ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Hogan Land Title of Laclede County

Ginger Johnson

Ginger Johnson

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest David Wold Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

   a. the Notice;

   b. the Commitment to Issue Policy;

   c. the Commitment Conditions;

   d. Schedule A;

   e. Schedule B, Part I—Requirements; and

   f. Schedule B, Part II—Exceptions; and

   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

i. comply with the Schedule B, Part I—Requirements;

ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent	Hogan Land Title of Laclede County
Issuing Office:	288 E. Commercial Street, Lebanon, MO 65536
Issuing Office's ALTA® Registry ID:	1086425
Loan ID No.:	
Commitment No.:	2609046
Issuing Office File No.:	2609046
Property Address:	345 Coach RD, Lebanon, MO 65536

SCHEDULE A
COMMITMENT

1. Commitment Date: September 9, 2026 at 08:00 AM

2. Policy to be issued:

a. ALTA Own. Policy (2021)
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in: James Boschert and Ellen-Jo Boschert, husband and wife.

5. The Land is described as follows:

All of Lot 1 of the Final Re-Plat of Lots 5 and 6, Phase 1, Fox Run Manors Subdivision, a Subdivision to Lebanon, Laclede County, Missouri according to the recorded plat thereof.
EXCEPT:
A fractional part of Lot 1 of Final Replat of Lots 5 & 6 Phase 1, Fox Run Manors Subdivision, Lebanon, Missouri more particularly described as follows: Beginning at the Southwest Corner of Lot 1 of said Final RePlat of Lots 5 & 6 Phase 1, Fox Run Manors Subeivision, thence North 0 degrees 30 minutes 50 seconds East Phase 1, Fox Run Manors Subdivision, thence North 0 degrees 30 minutes 50 seconds East 496.36 feet along the West line of said Lot 1 to the Southwest corner of Lot 3 Phase 1, Fox Run Manors, Lebanon, Missouria, thence South 85 degrees 23 minutes 50 seconds East 523.91 feet along the Southerly line of said Lot 3 and along the Southerly line of Lot 4 of said Phase 1, Fox Run Manors to the Westerly line of Lot 2 of the aforesaid Final Replat of Lots 5 & 6 Phase 1, Fox Run Manors Subdivision; thence South 0 degrees 30 minutes 30 minutes 50 seconds West 468.06 feet along said Westerly line and its extension to the South line of the aforesaid Lot 1 of Final Replat of Lots 5 & 6 Phase 1, Fox Run Manors Subdivision, thence North 88 degrees 38 minutes 40 seconds West, 522.73 feet along said South line to the point of beginning. Description per plat of survey J 5972, dated November 25, 2024, by CM Archer Group, P.C. Subject to and except any part thereof deeded, taken or used for road or highway purposes.

SCHEDULE B I
COMMITMENT

Commitment No.: 2609046 File No.: 2609046

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

6. NOTE: No requirement is made that proceeds be disbursed, based on our procedure of filing the instrument and giving verbal clearance, but following that procedure, automatically deletes item 1 of Schedule B-2, from this commitment.

7. If lender's mechanics lien coverage is required during construction, the owners and contractors must be approved by this agent and must execute our construction lien indemnity agreement or if such coverage is required, within 12 months after improvements have been completed, the owner's and contractors must be approved by this agent and they must execute the lien indemnity agreement and our final affidavit and agreement.

8. All documents which are to be recorded in connection with this file in the Office of the Recorder of Deeds must comply with Sections 59.005, 59.310 and 59.313 RSMo. Any document which does not comply with the provisions of these Sections will be subject to an additional $25.00 recording fee to be charged by the Recorder of Deeds.

9. The Company must be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements may become necessary.

10. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

11. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Hogan Land Title of Laclede County, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the said proceeds or any "payoffs" pursuant to the closing require "Good Funds", thence monies received by us for such must be bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire", we cannot accept financial responsibility for delays in the clearing of funds.

12. Pursuant to Section 381.058 RSMo., Purchaser/Lender and Seller will be issued a closing protection letter at the cost of $25.00. A closing protection letter protects a buyer, lender or seller against losses because of the following acts of the title insurer's named issuing title agency or agent:
    a. Acts of theft of settlement funds or fraud with regard to settlement funds; and
    b. Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage.

