the Trustees shall consider it necessary to make any expenditure requiring an assessment, in addition to the assessments above provided, they shall transmit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for the completion of same and the total assessment required. If such project and the assessment, so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustees, by a Fifty-one percent (51%) majority vote of the owners of all of the lots, the Trustees shall notify all owners of the said tracts of the additional assessments. The limit of Thirty Dollars (\$30.00) per lot per year for the general purposes shall not apply to any assessments made under the provisions of this paragraph."

Total platted lots 607
Less Park & Beach 53
554
Lots ineligible to vote due to non-payment 95
459
Majority "Yes" needed 230

"Yes" ballots received 237
(1 "Yes" ballot rec'd after 8/1/87)

AMENDMENT CHANGE PASSED

Juan Rivas
JUAN RIVAS, PROPERTY OWNER
Marguerite Ockrassa
MARGUERITE OCKRASSA, PROPERTY OWNER
Robert Rivas BOARD OF TRUSTEES
OF LAS BRISAS LAKE SUBDIVISION
Robert Rivas, TRUSTEE

STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS

On this 3rd day of Feb 1988, before me, John Weaver,

a Notary Public, personally appeared JUAN RIVAS, MARGUERITE OCKRASSA, ROBERT RIVAS known to me to be the persons described in and who executed the foregoing Change In Restrictions, and acknowledged that they executed the same as their free act and deed. AS SAID PROPERTY OWNERS AND TRUSTEE

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires: 2-5-89
* AS PROPERTY OWNERS



* * TRUSTEE OF LAS BRISAS LAKE SUBDIVISION

John Weaver
Notary Public

514 00245
2-8-88

1235

Paul Debraun

Mr. Paul Debraun
26. 7. 00
No. 00

STATE OF MISSOURI)
County of Franklin,)

I, Laura E. McKeever, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 8th day of Feb 1938 at 1:19 o'clock P. M. and duly recorded in Book 514 Page 245 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal at my office in Union, the date aforesaid.

Laura E. McKeever, Recorder of Deeds
By Joeda Stalcup, Deputy

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

OFFICIAL REPORT of the Ballot Committee for the mail balloting ending June 1, 1995, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, concerning changing the minimum square footage restrictions to 1200 square feet of living space plus a garage beginning August 28, 1995. Recorded in Book 257 Page 67.

Article 111, Paragraph 7 to read:

In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot or tract purchased in this subdivision with less than Twelve hundred (1,200) square feet of floor space, and said floor space shall be ground level except porches and porticoes and shall include only actual living space under an enclosed roof. The dwelling must also include a garage. No basement shall be occupied until the dwelling is completed. No trailer or type of mobile home, shall be used for a residence or dwelling. All building must be finished on the outside. All building plans must be approved by the Trustees of said subdivision. The plans for all dwelling houses must receive written approval from the Board of Trustees of this subdivision.

Total platted lots. 607 "Yes" ballots received 197
Less Park & Beach <64>

Lots ineligible to vote due to non payment . <170>

Majority "Yes" needed: 51%
Majority "Yes" received: 53 %

AMENDMENT CHANGE PASSED

Dianna Brannan
Dianna Brannan, Trustee

Michael Brennan
Michael Brennan, Trustee

Jim Smith
Jim Smith, Trustee

Las Brisas Lakes Subdivision

STATE OF MISSOURI)
COUNTY OF FRANKLIN)
FILED FOR RECORD
IN THE RECORDERS OFFICE

95 NOV 13 PM 3:12

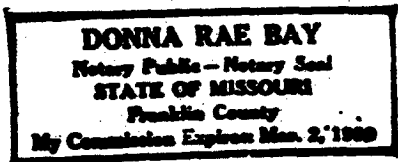
SHARON L. BIRKMAN
RECORDER

STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS

On this 11 day of ~~November~~ ¹⁹⁹⁵ before me Donna Rae Bay a Notary Public, personally appeared above 3 signatures in person known to me to be the persons described in and who executed the foregoing Change In Restrictions, and acknowledged that they executed the foregoing Change In Restrictions, and acknowledged that they executed the same as their free act and deed, as said property owners and trustee.

Las Brisas Lakes Subdivision
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires:



Donna Rae Bay
Notary Public

8996746
- 11-13-95

21.00
449

Part of the Northwest one quarter (NW $\frac{1}{4}$) of Section three (3), described as follows: Beginning at the Southeast corner thereof, run thence North 89 21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 $\frac{1}{2}$ East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section Three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section Three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

STATE OF MISSOURI }
 County of Franklin }

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 13th day of Nov., 1995, at 3:12 o'clock P. M., and duly recorded in Book 899, Page 746 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
 By Pamela Schallerberg, Deputy

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

OFFICIAL REPORT of the Ballot Committee for the mail balloting ending November 1, 1996, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, concerning changing the minimum square footage restrictions to 1500 square feet of living space plus a garage beginning November 1, 1996. Recorded in Book 257 Page 67, and amended in book 899 page 746.

Article 111, Paragraph 7 to read:

In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot or tract purchased in this subdivision with less than Fifteen hundred (1,500) square feet of floor space, and said floor space shall be ground level except porches and porticoes and shall include only actual living space under an enclosed roof. The dwelling must also include an attached garage. No basement shall be occupied until the dwelling is completed. No trailer or type of mobile home shall be used for a residence or dwelling. All building must be finished on the outside. All building plans must be approved by the Trustees of said subdivision. The plans for all dwelling houses must receive written approval from the Board of Trustees of this subdivision.

Article VIII, Paragraph 4 to read:

Notwithstanding any other provision hereof, whenever the term "owner" is used herein, such term shall include not only the owner of fee simple title, but also a bona fide lot buyer under a valid Contract for Deed, and a person shall be entitled to vote for any purpose provided in this Indenture if he is either an owner of fee simple title or bona fide lot buyer under a valid Contract for Deed. Each person voting may cast one vote for each lot owned or being purchased by such person under a valid Contract for Deed, and each vote may be cast in person or by written proxy signed by such person, provided however that not person shall be entitled to vote unless he or she shall have fully paid all assessments which have been lawfully made by the Trustees against his or her property. Whenever a majority vote is required, the majority shall be defined as more than fifty per cent of the votes cast.

Total "yes" votes 187

Total "no" votes 76

Majority "Yes" needed: 51%
Majority "Yes" received 71%

AMENDMENT CHANGE PASSED

Michael Brennan

* Michael Brennan

Jimmy Smith

* Jimmy Smith

Dianna C. Brennan

* Dianna C. Brennan

TRUSTEES OF LAS BRISAS LAKE SUBDIVISION

RECORDED
SHARON L. BIRKMAN
97 FEB -4 PM 2:31

060229

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN

On this 15 day of February, 1997 before me Donna Rae Bay a Notary Public, personally appeared * above 3 signatures in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the foregoing Change in Restrictions, and acknowledged that they executed the same as their free act and deed, as said property owners and trustee Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires:

DONNA RAE BAY
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires Nov. 2, 1998

Notary Public

Donna Rae Bay

983-840
2-4-97

21.00
OK # 1260
②

PO Box

of the Missouri State Board of Trustees

Part of the Northwest one quarter (NW $\frac{1}{4}$) of Section three (3), described as follows: Beginning at the Southeast corner thereof, run thence North 89.21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 $\frac{1}{2}$ East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

STATE OF MISSOURI }
County of Franklin.

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 4th day of February, 1977 at 2:31 o'clock P. M., and duly recorded in Book 983 Page 841 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
By Jania Huff, Deputy

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

County Missouri, concerning a \$500 non-refundable Road Deposit on new construction. Recorded in Book 257 Page 67 , amended in Book 379 Page 466 .

Article III Paragraph 11 to read:

As of April 30, 1997 any new construction applicants must pay a five hundred dollars (\$500) non-refundable road deposit to the Board of Trustees. This will help pay for road repairs due to damage from heavy construction equipment.

Total votes received	307
Total "Yes" votes	241
Total "No" votes	66
Majority "Yes" needed	51%
Majority "Yes" received	79%

RECORDED
SHARON L. BIRKMAN
97 MAY 12 PM 3:11

AMENDMENT CHANGE PASSED

Michael Brennan
Michael Brennan, Trustee

Jimmy Smith
Jimmy Smith, Trustee

Michael Wilding
Michael Wilding, Trustee

LAS BRISAS LAKE SUBDIVISION

0688039

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN

On this 9th day of May, 1997 before me Donna Rae Bay a Notary Public, personally appeared above 3 signatures, Michael Brennan, Jimmy Smith, Mike Wilding, in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the foregoing Change in Restrictions and acknowledged that they executed the same as their free act and deed, as said property owners and trustee Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires:

DONNA RAE BAY
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires Mar. 2, 1999

Notary Public Donna Rae Bay
1001-814
5-12-97

Part of the Northwest one quarter (1/4) of Section Three (3), Township 43 North, Range Two (2) East of the 5th p.m., containing as follows: Beginning at the Southeast corner thereof, run thence North 89 21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 1/2 East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section Three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section Three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

PLAT BOOK K PAGE 20, PLAT BOOK K PAGE 21, PLAT BOOK K PAGE 22,
 PLAT BOOK K PAGE 42, PLAT BOOK K PAGE 50, PLAT BOOK K PAGE 51,
 PLAT BOOK K PAGE 57, PLAT BOOK L PAGE 50, PLAT BOOK L PAGE 62

C# 696

STATE OF MISSOURI, }
 County of Franklin, }

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 12th day of May, 197, at 3:11 o'clock P M., and duly recorded in Book 1001, Page 816 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
 By Pamela Schallenberg, Deputy

CHANGES IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

OFFICIAL REPORT of the Ballot Committee for the mail balloting ending April 30, 1997, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, concerning set backs from side and rear property lines. Recorded in Book 257 Page 67

Article III paragraph 2 to read:

The dwelling house shall face the street upon which the lots fronts and no part thereof shall be nearer than twenty-five(25) feet from the front lot line and the distance from each side line and rear line shall be no closer than twenty five (25) feet from the dwelling.,

Total votes received 307

Total "Yes" votes 260

Total "No votes 47

Majority "Yes" needed 51%

Majority "Yes" received 85%

RECORDED
SHARON L. BIRKMAN
97 MAY 12 PM 3:11

AMENDMENT CHANGE PASSED

Michael Brennan
Michael Brennan, Trustee

Jimmy Smith
Jimmy Smith, Trustee

Michael Wilding
Michael Wilding, Trustee
LAS BRISAS LAKE SUBDIVISION

068040
STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS

On this 9 day of May, 1997 before me Donna Rae Bay a Notary Public, personally appeared above 3 signatures, Michael Brennan, Jimmy Smith, Mike Wilding, in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the foregoing Change in Restrictions and acknowledged that they executed the same as their free act and deed, as said property owners and trustee Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires:



Notary Public

Donna Rae Bay
1001-00818
5-12-97

Part of the Northwest one quarter (NW¹) of Section Three (3), Township Forty-three (43) North, Range Two (2) East of the 5th p.m., containing 80 acres, more or less. Beginning at the Southeast corner thereof, run thence North 89 21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 1/2 East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section Three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section Three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

PLAT BOOK K PAGE 20, PLAT BOOK K PAGE 21, PLAT BOOK K PAGE 22,
 PLAT BOOK K PAGE 42, PLAT BOOK K PAGE 50, PLAT BOOK K PAGE 51,
 PLAT BOOK K PAGE 57, PLAT BOOK L PAGE 50, PLAT BOOK L PAGE 62

CL # 696

STATE OF MISSOURI, } ss.
 County of Franklin, }

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 12th day of May, 1997, at 3:11 o'clock P M., and duly recorded in Book 1001, Page 818 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
 By Pamela Schellenberg, Deputy

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

County Missouri, concerning individual sewage treatment systems in Las Brisas Lake Subdivision. Recorded in Book 257 Page 67..

Article III, Paragraph 4 to read:

When any improvements are erected on any lot purchased in this subdivision the owner shall at the same time construct and install adequate sewage disposal facilities of approved character by the County or State Board of Health. All drainage fields from onsite sewage systems must be at least 100 feet from the lake.

Total votes received 307

Total "Yes" votes 284

Total "No" votes 23

Majority "Yes" needed 51%

Majority "Yes" received 93%

RECORDED
SHARON L. BIRMAN
97 MAY 12 PM 3:11

AMENDMENT CHANGE PASSED

Michael Brennan

Michael Brennan, Trustee

Jimmy Smith

Jimmy Smith, Trustee

Michael Wilding

Michael Wilding, Trustee

LAS BRISAS LAKE SUBDIVISION

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN

On this 9th day of May, 1997 before me Donna Rae Bay a Notary Public, personally appeared above 3 signatures, Michael Brennan, Jimmy Smith, Mike Wilding, in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the foregoing Change in Restrictions and acknowledged that they executed the same as their free act and deed, as said property owners and trustee Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires:



Notary Public Donna Rae Bay
1001-820
5-12-97

... of the Northwest one quarter (NW) of Section
 ...
 ... corner thereof, run thence North 89 21 ft.
 West 21.30 chains to property line, run thence North
 46 ft. East 37.44 chains, run thence South 86 1/2 East
 21.31 chains to subdivision line, run thence South
 37.44 chains to the place of beginning, containing
 80 acres; reference being made to surveyor's record
 Vol. 2A, page 162 and record Vol. 4, page 151. The
 West half of Lot two (2) of the Northeast Quarter of
 Section three (3), containing 54.16 acres, more or
 less. The Northwest Quarter of the Southeast Quarter
 of Section Three (3), containing 40 acres, more or less.
 The West onehalf of Lot One (1) of the Northeast
 Quarter of Section Three (3), excepting the East 400 ft.
 thereof. All in township forty-three (43) North, Range
 Two (2) East of the 5th p.m. and containing in the
 aggregate 200 acres more or less. Together with the
 right of ingress and egress over a strip of ground of
 the uniform width of forty (40) ft. across the East
 400 ft. of the West onehalf of Lot One (1) of the
 Northeast Quarter in Section 3, Township 43, North,
 Range Two (2) East of the 5th p.m., the same being an
 extension of Skyline Drive. The grantors reserve unto
 themselves, their heirs and assigns the right to also
 use said forty (40) foot roadway and take right to
 grant others the use of the same.

PLAT BOOK K PAGE 20, PLAT BOOK K PAGE 21, PLAT BOOK K PAGE 22,
 PLAT BOOK K PAGE 42, PLAT BOOK K PAGE 50, PLAT BOOK K PAGE 51,
 PLAT BOOK K PAGE 57, PLAT BOOK L PAGE 50, PLAT BOOK L PAGE 62

ck # 696

STATE OF MISSOURI, } ss.
 County of Franklin, }

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify
 that the foregoing instrument of writing was filed for record on the 12th day of
May, 1997, at 2:11 o'clock P M., and duly
 recorded in Book 1001, Page 820 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in
 Union, the date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
 By [Signature], Deputy

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

OFFICIAL REPORT of the Ballot Committee for the mail balloting ending November 1, 1996, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, * concerning the increase in the annual assessments per lot at Las Brisas by five dollars (\$5) beginning with the 1997 assessment. *recorded in Book 257 Page 67 and amended in book 379, page 468 and book 514 page 245. *BOOK 388 PAGE 38

Article V, Paragraph 1, subParagraph (a) to read:

"(a) To make uniform assessments (except as hereinafter provided) of not to exceed Thirty-Five Dollars (\$35.00) per lot in any one year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, sewers, utilities, parking spaces, and trees in the cross-walks and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners.

Article VIII, Paragraph 4 to read:

4. Notwithstanding any other provision hereof, whenever the term "owner" is used herein, such term shall include not only the owner of fee simple title, but also a bona fide lot buyer under a valid Contract for Deed. Each person voting may cast one vote for each lot owned or being purchased by such person under a valid Contract for Deed, and each vote may be cast in person or by written proxy signed by such person, provided however that not person shall be entitled to vote unless he or she shall have fully paid all assessments which have been lawfully made by the Trustees against his or her property. Whenever a majority vote is required, the majority shall be defined as more than fifty per cent of the votes cast.

Total "Yes" votes cast 156

Total "No" votes cast 109

Majority "Yes" needed 51%

Majority "Yes" received 59%

AMENDMENT CHANGE PASSED

Michael J. Brennan
** Michael Brennan
Jimmy Smith
** Jimmy Smith
Dianna C. Brannan
** Dianna C. Brannan
TRUSTEES OF
LAS BRISAS LAKE SUBDIVISION

RECORDED
SHARON L. BIRKMAN

060228

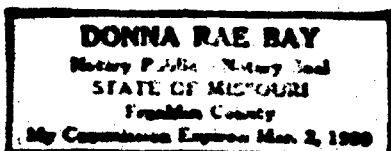
97 FEB -4 PM 2:31

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN

On this 1st day of February, 1997 before me Donna Rae Bay a Notary Public, personally appeared ** above 3 signatures in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the foregoing Change in Restrictions and acknowledged that they executed the foregoing Change in Restrictions, and acknowledged that they executed the same as their free act and deed, as said property owners and trustee Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My Commission Expires:

Notary Public *Donna Rae Bay*
983-838
2-497



983 RA 839

21.00
CK# 12620
③

The Board of Equalization

Part of the Northwest one quarter (NW $\frac{1}{4}$) of Section three (3), described as follows: Beginning at the Southeast corner thereof, run thence North 89.21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 $\frac{1}{2}$ East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

STATE OF MISSOURI }
County of Franklin }

I, Sharon L. Birman, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 4th day of February, 1971, at 2:31 o'clock P. M., and duly recorded in Book 983, Page 838 on said date.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal, at my office in Union, the date aforesaid.

SHARON L. BIRMAN, Recorder of Deeds
By Jana Huff, Deputy

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

PAGES: 2
FEE: 26.00
REFERENCE #: 270612
DATE: 01-07-2003
TIME: 3:59 PM
BOOK #: 1501
PAGE #: 01401
CUSTOMER NAME:



LAS BRISAS LAKE

CK 8044 (121.00) 26.00

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

OFFICIAL REPORT of the Ballot Committee for the mailing balloting ending April 15, 2001, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, concerning the use of one trash removal service, to be determined by the Board of Trustees, to be authorized to service residents of Las Brisas Lake Subdivision, in an effort to limit the number of heavy trucks in the subdivision and prevent deterioration of road conditions. Recorded in Book 257 Page 67 and amended in Book 370 Page 466.

Article III, Paragraph 12 to read:

As of April 15, 2001, all residents within Las Brisas Lake Subdivision shall use the trash removal service that has been authorized by the Board of Trustees. All residents using one service will limit the number of heavy trucks in the subdivision and prevent deterioration of road conditions.