13. NOTE: Real Estate Taxes for informational purposes:
    TAX ID: 60-8662-00-RE-FOXRUN, Val. $272,780, Amt. $15,362.47
    2025 taxes and prior years are marked paid
    PARCEL ID: 13-6.0-23-001-002-011.000

14. NOTE: This Agent is furnishing a 24 month chain of title for informational purposes only as a customer courtesy and not for purposes of title insurance. The policy, when issued, will provide no insurance as to the accuracy of this information beyond the terms of the policy, and Old Republic National Title Insurance Company and Hogan Land Title of Laclede County has no other liability or obligation in connection with the information provided below:
Warranty Deed executed by James Montee, a single person to James Boschert and Ellen-Jo Boschert, husbandf and wife dated May 19, 2021 and recorded in Book 2021, Page 2863, recorder's office, Laclede County, Missouri.

15. The Deed of Trust executed by Ellen-Jo Boschert and Jamie Boschert, wife and husband, and securing to Stifel Bank & Trust, dated 05/21/2021, filed 05/24/2021, in Book 2021, Page 2864, in the principal amount of [redacted] must be properly released of record.

SCHEDULE B II
COMMITMENT

Commitment No.: 2609046 File No.: 2609046

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.

   (b) Easements, or claims of easements, not shown by the public records.

   (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.

   (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

   (e) General taxes for the year and thereafter, none now due and payable.

Special Exceptions

3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy courts for pending bankruptcy proceedings.)
5. Subject to the Final Re-Plat of Lots 5 and 6 Phase 1, Fox Run Manors Subdivision, and any utility easements located thereon, recorded in Plat Book 7, Page 153, recorder's office, Laclede County, Missouri.
6. Streets as shown on the Final Re-Plat of Lots 5 and 6 Phase 1, Fox Run Manors Subdivision, recorded in Plat Book 7, Page 153, recorder's office, Laclede County, Missouri.
7. 20 foot utility easements as shown and set forth on the Final Re-Plat of Lots 5 and 6 Phase 1, Fox Run Manors Subdivision, recorded in Plat Book 7, Page 153, recorder's office, Laclede County, Missouri.
8. 10 foot utility easements as shown and set forth on the Final Re-Plat of Lots 5 and 6, Fox Run Manors Subdivision, recorded in Plat Book 7, Page 153, recorder's office, Laclede County, Missouri.
9. Fence line encroachment as shown and set forth on the Final Re-Plat of Lots 5 and 6 Phase 1, Fox Run Manors Subdivision recorded in Plat Book 7, Page 153, recorder's office, Laclede County, Missouri.
10. Any violation of the Restrictions, Conditions, Limitations and Easements (deleting any restrictions indicating any preference, limitation or discrimination, based on Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin) contained in instrument, recorded in Book 206, Page 8359-8372, recorder's office, Laclede County, Missouri.

EXHIBIT A

Commitment No.: 2609046 File No.: 2609046

All of Lot 1 of the Final Re-Plat of Lots 5 and 6, Phase 1, Fox Run Manors Subdivision, a Subdivision to Lebanon, Laclede County, Missouri according to the recorded plat thereof.
EXCEPT:
A fractional part of Lot 1 of Final Replat of Lots 5 & 6 Phase 1, Fox Run Manors Subdivision, Lebanon, Missouri more particularly described as follows: Beginning at the Southwest Corner of Lot 1 of said Final RePlat of Lots 5 & 6 Phase 1, Fox Run Manors Subeivision, thence North 0 degrees 30 minutes 50 seconds East Phase 1, Fox Run Manors Subdivision, thence North 0 degrees 30 minutes 50 seconds East 496.36 feet along the West line of said Lot 1 to the Southwest corner of Lot 3 Phase 1, Fox Run Manors, Lebanon, Missouria, thence South 85 degrees 23 minutes 50 seconds East 523.91 feet along the Southerly line of said Lot 3 and along the Southerly line of Lot 4 of said Phase 1, Fox Run Manors to the Westerly line of Lot 2 of the aforesaid Final Replat of Lots 5 & 6 Phase 1, Fox Run Manors Subdivision; thence South 0 degrees 30 minutes 30 minutes 50 seconds West 468.06 feet along said Westerly line and its extension to the South line of the aforesaid Lot 1 of Final Replat of Lots 5 & 6 Phase 1, Fox Run Manors Subdivision, thence North 88 degrees 38 minutes 40 seconds West, 522.73 feet along said South line to the point of beginning. Description per plat of survey J 5972, dated November 25, 2024, by CM Archer Group, P.C. Subject to and except any part thereof deeded, taken or used for road or highway purposes.