Total "Yes" votes cast 159
Total "No" votes cast 35
Majority "Yes" needed 51%
Majority "Yes" received 82%

AMENDMENT CHANGE PASSED

-- Eric Eggers, President

-- Dianna C. Brannan, Treasurer
Las Brisas Lake Subdivision

Legal - see page 2

State of Missouri)
County of Franklin) SS

On this 33rd day of December 2002 before me Diana Colter a Notary Public, personally appeared above 2 signatories a person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the same as their free act and deed, as said property owners and trustees of Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year last above written.

My commission expires: 8-19-06



Diana J Colter

DIANA J. COLTER
Notary Public - State of Missouri
County of Franklin
My Commission Expires Aug. 19, 2006

* Eric Eggers
* Dianna Brannan

1501-01401
1-7-03

Legal:

Part of the Northwest one quarter (NW $\frac{1}{4}$) of Section three (3), described as follows: Beginning at the Southeast corner thereof, run thence North 89 21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 $\frac{1}{2}$ East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section Three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section Three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

PLAT BOOK K PAGE 20, PLAT BOOK K PAGE 21, PLAT BOOK K PAGE 22,
 PLAT BOOK K PAGE 42, PLAT BOOK K PAGE 50, PLAT BOOK K PAGE 51,
 PLAT BOOK K PAGE 57, PLAT BOOK L PAGE 50, PLAT BOOK L PAGE 62

PAGES: 2
FEE: 25.00
REFERENCE #: 270613
DATE: 01-07-2003
TIME: 3:59 PM
BOOK #: 1501
PAGE #: 01403
CUSTOMER NAME:



LAS BRISAS LAKE

CK 8044 (121.00) 26.00

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION


OFFICIAL REPORT of the Ballot Committee for the mailing balloting ending April 30, 2002, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, concerning the increase in the annual assessments per lot at Las Brisas by five dollars (\$5) beginning with the 2003 assessment. Recorded in Book 257 Page 67 and amended in Book 379 Page 466 and Book 514 Page 245 and Book 388 Page 38 and Book 983 Page 838.


Article V, Paragraph 1, subParagraph (a) to read:

- (a) To make uniform assessments (except as hereinafter provided) of not to exceed Forty Dollars (\$40.00) per lot in any one year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, sewers, utilities, parking spaces, and trees in the cross-walks and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners.

Total "Yes" votes cast	196
Total "No" votes cast	102
Majority "Yes" needed	51%
Majority "Yes" received	66%

AMENDMENT CHANGE PASSED


Eric Eggers, President


Dianna C. Brannan, Treasurer
Las Brisas Lake Subdivision

Legal - see page 2

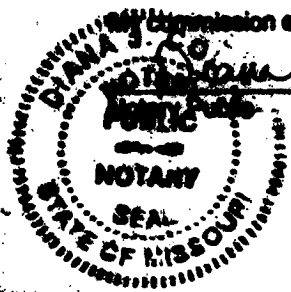
State of Missouri


) SS

County of Franklin

On this 23rd day of December, 20 02 before me Diana Colter a Notary Public, personally appeared above 2 signatures in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the same as their free act and deed, as said property owners and trustees of Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year last above written.

My Commission expires: 8-19-06




Diana J. Colter

DIANA J. COLTER
Notary Public - State of Missouri
County of Franklin
My Commission Expires Aug. 19, 2006

* Eric Eggers
* Dianna Brannan

1501-1403
1-7-03

Legal.

Part of the Northwest one quarter (NW $\frac{1}{4}$) of Section three (3), described as follows: Beginning at the Southeast corner thereof, run thence North 89 21 ft. West 21.30 chains to property line, run thence North 46 ft. East 37.44 chains, run thence South 86 $\frac{1}{2}$ East 21.31 chains to subdivision line, run thence South 37.44 chains to the place of beginning, containing 80 acres; reference being made to surveyor's record Vol. 2A, page 162 and record Vol. 4, page 151. The West half of Lot two (2) of the Northeast Quarter of Section three (3), containing 54.16 acres, more or less. The Northwest Quarter of the Southeast Quarter of Section Three (3), containing 40 acres, more or less. The West onehalf of Lot One (1) of the Northeast Quarter of Section Three (3), excepting the East 400 ft. thereof. All in township forty-three (43) North, Range Two (2) East of the 5th p.m. and containing in the aggregate 200 acres more or less. Together with the right of ingress and egress over a strip of ground of the uniform width of forty (40) ft. across the East 400 ft. of the West onehalf of Lot One (1) of the Northeast Quarter in Section 3, Township 43, North, Range Two (2) East of the 5th p.m., the same being an extension of Skyline Drive. The grantors reserve unto themselves, their heirs and assigns the right to also use said forty (40) foot roadway and take right to grant others the use of the same.

PLAT BOOK K PAGE 20, PLAT BOOK K PAGE 21, PLAT BOOK K PAGE 22,
 PLAT BOOK K PAGE 42, PLAT BOOK K PAGE 50, PLAT BOOK K PAGE 51,
 PLAT BOOK K PAGE 57, PLAT BOOK L PAGE 50, PLAT BOOK L PAGE 62

SHARON L. BIRKMAN
RECORDER OF DEEDS
FRANKLIN COUNTY
MISSOURI

FEES: \$27.00
REFERENCE # 2003-34182
DATE: 12/30/2003
TIME: 02:23PM



OK 3580 2700

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

Date December 3, 2003

OFFICIAL REPORT of the Ballot Committee for the mailing balloting ending May 30, 2003, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, concerning a change in the building fee to a \$1,500 building fee, with \$500 non-refundable and \$1,000 refundable upon completion of construction in accordance with the Las Brisas covenant. Recorded in Book 257 Page 67 and amended in Book 379 Page 466 and Book 514 Page 245 and Book 388 Page 38 and Book 983 Page 838.

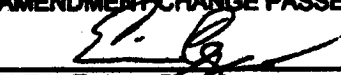
Article III, Paragraph 11 to read:


As of May 30, 2003, any new construction applicants must pay a \$1,500 building fee to the Board of Trustees. Of this fee, \$500 will be non-refundable and will be deposited into the Board's account to be spent at their discretion for subdivision business. Of this fee, \$1,000 will be refundable upon completion of construction in accordance with the Las Brisas covenant. If the new construction is not completed in accordance with the Las Brisas covenant, the \$1,000 refundable portion of the building fee becomes non-refundable and will be deposited into the Board's account to be spent at their discretion for subdivision business.

Legal - see page 2

Total "Yes" votes cast	141
Total "No" votes cast	12
Majority "Yes" needed	51%
Majority "Yes" received	92%

AMENDMENT CHANGE PASSED

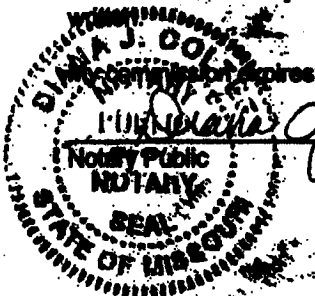

 Grantor ** Eric Eggers, President

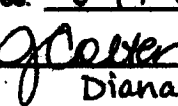

 ** Dianna C. Brannan, Treasurer
 Las Brisas Lake Subdivision

State of Missouri) SS
County of Franklin

On this 10th day of December, 2003, before me Diana J. Colter a Notary Public, personally appeared above 2 signatures (Eric Eggers and Dianna Brannan) in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the same as their free act and deed, as said property owners and trustees of Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year last above

My Commission Expires: 8-19-06
DIANA J. COLTER
Notary Public - State of Missouri
County of Franklin
My Commission Expires Aug. 19, 2006




Diana J. Colter

2003-34182
12-30-03

Las Brisas Lake Plat 1 - BK K PG 20
Las Brisas Lake Plat 1 AMD - BK L PG 48
Las Brisas Lake Plat 2 - BK K PG 21
Las Brisas Lake Plat 3 - BK L PG 50
Las Brisas Lake Plat 3 AMD - BK L PG 62
Las Brisas Lake Plat 3 Preliminary - BK K PG 22
Las Brisas Lake Plat 4 - BK K PG 42
Las Brisas Lake Plat 5 - BK K PG 57
Las Brisas Lake Plat 6 - BK K PG 50
Las Brisas Lake Plat 7 - BK K PG 51

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



PAGES: 1
FEE: \$24.00
REFERENCE # 0600383
DATE: 01/06/2006
TIME: 09:16AM

B

cash 24⁰⁰

CHANGE IN RESTRICTIONS GOVERNING LAS BRISAS LAKE SUBDIVISION

OFFICIAL REPORT of the Ballot Committee for the mailing balloting ending January 5, 2006, to amend the Restrictive Covenants and Conditions Pertaining to a Subdivision of Land in Franklin County Missouri, concerning the fact that no mobile homes, modular homes or manufactured homes may be placed, installed, or constructed within the subdivision. Recorded in Book 257 Page 67 and amended in Book 379 Page 466.

Article III, add Paragraph 13 to read:

As of January 6, 2006, no mobile homes, modular homes or manufactured homes may be placed, installed, or constructed within the subdivision, and all houses shall be custom built on site using new brick, stone, shingles, wood siding or such other materials as may be approved by the trustees prior to commencement of construction.

Total "Yes" votes cast	251		
Total "No" votes cast	5		
Majority "Yes" needed	51%		
Majority "Yes" received	98%		
BK-K	PG 20	BK-K	PG 42
BK-L	PG 48	BK-K	PG 57
BK-K	PG 21	BK-K	PG 50
BK-L	PG 50	BK-K	PG 51
BK-L	PG 62		
BK-K	PG 22		

AMENDMENT CHANGE PASSED

Loren Jones
** Loren Jones, President

Charles Lancaster
** Charles Lancaster, Board Member
Las Brisas Lake Subdivision

State of Missouri

) SS

County of Franklin

On this 5th day of January, 2006 before me Diana J. Colter a Notary Public, personally appeared above 2 signatures in person known to me to be the persons described in and who executed the foregoing Change in Restrictions and acknowledged that they executed the same as their free act and deed, as said property owners and trustees of Las Brisas Lake Subdivision IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year last above written.

My commission expires: 8-19-2006

Diana J. Colter
Notary Public
DIANA J. COLTER

DIANA J. COLTER
Notary Public - State of Missouri
County of Franklin
My Commission Expires Aug. 19, 2006

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

BOOK 255 PAGE 345

STAMPED AREA: STATE OF MISSOURI, COUNTY OF [unclear], 1968-11-03, 11:01 AM, RECEIVED

that Investors Land Company, Inc.

for LE self ITS heirs, successors and assigns (hereinafter called "Grantor"), for and in consideration of the sum of One Dollars (\$ 1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY, a Missouri corporation, its successors, assigns, licensees and tenants (hereinafter called "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of, and patrol an electric or telephone and communication line or lines, or both, consisting of poles, guys, anchors, wires, cables, fixtures, and appurtenances thereto, including transformers, on, over, across, or under the following described land, to-wit:

Las Brisas Lakes, located in Section 3, Township 43 N Range 2 E

[Large blank area for additional land description]

with the right of ingress and egress to and over the above described premises and the premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim or cut down or cause to be trimmed or cut down at any time and from time to time, any and all brush, saplings, trees, overhanging branches or other obstructions upon said premises and the premises of Grantor adjoining the same which may be deemed to interfere with the construction, maintenance or use of, or endanger the safety of, said line or lines, and the right to license, permit or otherwise agree to the use or occupancy of said line or lines by any other person, association or corporation for electric, telephone and communication purposes; and with the further right to remove at any time any or all of the said line or lines, and appurtenances thereto, erected upon, over or under said land by virtue hereof.

Grantor, further, ITS heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that LE is the owner of the above described land and has full right and authority lawfully to grant this easement; (2) that Grantee may quietly enjoy the premises for the purposes herein stated; and (3) that LE will not create or permit any obstruction of any kind or character that will interfere with the successful operation and maintenance of said line or lines for any of the purposes aforesaid.

Along property lines and ten feet adjacent thereto.

IN WITNESS WHEREOF, [unclear] have hereto set [unclear] and seal at [unclear] this [unclear] day of [unclear] 1968.

[Signature lines for Grantor]

IN WITNESS WHEREOF, [unclear] do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of [unclear] State of Missouri.

[Signature lines for Notary]

BOOK 255 PAGE 945

STATE OF MISSOURI

Husband & Wife

_____ of _____ ss.

On this _____ day of _____, 19____, before me personally appeared _____ and _____ his wife, 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.

My Commission expires _____

Notary Public.

STATE OF MISSOURI

Single Individual

_____ of _____ ss.

On the _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same as their free act and deed and the said _____ further declared _____ to be single and unmarried.

My Commission expires _____

Notary Public.

STATE OF MISSOURI

COMPARED

Corporation

_____ of _____ ss.

On this 11th day of August, 1968, before me appeared Jack P. Tracy to me personally known, who, being by me duly sworn, did say that he is the President of Investors Loan Company Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Jack P. Tracy acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires 7-4-71

Sandra E. Cobby
Notary Public.

State of Missouri
County of Franklin

Lee J. Koelling

Recorder of Deeds, Writs and for said County and State, do hereby certify that the foregoing instrument of which was filed for record

on the 15th day of _____, 19____, by _____ and _____ and duly recorded on the 15th day of _____, 19____, in Book 255, Page 945.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of my office in Union, the date aforesaid.

Lee J. Koelling

Pd 417.00 by check
Southwestern Bell
#454296



Southwestern Bell - EASEMENT FOR UNDERGROUND FACILITIES

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of Ten and 00/100-----Dollars, (\$ 10.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors, assigns and licensees, a permanent easement to construct, operate, maintain, inspect, replace and remove such underground telecommunication systems and lines, and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and under a strip of land 10'X10' feet in width, across Grantors' land situated in Franklin County, State of Missouri, and described as follows:

Part of Lot 38 of Las Brisas Lake Subdivision Plat 4, as per plat of record in Plat Book K, Page 42, Recorder of Deeds office, Union, Missouri. As evidenced by Deed recorded in Book 366 at Page 818 of the Franklin County land records.

This easement shall be described as a 10 foot by 10 foot box easement on the above described property as shown on the easement plat attached hereto and made a part hereof.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement, (3) the right to place on the surface of the easement manholes, cable risers, connector terminals, repeaters, testing terminals and route markers, and (4) the right to install temporary or permanent gates in fences crossing the easement.

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said systems and lines; and included in this reservation is the right of ordinary cultivation of crops.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated.

Signed and executed this 2nd day of February, 1989
Paul Ockrassa

Paul Ockrassa, Trustee, Las Brisas Lake Subdivision

Witness: *Cynthia A. Messerla*
Cynthia A. Messerla

1989 FEB -6 PM 12:59
Fleming
CONFIDENTIAL

ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF St. Louis

BEFORE ME, the undersigned authority, on this day personally appeared Paul Ockrassa, Trustee of Las Brisas Lake Subdivision, known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the uses, purposes and considerations therein expressed as his/her/their free and voluntary act and deed.

AS SAID TRUSTEE.

Given under my hand and seal of office this the 2nd day of February, A.D. 19 89

Notary Public,
My Commission Expires

SALLY K. KOGAN

ST. LOUIS COUNTY

DEC 15, 1997

STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared, known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the uses, purposes and considerations therein expressed as his/her/their free and voluntary act and deed.

Given under my hand and seal of office this the _____ day of _____, A.D. 19 _____

Notary Public,
My Commission Expires

CORPORATION ACKNOWLEDGMENT

STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and upon being duly sworn did state and acknowledge that he/she is _____ of _____, a corporation organized under the laws of the State of _____, and that he/she executed the foregoing instrument in the capacity stated under authority of its Board of Directors and had affixed thereto the corporate seal for the uses, purposes and considerations therein expressed as the free and voluntary act and deed of the corporation.

Given under my hand and seal of office this the _____ day of _____, A.D. 19 _____

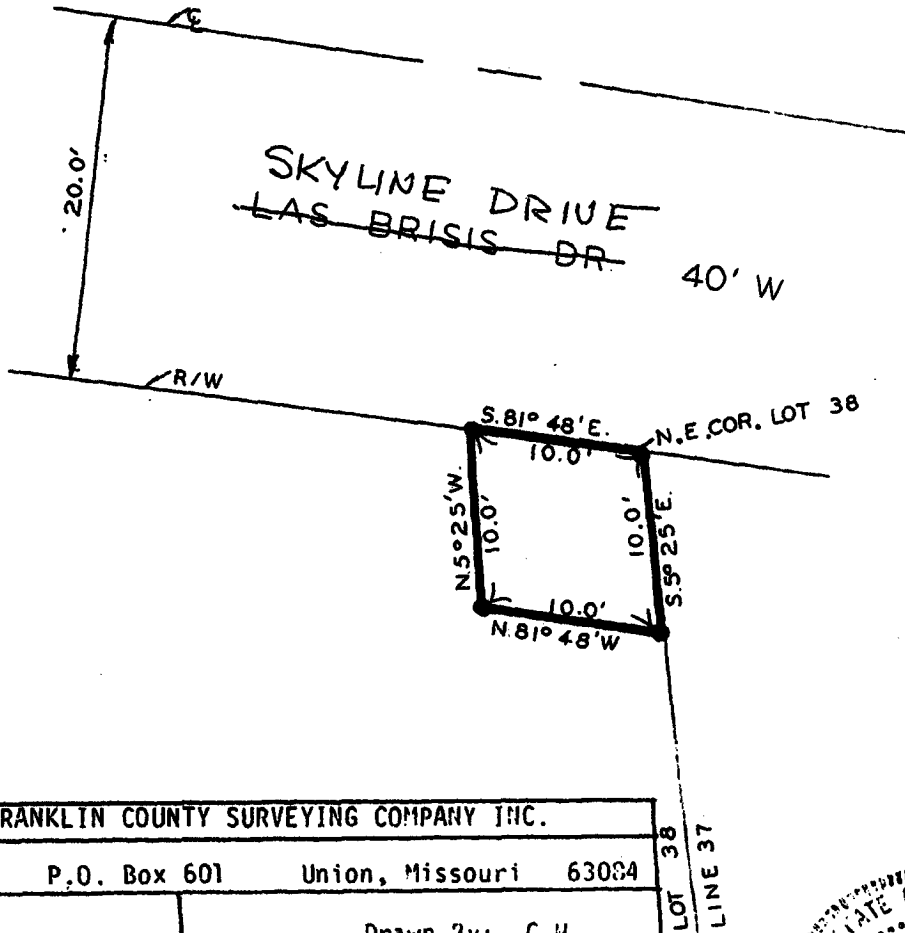
Notary Public,
My Commission Expires

10' X 10' EASEMENT

PT. LOT 38 LAS BRISAS LAKE SUBD.
AS PER BOOK: K PAGE: 42



NOTE: IRON RODS
AT ALL
CORNERS



FRANKLIN COUNTY SURVEYING COMPANY INC.	
#9 North Oak	P.O. Box 601 Union, Missouri 63084
DATE: 1/17/89	Drawn By: C.H.
SCALE: 1" = 10.0'	Approved By: B.H.
For: SOUTHWESTERN BELL	Project No. AH-342-09
Case No. 308M80	

STATE OF MISSOURI)
County of Franklin) SS



This is to certify that we have during the month of January 1989, at the request of Southwestern Bell, executed a survey in part Lot 38 of Las Brisas Lake Subdivision, Plat 4, as per plat book K, page 42, Recorder of Deeds Office, Union, Missouri, in accordance with the current minimum standards for property surveys of the Missouri Dept. of Natural Resources, and that the plat hereon shown is a true record of the results.