HOGAN LAND TITLE OF LACLEDE COUNTY

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us with. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing or in person, by telephone or any other means;

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customer

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Updated 1/1/2025

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes — to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

	Go to www.oldrepublictitle.com (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market toyou • Sharing for non-affiliates to market toyou State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market.*

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

FOX RUN MANORS,

A SUBDIVISON TO
LEBANON, LACLEDE COUNTY, MISSOURI

RESTRICTIONS, CONDITIONS AND LIMITATIONS

The undersigned, Craig Robert Curry, Trustee of the Irrevocable Trust Agreement, dated January 29, 1988, F.B.O., Craig Robert Curry, and Craig R. Curry and Tracy S. Curry, husband and wife, are the owner, or have an interest in the following described real property, known as **"Fox Run Manors"**, located in Lebanon, Laclede County, Missouri, and more particularly described as follows, to-wit:

Phase 1 and Phase 2:

Beginning at the Southwest Corner of the Southwest Quarter of the Northeast Quarter of Section 23, Township 34 North, Range 16 West, Laclede County, Missouri, Thence N 00 degrees 30' 50" E along the West Line of said Southwest Quarter of the Northeast Quarter 1322.07 feet to the Northwest Corner of Said Southwest Quarter of the Northeast Quarter, thence S 88 degrees 50' 40" E Along the North Line of said Southwest Quarter of the Northeast Quarter 666.62 feet, Thence S 21 degrees 05' 20" E 280.56 feet, thence S 40 degrees 30' 20" E 280.08 feet thence N 90 degrees 00' 00" E 297.28 feet, thence S 08 degrees 11' 00" W 869.59 feet to the South Line of said Southwest Quarter of the Northeast Quarter, thence N 88 degrees 38' 30" W Along said South Line 1135.00 feet t to the point of beginning.

Excepting therefrom all of Lot 5 of Phase 1 of the subdivision named Fox Run Manors, consisting of 14.3 acres, as shown on the Plat, as recorded in the office of the Recorder of Deeds for Laclede County, Missouri

The undersigned owner of the tract of land described above has caused said tract to be subdivided into lots, as shown on the Plat, as recorded in the office of the Recorder of Deeds for Laclede County, Missouri, and said subdivision is to be named **"Fox Run Manors"**. The undersigned hereby make the following declarations as to Restrictions, Conditions and Limitations, which shall run with the land, and be binding on the present and future owners thereof, and all persons claiming under them, except Lot 5 of Phase 1 of the subdivision, as described above.

1.

Architectural Control: No residence, fence, or other permanent or temporary structure shall be commenced, erected, or maintained on any Lot, unless the plans and specifications thereof have been first approved by the Architectural Control Committee. Furthermore, no Residence, improvement, permanent or temporary structure shall be constructed on any part of the Development which is not built in accordance with and pursuant to plans which have been previously approved by the Architectural Control Committee. No Residence or improvement on any Lot may be altered, modified, remodeled, painted, or otherwise shall present an appearance which has not been previously approved by the Architectural Control Committee. The Architectural Control Committee for "Fox Run Manors" subdivision shall be Craig R. Curry and Tracy S. Curry. If for any reason whatsoever, Craig R. Curry and/or Tracy S. Curry are unable, or are unwilling to serve at any time as the Architectural Control Committee, they shall together or individually have the power to appoint such successor members of this Architectural Control Committee, as they deem appropriate, in their sole discretion. Such successor members of the Architectural Control Committee, may be appointed on a temporary or permanent basis, but such appointment or appointments shall be in writing, and shall be recorded in the real estate records of the Office of Recorder of Deeds, for Laclede County, Missouri. If Craig R. Curry and Tracy S. Curry shall move from said subdivision or die, then the majority of the Lot Owners shall immediately elect two Lot Owners to serve as the successor members of the Architectural Control Committee. If any successor members move from the subdivision or die, then the majority of the Lot Owners shall elect further successor members, as is necessary, to serve as the Architectural Control Committee