FRANKLIN COUNTY SURVEYING COMPANY INC. LS-110-0

Kirby R. Anderson LS-1545
Registered Land Surveyor
#9 North Oak P.O. Box 601
Union, Missouri 63084

1279

STATE OF MISSOURI,
County of Franklin.

I, Laura E. McKeever, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 6th day of February, 1989, at 12:59 o'clock P. M., and duly recorded in Book 551, Page 65 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

Laura E. McKeever, Recorder of Deeds
By Deborah Orchard, Deputy

STATE OF MISSOURI
COUNTY OF FRANKLIN -SS
RECORDERS OFFICE

Tract No. PC-34.1

Dec 18 1 32 PM '92

EASEMENT

Michael J. Wilding

Franklin County, Missouri

January 10, 1992
Feb 10,

Board of trustees, Las Brisas Lake Subdivision

owners of a tract of land described as follows:

A tract of land in the northwest quarter of the southeast quarter of Section 3, Township 43 North, Range 2 East of the 5th P.M. being further evidenced in deed recorded in Book 312, Page 423 in the office of the Recorder of Deeds of Franklin County, Missouri.

for and in the consideration of the sum of One hundred and 00/100 (\$100.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby grant unto LACLEDE GAS COMPANY, a Missouri corporation, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, service connections and appurtenances thereto, together with the privilege of removing at any time any or all of said LACLEDE GAS COMPANY improvements, in, under and across the following part of the aforesaid land, namely:

A construction easement fifty (50) feet in width across the above described property, parallel to and with the easterly property line of same, reverting to a twenty (20) foot permanent easement (ten [10] feet on either side of the pipeline as constructed) upon completion of construction.

LACLEDE GAS COMPANY will properly backfill all excavations and restore to original condition as nearly as practicable. Laclede shall be responsible to maintain easement area in future if erosion shall take place due to the installation of its facilities as installed within the easement. Laclede shall fence across easement as granted, and install gates on each end for access. Laclede will furnish subdivision trustees a key to gates.

Grantor shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed, but in no event shall Grantor erect or maintain any building or structure in, upon, or over said easement.

IN CONSIDERATION of the additional payment to the undersigned of One hundred and 00/100 Dollars (\$100.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned jointly and severally, hereby release, acquit and forever discharge LACLEDE GAS COMPANY, its contractors, agents, employees, et al from any and all actions, causes of action, claims, demands and damages of whatever nature to the undersigned, caused during the construction of the LACLEDE GAS COMPANY natural gas pipeline.

BOARD OF TRUSTEES
LAS BRISAS LAKE SUBDIVISION

Michael J. Wilding Trustee: Michael J. Wilding
PRINT NAME SIGNATURE

JIMMY H. SMITH Trustee: Jimmy H. Smith
PRINT NAME SIGNATURE

AUL W. CARRISSA Trustee: Aul W. Carrissa
PRINT NAME SIGNATURE

Social Security Number(s) or Federal Tax I.D. Number: 237351290

Plat 12.00 # 107

16/31

4-00
8-00

STATE OF MISSOURI }
County of FRANKLIN } ss.

On this 10th day of FEBRUARY 1992, before me personally appeared
MICHAEL J. WILKINS - JIMMY W. SMITH, JR - PAUL W. OCKRASSA,
TRUSTEES OF LAS BRAS LAKE SUBDIVISION

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 said County and State the day and
year last above written.



8/8/ 1995

Michael G. Payne
MICHAEL G. PAYNE Notary Public.
ST. LOUIS Co. Mo.



12912

M. Payne vice ever

STATE OF MISSOURI }
County of Franklin, } ss.

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify that the fore-
going instrument of writing was filed for record on the 18th day of August,
1992, at 1:32 o'clock P. M., and duly recorded in Book 699, Page
992 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the
date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
By Sharon L. Birkman, Deputy

12

EASEMENT

BOOK 762 PAGE 840

Pacific, Missouri

July 23, 1993

Trustees for the
Las Brisas Lake Subdivision

owner s of a tract of land described as follows: Part of the Northeast Qr. of Section
three(3), Township Forty-three(43) North, Range Two(2) East of the 5th P.M., and as more
fully described in the Restrictive Covenants and Conditions set forth in Book 388 Page
38 of the Franklin County Records.

for and in consideration of the sum of one and no/100 ----- Dollars
(\$ 1.00) and other valuable consideration in hand paid, the receipt of which is
hereby acknowledged, does hereby grant unto LACLEDE GAS COMPANY, a Missouri corporation
d/b/a MISSOURI NATURAL GAS COMPANY, its successors, assigns, lessees and tenants forever,
the right and easement to construct, operate and maintain a gas distribution system
consisting of mains, service connections and appurtenances thereto, together with the
privilege of removing at any time any or all of said MISSOURI NATURAL GAS COMPANY
improvements, in, under and across the following part of the aforesaid land, namely:

A fifteen foot wide strip of land, the centerline of which is the gas main line, as
installed, paralleling Skyline Drive from the entrance of Las Brisas Subdivision (just
West of Thorton Road) to Ridge Lane , then continue North on Ridge Lane approximately
200 feet to the dead end.

MISSOURI NATURAL GAS COMPANY will properly backfill all excavations and restore to
original condition as nearly as practicable.

Grantor shall have the right to use and enjoy the above described lands, except
as to the rights herein conveyed.

George E. Godat

George E. Godat
Executing Witness

* Trustees for the Las Brisas Lake Subdivision

Jimmy H. Smith Jr. President *
Paul W. Nickerson Treasurer *
Robert H. Mendica

Robert H. Mendica, Trustee *

18

ccf
00

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

BOOK 762 PAGE 841

I, George E. Godat, do solemnly affirm under the penalty of perjury, that Jimmy H. Smith Jr., President * Paul W. Ockrassa, Treasurer * Robert H. Mendica * *- Trustees, the Las Brisas Lake Subdivision

personally known to me, ~~we~~/have executed the within Easement ^{for} in my presence, and ~~we~~/have acknowledged to me that ~~we~~/they executed the same for the purposes therein stated and requested that I sign my name on the within document as an executing witness.

once that has...

George E. Godat

GEORGE E. GODAT
Executing Witness

Subscribed and affirmed before me this 22 day of July, 1993.

Rebecca J. Martin

NOTARY PUBLIC
REBECCA J. MARTIN, Notary Public
STATE OF MISSOURI, FRANKLIN COUNTY
MY COMMISSION EXPIRES MAY 1, 1994

COUNTY OF _____) ss

On the _____ day of _____, 19____, before me personally appeared _____, to me known to be the person _____ described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed and the said _____ further declares _____ to be single and unmarried.

12623

Given under my hand and seal of office the day and year first above written.

My Commission expires _____

Notary Public

STATE OF MISSOURI, }
County of Franklin, } ss

I, Sharon L. Birkman, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument of writing was filed for record on the 19th day of August, 1993, at 12:51 o'clock P. M., and duly recorded in Book 762, Page 840 on said date.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

SHARON L. BIRKMAN, Recorder of Deeds
By *Loeda Stalcup*, Deputy

19

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

that Donald P. Ockrassa and Cherol Ockrassa their heirs, successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and no/100ths dollars (\$1.00) the receipt and sufficiency of which is hereby acknowledged, does grant unto UNION ELECTRIC COMPANY, a Missouri corporation, its successors and assigns (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric, telecommunication line or lines consisting of poles, guys, anchors, wires, cables, conduits, transformers and other appurtenances thereto, upon, over, across, and under the following described land, to-wit:

A ten foot by 335 foot strip of land adjacent to the east edge of Park Drive. Also a 10 foot by 15 foot strip of land on lots 15 and 15A for anchors onto these lots. All this being a part of a tract of land in Section 3, Township 43N, Range 2E in Franklin County, Missouri; as described in Book 625 Page 779 of the Franklin County records. Said installation shall be generally and as nearly as practicable, as shown on Estimate drawing WR 006817 marked Exhibit "A" hereto attached and made a part hereof.

along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches and remove same and/or any rocks or other obstructions upon, over, and under said easement area and the premises of Grantor adjoining the same, which, in Grantee's judgment, interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said line or lines; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said line or lines by any other person, association or corporation for the purposes hereinabove set out; and with the further right at any time and from time to time, to remove any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal this

30th day of September, 1996.

Donald P. Ockrassa
Donald P. Ockrassa

Cherol Ockrassa
Cherol Ockrassa

969-982
11-18-96

96 OCT 19 AM 10:36
RECORDED
ST. LOUIS COUNTY OFFICE

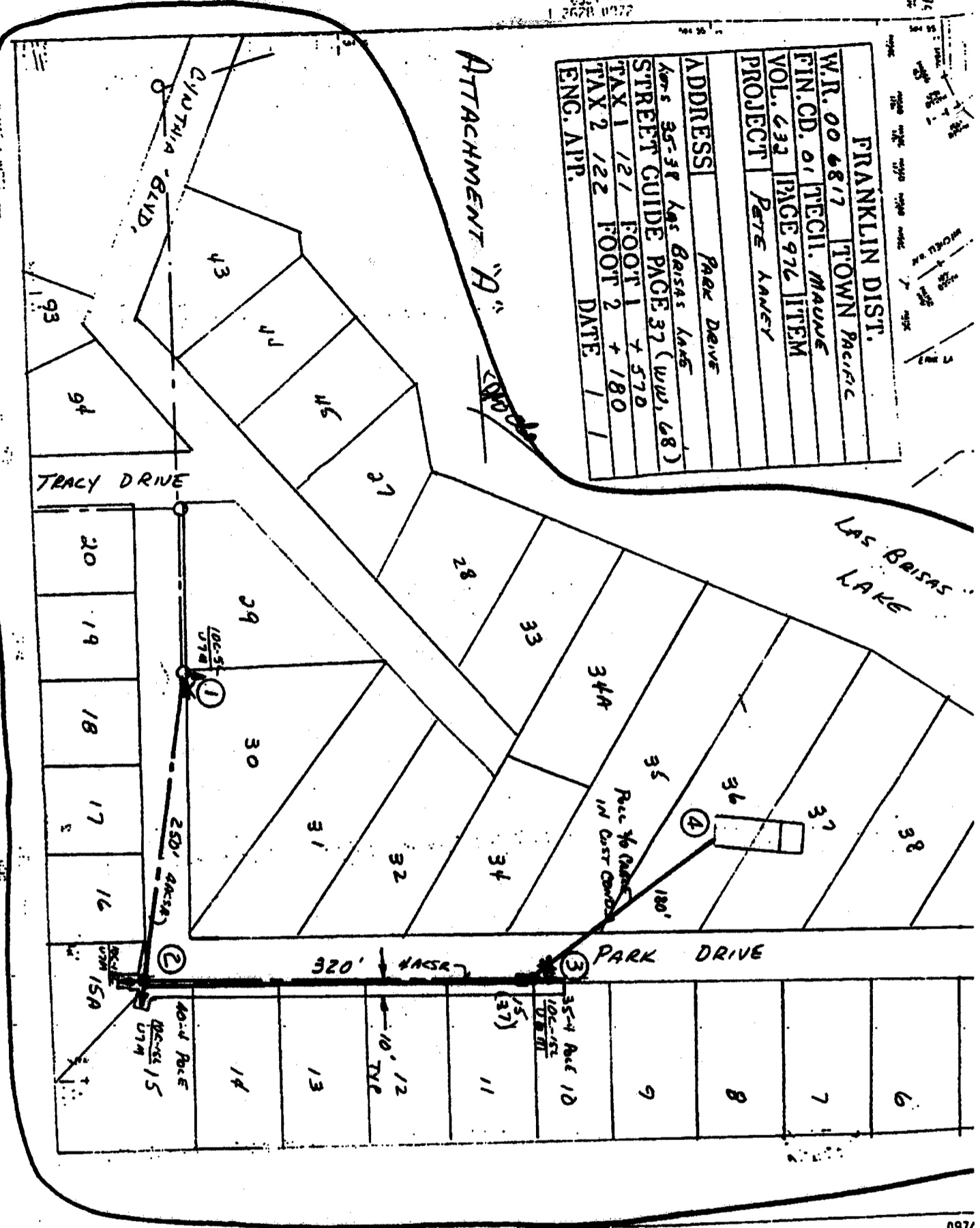
554 2628 0077

374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400

FRANKLIN DIST.	
W.R. 00 6817	TOWN PACIFIC
FIN. CD. 01	TECH. MAUNE
VOL. 633	PAGE 976 ITEM
PROJECT	PETE LANNEY
ADDRESS	Park Drive
35-38 Las Brisas Lane	
STREET GUIDE PAGE 37 (W.W. 68)	
TAX 1 1/21	FOOT 1 + 570
TAX 2 1/22	FOOT 2 + 180
ENC. APP.	DATE 1 / 1

ATTACHMENT "A"

LAS BRISAS LAKE



5500

MAP NUMBER

1-2536-0072
0504

REV 11/14/95 SCALE 1"=200'

0977
8701

EASEMENT

BOOK 1008 PAGE 504

KNOW ALL MEN BY THESE PRESENTS,

that Donald P. Ockrassa and Cherol Ockrassa his wife, their heirs, successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and no/100ths dollars (\$1.00) the receipt and sufficiency of which is hereby acknowledged, does grant unto UNION ELECTRIC COMPANY, a Missouri corporation, its successors and assigns (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric, telecommunication line or lines consisting of poles, guys, anchors, wires, cables, conduits, transformers and other appurtenances thereto, upon, over, across, and under the following described land, to-wit:


A 10 foot by 70 foot strip of land adjacent to the east edge of Park Drive (Plat 6 Lot 10 Las Brisas Lk Subd). This being a part of a tract of land in Section 3, Township 43N Range 2E in Franklin County Missouri; as described in Book 625, Page 779 of the Franklin County records. Said installation shall be generally, and as nearly as practicable, as shown on Estimate drawing WR 009152 marked Exhibit "A" hereto attached; and made a part hereof.


along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches and remove same and/or any rocks or other obstructions upon, over, and under said easement area and the premises of Grantor adjoining the same, which, in Grantee's judgment, interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said line or lines; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said line or lines by any other person, association or corporation for the purposes hereinabove set out; and with the further right at any time and from time to time, to remove any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal this

~~(8th day of April)~~ 29th DAY OF MAY, 1997.


Donald P. Ockrassa


Cherol Ockrassa

RECORDED
SHARON L. BIRKMAN

97 JUN 17 Pm 2:41

071044

1008-504

FRANKLIN DIST.
 W.R. 009152 TOWN PACIFIC
 FIN. CD. 01 TECH. MAINTENANCE
 VOL. 632 PAGE 97C ITEM 45
 PROJECT FRANK ARND
 ADDRESS Park & Lots 37-38
 Las Beisas Lane - Park Dr.
 STREET GUIDE PAGE 37 (WV, 68)
 TAX 1 / 21 FOOT 1 + 280
 TAX 2 / FOOT 2
 ENC. APP. DATE / /

ATTACHMENT "H"

LAS BEISAS LANE

BENCH

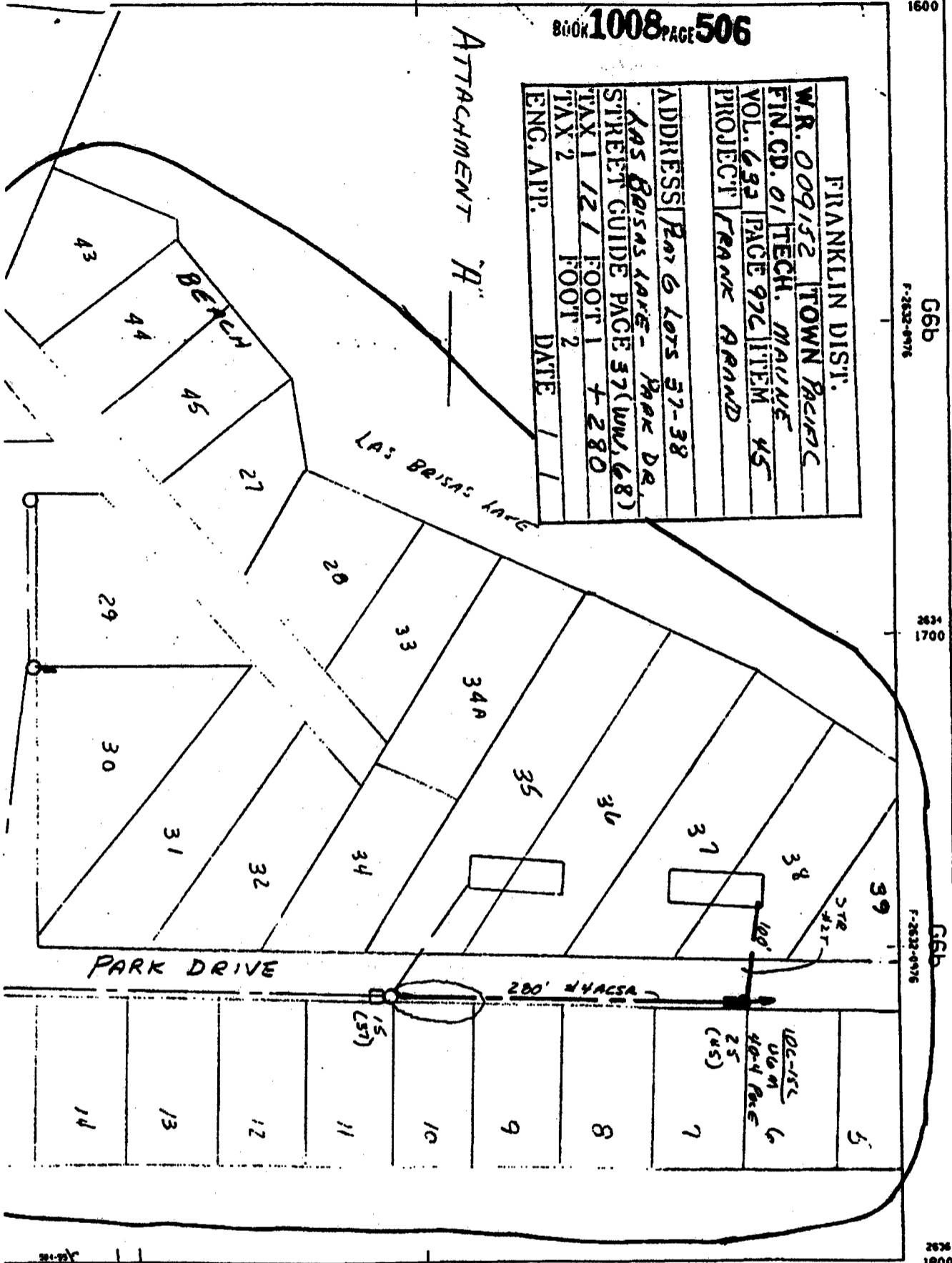
PARK DRIVE

280' W/4CSA

15 (57)