THE ARCHITECTURAL CONTROL COMMITTEE'S DISCRETION SHALL BE ABSOLUTE AND SHALL NOT BE REQUIRED TO BE REASONABLE. THE ARCHITECTURAL CONTROL COMMITTEE, IN APPROVING ANY PLANS AND SPECIFICATIONS OR IN DISAPPROVING SAME, MAY ACT IN ITS SOLE, ABSOLUTE AND UNMITIGATED DISCRETION AND AS IT PERCEIVES WILL BEST SERVE THE BEST INTERESTS OF THE DEVELOPMENT. THE ARCHITECTURAL CONTROL COMMITTEE MAY EXERCISE THIS DISCRETION IN AN ARBITRARY, CAPRICIOUS, AND WHOLLY SUBJECTIVE MANNER. NO PERSON MAY CHALLENGE OR CONTEST THE MANNER IN WHICH SUCH DISCRETION HAS BEEN EXERCISED, SO LONG AS THE SPECIFIC REQUIREMENTS AS SET FORTH IN THIS DECLARATION ARE COMPLIED WITH BY THE ARCHITECTURAL CONTROL COMMITTEE IN APPROVING OR DISAPPROVING OF SAID PLANS AND SPECIFICATIONS.

2.

Submissions of Plans and Specifications; Deemed Approval: All plans and specifications required to be submitted to the Architectural Control Committee shall be submitted in duplicate. Such plans and specifications shall show the nature, kind, shape, height, materials (including material types, specifications, and colors), and the proposed location of same in Lot. Such plans and specifications shall be in reasonable detail and shall permit the Architectural Control Committee to determine with reasonable accuracy the proposed improvements or constructions which have been submitted. Any plans or specifications which have been approved shall be noted on each copy thereof, and one copy shall be retained by the Architectural Control Committee and one copy shall be returned to the person or persons submitting same for approval. Likewise any disapproval thereof shall be shown on both copies of said plans, and one copy thereof shall be retained by the Architectural Control Committee and one copy shall be returned to the person proposing said approval.

Within forty-five(45) days of the date of such submission of any plan or specification in the foregoing manner to the Architectural Control Committee, the Architectural Control Committee shall either approve or disapprove of said plans and specifications, in writing. If the Architectural Control Committee fails to take any action within said forty-five (45) day period, then the plans and specifications thus submitted shall be deemed to have been approved by the Architectural Control Committee. However, such forty-five (45) day period shall not commence until notice has been given to the Architectural Control Committee, in writing, in the manner set forth above. If plans and specifications for any improvement have been approved by the Architectural Control Committee, the persons submitting said plans and specifications for approval thereafter shall construct said improvement strictly in accordance with the plans and specifications which have been approved by the Architectural Control Committee and shall not deviate therefrom in any material respect without the subsequent approval, in writing, of the Architectural Control Committee.

3.

Limitations and Conditions on Design and Improvements, and Use of Lots: All residences, or improvements, constructed on any Lot shall meet the requirement set forth in this paragraph. In addition, the use of a structure or any area within any Lot in the Development shall be subject to the restrictions, conditions, and limitations set forth in this paragraph, to-wit:

Single Family Use: The Lots shall be devoted to single family usage by Lot Owners. In this regard:

No Residence, portion of any residence, or appurtenant improvement shall be used as an apartment building, rental unit, rented or leased as an apartment or rental unit, to persons who are not a part of the Lot Owners' family (as said term is hereafter defined) except as prescribed in this Declaration.

The term "family" shall mean the Lot Owner, the Lot Owner's spouse (if any), significant other, and the Lot Owner's parents, children, siblings, aunts, uncles, and grandparents.

Notwithstanding the foregoing, a portion of a Residence may be devoted to living quarters for one or more domestic servants (maid, butler, etc.) who are engaged in providing daily services to the Lot Owner.

The usage of a Residence and a Lot shall not conflict with any pertinent zoning ordinances of Lebanon, Missouri.

Landscaping Requirements: Each Lot Owner must landscape said Lot Owner's lot in a manner so as to comply with the requirements of this paragraph, to-wit:

Each Residence must have landscaping around same consisting of shrubs, bushes, trees, and the like approved by the Architectural Control Committee.

No lawn shall be allowed to grow in excess of 6 inches before being mowed; nor shall any Lot on which any Residence has been constructed accumulate brush, leaves, debris, or the like of such accumulation presents an unsightly appearance in the opinion of the Architectural Control Committee. Any Lots which are unsold by the Developer Craig R. Curry, shall be exempt from the provisions of these Landscaping Requirements.

Exterior Design and Finish Materials of Residence and Improvements: At least eighty-five (85%) percent of the entire surface of the exterior shall be of brick, stone, or other materials approved by the Architectural Control Committee. All exterior finish materials shall be of tones and colors or shades approved by the Architectural Control Committee. All exterior finish materials shall either be natural in shade, or of an earth tone, color, or shade or of a properly subdued tone, pastel color, or shade, or shall be white, the use of asphalt rolled type siding or other temporary siding is forbidden.