25 (45)

100-150
UGM
40-4 PACE



G6b

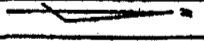
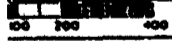
2634
1700

G6b

2634
1800

T-2632-0976
G6b2

0000
9000



UNION ELECTRIC

FRANKLIN

T-2632-0976

G6b1

1974 SEP -6 PM 2:13

SEPARATE DEDICATION

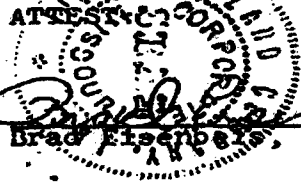
Walter D. Thomas
RECORDER

WHEREAS the undersigned, Investors Land Company, Inc., a Missouri Corporation, is the owner of the following lots in Franklin County, Missouri, to-wit:

- Lots 46, 47, 48, 71, 72, 74, 75, 76, 77, 78, 79, 73, 80, 81, 82, 83, 84, 85, 86, 87, 95, 97, 98, 99, 100, 101, 102, 103 and 104 of Las Brisas Lake, Amended Plat No. 1, a subdivision in Section 3, Township 43 North, Range 2 East of the 5th P.M., as per plat of record in Plat Book L, page 48 in the office of the Recorder of Deeds.
- Lots 53, 54, 57, 58, 59, 63, 64, 65, 66, 67, 68, 69, 70, 76, 77 and 78 of Las Brisas Lake, Plat No. 2, a subdivision in Section 3, Township 43 North, Range 2 East of the 5th P.M., as per plat of record in Plat Book K, page 21 in the office of the Recorder of Deeds.

NOW THEREFORE the undersigned does hereby dedicate the above lots to the present and future owners of all lots in Las Brisas Lake Sub-division (including all of the various plats thereof) to be used as park areas and common grounds.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 10th day of July, 1974.



Brad Eisenberg, Secretary

INVESTORS LAND COMPANY, INC.

by: James Higgins
James Higgins, President

STATE OF MISSOURI)
) ss.
COUNTY OF JEFFERSON)

On this 10th day of July, 1974, before me appeared James Higgins, to me personally known, who, being by me duly sworn, did say that he is the President of INVESTORS LAND COMPANY, INC., a Corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said James Higgins acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

August 24 1974

Ivonne Jehanne Leslie
 Address: 1201011
 Ivonne Jehanne Leslie

SEPARATE DEDICATION

WHEREAS the undersigned, Investors Land Co., Inc., a Missouri Corporation, is the owner of the following lots in Franklin County, Missouri, to-wit:

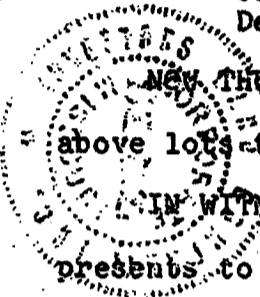
Lots 71 and 72 and 73 Plat 2 of Las Brisas Lake Subdivision, as per plat of record found in the Recorder's Office in Plat Book K Page 21.

Subject to restrictions and easements of record.

Together with the right of ingress and egress as granted to grantors by Warranty Deed recorded in book 253, page 648, Franklin County Recorder of Deeds Office.

NOW THEREFORE the undersigned does hereby dedicate the above lots to the Las Brisas Board of Trustees.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 19th day of November, 1976.



Brad Eisenbeis
Brad Eisenbeis, V. President

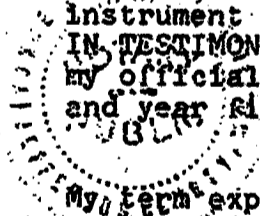
INVESTORS LAND CO., INC.

James Higgins
James Higgins, President

1976 DEC 13 AM 9:47
Missouri State Seal
Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JEFFERSON)

On this 19th day of November, 1976, before me appeared James Higgins, to me personally known, who, being by me duly sworn, did say that he is the President of INVESTORS LAND CO., INC., a Corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation, by authority of it's Board of Directors; and said James Higgins acknowledged said instrument to be the free act and deed of said Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



My term expires:
February 18, 1979

Ivonne Jeanelle Leslie
Notary Public
Ivonne Jeanelle Leslie
Rt. 4, DeSoto, Mo.

SEPARATE DEDICATION

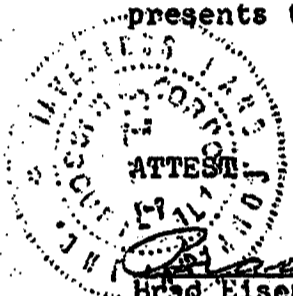
WHEREAS the undersigned, Investors Land Co., Inc., a Missouri Corporation, is the owner of the following lots in Franklin County, Missouri, to-wit:

Lots 74 and 75 Plat 2 of Las Brisas Lake Subdivision, as per plat of record found in the Recorder's Office in Plat Book K Page 21. Subject to restrictions and easements of record.

Together with the right of ingress and egress as granted to grantors by Warranty Deed recorded in book 253, page 648, Franklin County Recorder of Deeds office.

NOW THEREFORE the undersigned does hereby dedicate the above lots to the Las Brisas Board of Trustees.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 13th day of September, 1976.



Brad Eisenbeis
Brad Eisenbeis, V. President

INVESTORS LAND CO., INC.

James Higgins
James Higgins, President

1976 DEC 13 AM 9:48

STATE OF MISSOURI)
) ss.
COUNTY OF JEFFERSON)

On this 13th day of September, 1976, before me appeared James Higgins, to me personally known, who, being by me duly sworn, did say that he is the President of INVESTORS LAND CO., INC., a Corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation, by authority of it's Board of Directors; and said James Higgins acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

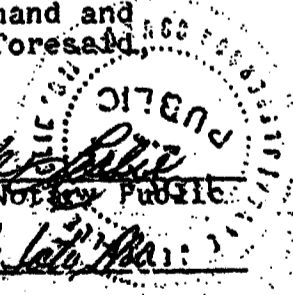
My term expires:

Feb 18, 1979

Ivonne Jeanelle Leslie

Ivonne Jeanelle Leslie
Notary Public

Address: 444 N. State St.



QUIT CLAIM DEED (Continued) — This Deed
Witnessed that on September 23rd
1975

BOOK 312 PAGE 423

Investors Land Company, Inc.,
a Missouri corporation

Grantor

for and in consideration of One Dollar & other considerations

in hand paid, do as by these presents, REMISE, RELEASE and FOREVER QUIT
CLAIM unto Billy Reeves, W. H. S. O'Brien, Richard T. Murray,
Ronald Carpenter & Bradley Eisenbeis, Trustees under
Instrument of record in Volume 257, page 67 of the Franklin
County Records

Grantors, their heirs and assigns, the following land situated in Franklin County, Missouri, to-wit:

1975 SEP 23 AM 10:55
Walter O. Murray
RECORDER

All roads, streets, beaches, lakes, parks, and trails shown
on the plats of Las Brisas Lakes Subdivision, same being of
record in Plat Books L page 48, K page 21, L page 62, K page 42,
K page 57, K page 50, and K page 51.

Also all lots in said Las Brisas Lakes Subdivision, as more
fully described in instrument of record in Volume 303, page 606
in the Office of the Recorder of Deeds of Franklin County, Missouri.

It is the intent hereby that the above Grantees shall hold all
of the above in trust for the benefit of the present and future
owners of lots in said Las Brisas Lakes Subdivisions under the
terms of the instrument of record in Volume 257, page 67 in the
Office of the Recorder of Deeds of Franklin County, Missouri.

This Deed is made in release of, and satisfaction for a certain Deed of Trust, dated
recorded in Book page of the
County, Missouri records.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said
Grantee, and to the heirs, successors and assigns of such Grantee, forever: so that neither the Grantor, nor the heirs
or successors of the Grantor, nor any other person, for or in the name of the Grantor, shall or will hereafter claim or
demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall by these pres-
ents be excluded and forever barred.

Investors Land Company, Inc.

by Bradley Eisenbeis
Vice - President

STATE OF Missouri, County of Franklin ss: On
September 23rd, 1975, before me appeared Bradley Eisenbeis VICE-

president of Investors Land Company, Inc., a Missouri
corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said in-
strument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said
Bradley Eisenbeis acknowledged said instrument to be the free act and deed of said cor-
poration.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid,
the day and year last above written.