Each such Residence must have at least 3,500 square feet of finished living area, exclusive of open porches, garages, and unfinished basements.

Each such Residence must have a minimum of 2,000 square feet of finished living area on the main level (ground floor).

As used above, the term "finished living area" shall mean all areas of the Residence which are enclosed and which have been finished for year around occupancy, computed based on the interior measurements of such area, and shall not include any garages, carports, porches, patios, attics, or unfinished basement space. Any basement or cellar area shall not be included in this computation unless finished and intended for year around living and occupancy. The term "basement" and "cellar" shall have the same meaning as are contained in the BOCA basic building code as such code is then in effect.

Setback Requirements for Lots in Phase 1: The following setback requirements shall exist with respect to each Lot in Phase 1.

No Residence may be constructed on a Lot in Phase 1 within 30 feet of the rear boundary of the lot;

No Residence may be constructed on any Lot within 75 feet of the boundary of the Lot which is adjacent to the street;

No Residence may be constructed on a Lot which is within 50 feet of the side boundary of the Lot.

If any Lot has depicted thereupon a more restrictive building setback line on the Plat, then no Residence shall be constructed on said Lot which violates said setback line as shown on the Plat.

For the foregoing purposes, any portion of a Residence, including open porch, garage, patio, gazebo, swimming pool, or other appurtenance thereto (other than a driveway) must comply with the foregoing setback requirements.

Minimum Setback Requirements and other requirements for Lots in Phase 2: Any Lot in Phase 2 shall be subject to the following minimum setback requirements:

Any Residence constructed on said Lot must not be constructed within 50 feet of any boundary of the Lot; and

If any Lot has depicted thereupon a more restrictive building setback line on the Plat, then no Residence shall be constructed on said Lot which violates said setback line as shown on the Plat.

For the foregoing purposes, any portion of a Residence, including open porch, garage, patio, gazebo, swimming pool, or other appurtenance thereto (other than a driveway) must comply with the foregoing setback requirements.

Lots 10 and 11 in Phase 2 shall also be subject to the further requirement that the respective Lot Owners construct privacy fences on said lots, said privacy fences to run continuously along their respective boundaries between said lots in Phase 2 and Lots which border them in Phase 1 of the subdivision

Architectural Control Committee to Have Discretion to Vary Setback Requirements: Notwithstanding the setback requirements set forth above, the Architectural Control Committee shall have the authority to approve a variance from the foregoing setback requirements if the topography or size of a Lot makes strict enforcement of the foregoing setback requirements unreasonable or impracticable.

Sewer Systems: All Lot Owners must connect their sanitary sewer systems to the Lebanon Sanitary Sewer System which will provide sewer service to the Development. No septic tank or lagoon shall be permitted on any Lot in the Development.

Driveways: Any driveway appurtenant to the Residence shall be constructed of concrete, asphalt, or other equivalent dust free surface approved by the Architectural Control Committee.

Off Street Parking Area: Each Lot must contain within the boundaries of the Lot no less than two off street parking spaces (in addition to the area of any garage or garages on said Lot) of a size suitable for the parking thereupon of normal sized passenger vehicles and pickup trucks. Such parking area shall be constructed of the same type of surface as the driveway appurtenant to said Residence.

Residential Roofs: Each Residence must have a roof which has been approved by the Architectural Control Committee and which shall have either shake shingles, tile, slate, or three-dimensional asphalt or fiberglass, or architectural metal roofing.

Garages: Each Residence shall have a minimum of a two-car garage fully enclosed (or may provide for more parking in said garage than two cars). No residence shall be permitted to have a carport, or other similar structure, which is less than fully enclosed.

4.

Restrictions on Use: The Lots, Residences, and improvements within the Development shall be subject to the following restrictions on the use thereof, to-wit:

Prohibited Uses: In no event shall any Lot be used for any of the following purposes:

As a location of any retail or mercantile establishment for the sale of inventory, goods, or services in the regular course of a business;

As a barber shop, beauty shop, shoe or clothing repair shop, tailoring shop, or any other type of commercial activity which involves picking up and delivering goods and items;

As a boarding house, rooming house, apartment, or other equivalent

rental residential dwelling (except as otherwise specifically permitted by this Declaration);

As a campground or area for the location thereupon of tents or camper trailers which are not owned by the Lot Owner; and

Any other usage which has been specifically prohibited elsewhere in this Declaration or pertinent governmental ordinance, statute, or regulation.