My term expires:

11-19-1975

Charles E. Hansen Notary Public

Address: Union, Missouri 63084



Las Brisas Lake

BOARD OF TRUSTEES

P.O. Box 13128

WEBSTER GROVES, MISSOURI 63119

STATE OF MISSOURI
COUNTY OF FRANKLIN) SS
FILED FOR RECORD
IN THE RECORDER'S OFFICE

1985 DEC -4 PM 1:23

Laura & McKeever
RECORDER

County Recorder
Franklin County
Union, Missouri 63084

Re: Renaming Streets
Las Brisas Lake Subdivision
Sect. 3 TWP 43 Range 2E
Franklin County, MO

RECORDED IN PLAT BOOK:

L, pg. 50
K, pg. 21
K, pg. 22
K, pg. 42
K, pg. 50
L, pg. 62

To Whom It May Concern:

Lakeview Drive from its southern junction with Deborah Drive & Elizabeth Lane to its northern termination with Las Brisas Lane will henceforth be known as "Deborah Drive".

Las Brisas Lake from its eastern terminus at Skyline Drive to its western intersection with Ridge Lane will henceforth be known as "Skyline Drive".

Las Brisas Lake Board of Trustees
Signed:

by *Mike Duval d'Adrian*
Mike Duval d'Adrian pres.

by *Bruce A. Thornton*
Bruce A. Thornton secy.

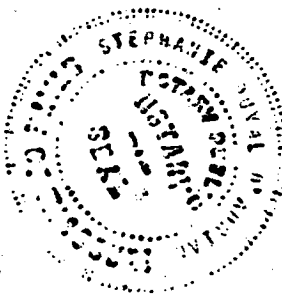
by *Paul Ockrassa*
Paul Ockrassa treas.

by *Louis Rauch*
Louis Rauch member/large

by *Robert H. Mendica*
Robert H. Mendica member/large

Dated 25 August 1985

Stephanie Duval d'Adrian
STEPHANIE DUVAL D'ADRIAN
NOTARY PUBLIC
STATE OF MISSOURI
COUNTY OF FRANKLIN
MY TERM EXPIRES: AUG 2, 1987



452-189
12-4-85

STATE OF MISSOURI _____, County of Franklin _____ ss.:

On August 25 1985, before me personally appeared Mike Duval d'Adrian Bruce A. Thornton, Paul Ockrassa, Louis O'Quinn, Robert H. Mendica, all the members of Las Brisas Lake Board of Trustees

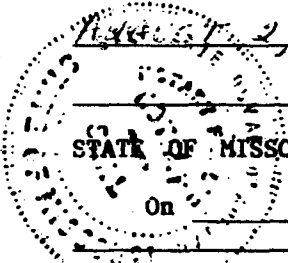
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as his, her or their free act and deed.** IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written. I am commissioned in Franklin County, Missouri.

** as said members of Las Brisas Lake Board of Trustees.

Stephanie Duval d'Adrian
STEPHANIE DUVAL D'ADRIAN
Notary Public

My term expires: _____

Address: RT-2 #57 LAS BRISAS LAKE
PACIFIC, MO. 64644



STATE OF MISSOURI _____, County of Franklin _____ ss.:

On _____, before me personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as his, her or their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written. I am commissioned in Franklin County, Missouri.

My term expires: _____

Notary Public

Address: _____

STATE OF MISSOURI _____, County of Franklin _____ ss.:

On _____, before me personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as his, her or their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written. I am commissioned in Franklin County, Missouri.

My term expires: _____

Notary Public

Address: _____

STATE OF MISSOURI, County of Franklin, ss: I, Laura E. McKeever, Recorder of Deeds within and for said County, do hereby certify that the foregoing instrument was filed for record on Dec. 4, 1985, at 1:23 o'clock P. M., and duly recorded in Volume 452 page 189 on said date. In Testimony whereof, I have hereunto set my hand and affixed the official seal at my office in Union, Mo.

Laura E. McKeever
Recorder of Deeds
Marie C. Hagelorn
Deputy

This Deed Witnesseth, that on April 3, 1968

253 REC 048

STATE OF MISSOURI
COUNTY OF FRANKLIN
FILED FOR RECORD
IN THE RECORDER'S OFFICE
1968 APR -3 PM 3:00
RECORDED

Morley F. Hartzell and Emma M. Hartzell,
his wife,

of Pacific, Missouri Grantor s.
for and in consideration of One Dollar and other good and valuable
considerations in hand paid, do by these presents, GRANT, BAR-
GAIN and SELL, CONVEY and CON. IRM unto

Investors Land Company, Inc., a Missouri
Corporation P.O. 336 Eureka, Missouri

of Franklin, Grantee s., his heirs, successors and
assigns, the following land situated in Franklin County, Missouri, to-wit:

Part of the Northwest one quarter (NW 1/4) of Section Three (3),
described as follows:

Beginning at the Southeast corner thereof, run thence North 89° 21'
West 21.30 chains to property line, run thence North 46' East 37.44 chains,
run thence South 86 1/4° East 21.31 chains to subdivision line, run thence
South 37.44 chains to the place of beginning, containing 80 acres; reference
being made to Surveyor's Record Vol. 2A, page 162 and Record Vol. 4, page 151.
The West half of Lot Two (2) of the Northeast Quarter of Section Three
(3), containing 54.16 acres, more or less.
The Northwest quarter of the Southeast Quarter of Section Three (3),
containing 40 acres, more or less.
The West one-half of Lot One (1) of the Northeast Quarter of Section
three (3), excepting the East 400 feet thereof.
All in Township Forty-three (43) North, Range Two (2) East of the 5th
P.M., and containing in the aggregate 200 acres more or less.

Together with the right of ingress and egress over a strip of ground
of the uniform width of forty (40) feet across the East 400 feet of the
West one-half of Lot One (1) of the Northeast Quarter in Section 3, Township
43 North, Range Two (2) East of the 5th P.M., the same being an extension of
Sky Line Drive. The Grantors reserve unto themselves, their heirs and assigns
the right to also use said forty (40) foot roadway and the right to grant others
the use of the same.

Handwritten notes:
Citations are
in Vol. 2A, p. 511
of S. R. 19, 1976
Citation is
to Surveyor's Record
of Vol. 4, p. 151
of S. R. 19, 1976

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto
the said Grantee s. and to the heirs, successors and assigns of such Grantee s. forever. The said Grantor s.
hereby covenanting that said Grantor s. and the heirs, executors and administrators of said Grantor s., shall
and will Warrant and Defend the title to the premises unto the said Grantee s., and to the heirs, successors and
assigns of such Grantee s. forever, against the lawful claim of all persons whomsoever, excepting, however,
the general taxes for the calendar year 1968 and thereafter, and special taxes becoming a lien after the date
of this deed.

IN WITNESS WHEREOF, the Grantor s. have hereunto set their hands the day and year first
above written.

Morley F. Hartzell
Emma M. Hartzell

STATE OF MISSOURI, County of FRANKLIN ss.: On
April 3 1968, before me personally appeared
Morley F. Hartzell and Emma M. Hartzell, his wife,

to me known to be the person s. described in and who executed the foregoing instrument, and acknowledged
that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and
State aforesaid, the day and year last above written.

My term expires: 11-15-70

[Signature]
Notary Public
Address: Union, Missouri
April 3 1968 at 2108 O'Connell St.
Ruth Wilson Deputy

FILED & RECORDED ON
Apr 7 1968
[Signature] Recorder.

GENERAL WARRANTY DEED (Individual) - This Deed Witnesseth, that on July 18 1969

BOOK 261 PAGE 279

STATE OF MISSOURI }
COUNTY OF FRANKLIN }
RECORDS & RECORDS
DEPARTMENT OFFICE

1969 JUL 21 AM 10:46

Franklin County
RECORDED
C

Paul D. Avery and Rosemary Avery, his wife

Franklin Grantor(s),
for and in consideration of One dollar and other good and valuable considerations in hand paid, do by these presents, GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto Investors Land Company, Inc., a Missouri Corporation

P. O. Box 236, Eureka Missouri, Grantee, its heirs, successors and assigns, the following land situated in Franklin County, Missouri, to-wit:

A strip of land of the uniform width of 800 feet off the East side of the Northeast Quarter of the Southwest Quarter in Section three (3), Township Forty-three (43) North, Range Two (2) East of the 5th P.M., containing 25 acres, more or less.

H-5725

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and to the heirs, successors and assigns of such Grantee forever. The said Grantor(s) hereby covenanting that said Grantor(s) and the heirs, executors, and administrators of said Grantor(s), shall and will Warrant and Defend the title to the premises unto the said Grantee, and to the heirs, successors and assigns of such Grantee forever, against the lawful claim of all persons whomsoever, excepting, however, the general taxes for the calendar year 19... and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year first above written.

Paul D. Avery
Rosemary Avery

STATE OF MISSOURI, County of FRANKLIN, ss.: On July 18, 1969, before me personally appeared Paul D. Avery and Rosemary Avery, his wife.

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My term expires:

March 23, 1971.

J. H. Klapper
Notary Public

Address: Union, Mo.

FILED & RECORDED ON

July 21, 1969 at 10:46 o'clock A.M.

W. J. ... Recorder

BY: *Devin ...* Deputy