No Commercial Activities: Each lot shall be used for residential purposes and as a single family residential area. No commercial use shall be made of any Lot which does not constitute a "permissible use" as hereafter defined. No use of any Lot shall be maintained or established on any Lot which would in any manner conflict with or violate the ordinances of the City of Lebanon, Missouri. No person may maintain any commercial activity, mercantile activity, storage, warehousing, or any other business activity, whatsoever, on a Lot except as hereafter set forth as a "permissible use".

Permissible Uses: Notwithstanding the prohibition against commercial mercantile, storage, warehousing, or any other business activities on a Lot, the following shall constitute "permissible uses" of a Lot, in addition to the usage of such Lot as a dwelling area for a family, to-wit:

Such uses as are permissible for and as are customarily found in purely domestic residential households;

Infrequent professional consultation by a professional (such as an attorney or physician who, upon frequent occasion, consults with a client or patient in said Residence);

Such recreational purposes as are not prohibited by the Architectural Control Committee, in their sole discretion, and

Such other uses as are not otherwise prohibited by this Declaration, by pertinent governmental ordinance, statute, or regulation.

5.

Accessory Structures: Any building, structure, wall, fence, shed, dog house, garage, or any other similar improvement on any Lot shall not be constructed unless it has been first approved, in writing, by the Architectural Control Committee and is constructed of materials and components reasonably similar to and of similar quality to those used in the construction of the Residence to which said improvements are appurtenant.

6.

Parking: No parking on any street within the Development shall be permitted except temporarily with respect to a social event being conducted by a Lot Owner in said Lot Owner's Residence. Furthermore:

> Any vehicle parked on any Lot must be parked adjacent to a Residence and reasonably obscured from the view of the other Lot Owners and from the street.
>
> No "junked", disabled, or inoperative automobile, truck, tractor, boat, camper, mobile home, motor home, or the like shall be parked on any Lot unless same is in good repair and condition and in an area which is obscured from view as is reasonably possible under the circumstances. The Architectural Control Committee shall have the right to promulgate written rules and regulations relating to inoperative automobiles or other vehicles so that same not be placed within the Development or not parked or stored within the Development or upon any street within the Development. Automobiles or vehicles not used with regular frequency shall not be placed within uncovered parking spaces within the Development, but instead must be parked in enclosed garages.

7.

Nuisances: No Lot Owner shall permit any illegal, noxious, noisy, or offensive activity to be carried on, on said Lot Owner's Lot or do anything or commit any act which may become an annoyance or nuisance to the other Lot Owners. Nuisances shall also include, but not be limited too, any action, inaction or activity as set forth in any pertinent governmental ordinance, statute, or regulation.

8.

Signs: No signs of any kind shall be displayed to the public view within any Lot, except as follows:

> The Developer, herein, may place a temporary sign on a Lot to advertise a Lot for sale or to identify construction agents who were engaged in the construction of a Residence, or sale of a Lot. No bank, savings and loan, credit union, nor any other financial institution signs, shall be placed on a Lot herein. Any and all signs described herein, shall not exceed five (5) square feet in area;
>
> One Realtor's sign may be placed on a Lot to advertise a Lot for sale, but any such sign shall not exceed five (5) square feet in area.
>
> Each Residence may have one mailbox, and on said mailbox may appear the Lot Owner's name and/or the street number assigned to that Lot; and mailbox must be in pre-designed brick encasement.
>
> Notwithstanding anything set forth above in this paragraph, no sign shall be permitted which violates the laws of the State of Missouri or the applicable sign ordinances of the City of Lebanon, which are applicable to the Development.

9.

Exterior Wiring, Antennas, Satellite Receiver Dishes, Etc.: No exterior wiring or antennas, satellite receiver dishes, or similar improvements or equipment shall be permitted on the exterior portion of any Residence or any improvement located on any Lot, except as has been approved in advance by the Architectural Control Committee. No air-conditioner, air-conditioning compressor, or similar installation shall be installed or permitted which appears visible from either the road or street adjacent to a Lot which protrudes through the walls, roof, or window of any residence, except as approved by the Architectural Control Committee. Any satellite dish or receiver must be obscured from view to the maximum extent possible while permitting the functional use of same. To the maximum extent possible, all electrical transmission lines and cables shall be buried.

10.

Livestock, Poultry and Pets: No Lot Owner shall permit any animals, swine, livestock, poultry, or pets of any type or description to occupy, be raised on, be bred, or to be kept upon any portion of a Lot except as follows:

No more than two (2) dogs or four (4) cats or other normal household pets per household may be kept in an appurtenant to any Residence.

No pet shall be allowed to run loose on portions of the Development other than within the Lot which same is owned by the Lot Owner who owns said pet.

A pet may be allowed to run loose within a Lot if the Lot is fenced or the pet is chained or otherwise restricted to that Lot.

No pet shall be allowed to disturb any other Lot Owner in any manner whatsoever or to do damage to or harm any other persons or property.

No dog pen or "dog run" or small area may be fenced with respect to dogs or pets except those which are approved in advance by the Architectural Control Committee.

11.

Trash Storage and Disposal: All trash, rubbish, garbage and other materials which are being thrown away or discarded by a Lot Owner shall be placed and contained in one or more trash cans or suitable containers purchased by the Lot Owner. Said trash disposal containers must be fly-tight, rodent proof, non-flammable, reasonably waterproof, and covered. Except on days when such trash is to be picked up by a trash disposal service, no such container shall be located so as to be exposed to view, and further shall be located indoors or in such other structure, as shall be approved by the Architectural Control Committee. No trash, rubbish, or garbage shall be burned on the Lot by the Lot Owner, or any other person acting on behalf of Lot Owner.

12.

Temporary Structures: No structure of a temporary character such as a shack, shed, tent, dog house, or other improvements shall be used or constructed on any Lot except to the extent same has been approved by the Architectural Control Committee. However, this section shall not interfere with normal childhood activities by the children of Lot Owners who may temporarily locate a tent on a Lot. Nor shall this provision prevent normal construction methods used in the construction of a Residence on a Lot (such as a construction trailer).

13.

No Storage Tanks: No tank for the storage of fuel or other flammable property shall be maintained on any Lot. However, each Lot Owner may maintain secure cans for the storage of gasoline and other propellants so long as a Lot Owner does so in a safe and secure manner, not out of doors, and in quantities which are sufficient only for the use by a Lot Owner. No warehousing or storage of flammable liquids on any Lot shall occur except to the extent reasonably necessary to provide the Lot Owner with fuel for the operation of lawn tractors, boat motors, etc. Propane tanks must be buried.

14.

Automotive Repair Prohibited: No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur in any Lot; provided, however, that Lot Owners shall be permitted to perform ordinary periodic maintenance and repair upon their motor vehicles within enclosed garages.

15.

Lots to be Kept Free of Debris: All Lots shall be kept free of debris, in a neat and well-maintained condition, and all activities thereon shall be sanitary and safe for other Lot Owners.

16.

No House Trailers: No house trailers, mobile home, or motor home, or recreational vehicle shall be used for the habitation of any person on any Lot within the Development. Nor shall trailers, motor homes or recreational vehicles be parked or stored on lot unless in an enclosed garage.

17.

Fences: No fence shall be constructed by any Lot Owner except a fence which has been previously approved, in writing, by the Architectural Control Committee. The Architectural Control Committee, in its discretion, may prohibit all fences, or may restrict the types, design, height, and appearance, and sturdiness of any fence in the Development.

18.

Land Use and Building Type: No Lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than four cars; except that each dwelling may have one outbuilding. Lots may not be further subdivided. Once construction has commenced on a residence or an out building, the exterior must be completed within 6 months and all remaining interior work must be diligently pursued thereafter until completion. A Lot Owner purchasing a Lot, must begin construction of a home within 12 months of the date of purchase. If the lot owner fails to begin timely construction, within 12 months, as provided herein, the Craig R. Curry, the developer herein, shall have the absolute right to purchase said Lot back from the Lot Owner, at the original cost (original purchase price). If Craig R. Curry exercises the above described option to re-purchase, the Lot Owner must immediately re-convey the Lot back to Craig R. Curry, by warranty deed, upon Craig R. Curry, tendering the original purchase price back to Lot Owner.

19.

Additional Dwelling Requirements: Dwelling structures shall have continuous concrete foundations. One outbuilding in addition to each dwelling shall be permitted, such outbuilding shall be with outside finish similar in conformance with the exterior of the dwelling structure. All buildings shall be kept in a good state of repair.

20.

Easements: Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within said easements, no permanent structure shall be placed or permitted to remain but the owners of lots to which said easements pertain may erect and maintain fences, or hedges along the property and easement lines of lots, except that the same shall be subject at all times to the proper right to sue such easements for said purposes. Said easement areas shall be maintained continuously by the owner of the lot to which it pertains, except for those improvements for which a public authority or utility company is responsible.

21.

Building Materials: No building materials shall be placed or stored upon any lot until the owner is ready to commence construction of improvements, thereon, unless housed in a temporary structure allowed in accordance with the Architectural Committee; all materials shall be new; and no building shall be moved from another location to this subdivision.

22.

Truck Parking: No trucks larger than a three quarter ton pickup shall be allowed to regularly park on any street or lot in said subdivision. Trucks used by the developer to develop the subdivision are excluded from this regulation.

23.

Vehicles: No vehicle, boat, trailer, camper, motor home, all terrain vehicle, recreational vehicle, or other vehicle, of any kind or description, shall be permitted to park on the street or remain on a lot in such subdivision for more than forty-eight hours unless on a concrete or paved pad located behind the rear foundation line of the respective residence and further, that no such vehicle shall be occupied or inhabited at any time. Off street parking must be provided for all vehicles used by occupants of each residence.

24.

Swimming Pools: Any and all swimming pools, spas, hot tubes, and/or whirlpools shall be constructed and fence, enclosed or covered in such manner as will protect all persons and pets from accident, injury and death.

25.

Duration: These Restrictions, Limitations, Conditions and Covenants shall run with the land and shall be binding on all parties, persons, and entities claiming under them for a period of thirty (30) years from the date hereof, after which time, said Restrictions, Limitations, Conditions and Covenants shall be automatically extended for sucessive periods of ten (10) years, unless an instrument signed by a majority of the owners of said Lots has been recorded in the Recorder of Deeds Office For Laclede County, Missouri, agreeing to change said covenants in whole or in part. Invalidation of any one or more of these Restrictions, Limitations, Conditions and Covenants by judgment or court order shall in no way affect any of the other provisions, which shall continue to remain in full force and effect.

26.

Enforcement: The enforcement of these Restrictions, Limitations, Conditions and Covenants shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any Restrictions, Limitations, Conditions and/or Covenants, to restrain or enjoin violation or to recover damages. Any and all costs of such enforcement of these Restrictions, Limitations, Conditions and Covenants, including but not limited to reasonable attorney fees, suit monies, expert witness fees, and costs shall be taxed against the person or persons violating or attempting to violate the same. For purposes of the enforcement of these Restrictions, Limitations, Conditions and Covenants, venue and jurisdiction shall lie in the Circuit Court of Laclede County, Missouri; and the Restrictions, Limitations, Conditions and Covenants, shall be interpreted pursuant to Missouri law.

Executed this 31st day of July, 1997.

Craig Robert Curry, Trustee of Irrevocable Trust Agreement, of 1/29/88, F.B.O. Craig Robert Curry

Craig R. Curry

Tracy S. Curry

Tracy S. Curry

STATE OF MISSOURI)
) SS
COUNTY OF LACLEDE)

On this 31st day of July, 1997, before me personally appeared Craig Curry Robert Curry, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Trustee, of the above described Irrevocable Trust Agreement.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Linda Knudson
Notary Public For
Laclede County, Missouri

My commission expires:
2-19-2000

STATE OF MISSOURI)
) SS
COUNTY OF LACLEDE)

On this 31st day of July, 1997, before me personally appeared Craig R. Curry and Tracy S. Curry, Husband and 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.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Linda Knudson
Notary Public For
Laclede County, Missouri

My commission expires:

2-19-2000

BOOK 206 PAGE 8372

4299

9 o'clock — minutes — 52
FILED FOR RECORD
AUG 1 5 1997
Lynn Stowe
Circuit Clerk & Ex-Officio Recorder
Laclede County, Missouri

STATE OF MISSOURI } ss.
County of Laclede

In the Recorder's Office

I, Lynn Stowe, Recorder of said county, do hereby certify that the within instrument of writing, with the certificate thereon, was, on the 15TH day of AUGUST, A.D., 19 97, at 9 o'clock and 00 minutes A M., filed for record in this office and is duly recorded in the Records of this office in Book 206 at page 8359-72

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Lebanon, Mo., the date last above written.

LYNN STOWE Recorder
Jennifer Staudt
Deputy

Recorder's Fee — — — $ ________

HENRY M. ADKINS & SON, INC. • CLINTON, MO A-1860

4299 /
Cert'd Check 60.00