

Callaway County, Missouri

No. 602330 Book M401 Page 382

Callaway County, State of Missouri

R E C O R D E D

Mar 29, 2006 10:23 AM Fees \$42.00



Kenneth Dillon

Ken Dillon, Recorder
of Deeds

Lana Taylor Deputy

Lana Taylor

SUPPLEMENT TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
RELATED TO RYAN'S LAKE HOMEOWNERS' ASSOCIATION, INC.

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RELATED TO RYAN'S LAKE HOMEOWNERS' ASSOCIATION, INC. ("Supplement") is made as of the 1st day of July, 2005 by RAYNOLD NIEDERGERKE AND GLENDA NIEDERGERKE, HUSBAND AND WIFE, AND RICHARD SAMSON AND JANET SAMSON, HUSBAND AND WIFE, (collectively, "Grantors"), RYAN'S LAKE, L.L.C., a Missouri limited liability company ("Company"), and Ryan's Lake Homeowners' Association, Inc., a Missouri non-profit corporation (the "Association").

RECITALS

WHEREAS, Company is the declarant under that certain Declaration of Covenants, Conditions, Restrictions, and Easements dated the 22nd day of December, 1997 and recorded in Book 339 at Page 487 in the office of the Recorder of Deeds for Callaway County, Missouri (the "Declaration");

WHEREAS, said Declaration, at Article II, Section 2 states the process by which the owner of land may subject it to the operation and effect of the Declaration;

WHEREAS, Grantors are the owners of that certain property located contiguous to the Property described in the Declaration and the Grantors' property is more particularly described on Exhibit A attached and incorporated by this reference (the "Grantor Property");

WHEREAS, Grantors desire to subject the Grantor Property to the operation and effect of the Declaration by this Supplement and the recording of the same in the records of the Callaway County Recorder;

WHEREAS, Grantor Richard Samson and Company, as required by the Declaration, have approved the Grantor Property becoming subject to the operation and effect of the Declaration;

WHEREAS, the Association joins in this Supplement for purposes of acknowledging the addition of the Grantor Property to the operation and effect of the Declaration and the addition of the owners thereof to membership in the Association; and

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WHEREAS, The parties now desire to supplement the Declaration as set forth herein in order to subject the Grantor Property to the operation and effect of the Declaration.

NOW, THEREFORE, the undersigned agree as follows:

1. By their execution of this Supplement, Grantor Richard Samson and Company consent to the addition of the Grantor Property to the operation and effect of the Declaration.

2. Grantors do hereby subject the Grantor Property to the operation and effect of the Declaration, such grant being applicable to Grantors, their heirs, successors and assigns.


3. All of the Grantor Property shall be subject to the covenants, conditions, restrictions, and easements specified in the Declaration, and any amendments thereto, which shall run with the land, and shall be binding upon every owner of every lot which is part of, or will be part of, the Grantor Property, in the same manner as if said restrictions were set out in full in each contract and conveyance of or concerning any part of the Grantor Property.

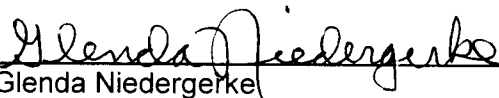
4. Association acknowledges the addition of the Grantor Property and the addition of the owners of the Grantor Property, or the owners of portions thereof whether now or hereafter, as Members of the Association

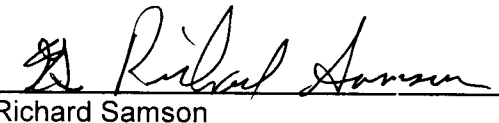
5. Except as otherwise stated in this Supplement, the Declaration remains in full force and effect.

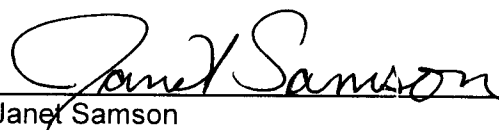
IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed on the date first above written.

Grantors:


Raynold Niedergerke


Glenda Niedergerke


Richard Samson


Janet Samson

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Company

Ryan's Lake, L.L.C.

By: Richard L. Samson
Richard L. Samson, Manager

ASSOCIATION

Ryan's Lake Homeowners' Association, Inc.

By: Richard L. Samson
Richard L. Samson, President

Attest:

By: Raynold Niedergerke
Raynold Niedergerke, Secretary

Date: July 1 2005

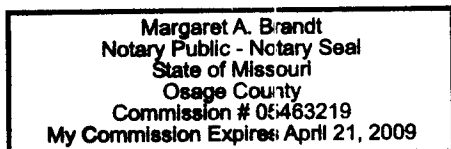
STATE OF MISSOURI)
COUNTY OF Cole) ss.

On this 1 day of July, 2005, before me personally appeared **RAYNOLD NIEDERGERKE AND GLENDA NIEDERGERKE**, 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 for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Margaret A. Brandt
Notary Public
Name Printed: Margaret A. Brandt

My commission expires: April 21, 2009



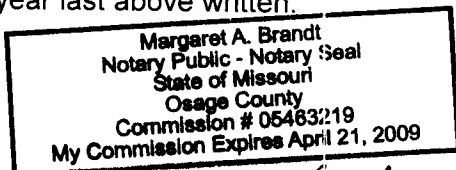
Callaway County, Missouri

STATE OF MISSOURI)

COUNTY OF Cole) ss.

On this 1 day of July, 2005, before me personally appeared **RICHARD SAMSON AND JANET SAMSON**, 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 for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Margaret A. Brandt
Notary Public
Name Printed: Margaret A. Brandt

My commission expires: April 21, 2009

STATE OF MISSOURI)

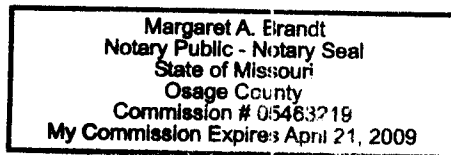
COUNTY OF Cole) ss

On this 1 day of July, 2005, before me personally appeared Richard L. Samson, to me known to be the person who executed the foregoing instrument, and, being by me duly sworn, stated that he is the Manager of **Ryan's Lake, L.L.C.**, a Missouri limited liability company, and that as Manager he is authorized by the Operating Agreement of said limited liability company to execute this instrument on behalf of such limited liability company and acknowledged to me that he executed the same as his free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

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

Margaret A. Brandt
Notary Public in said State

My Commission Expires: April 21, 2009



Callaway County, Missouri

STATE OF MISSOURI

)
)SS.
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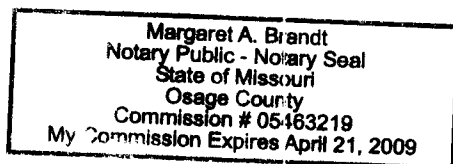
COUNTY OF COLE

On this 1 day of July, 2005, before me appeared Richard Loman, to me personally known, who, being by me duly sworn did say that he is the President of **RYAN'S LAKE HOMEOWNERS' ASSOCIATION, INC.**, a Missouri corporation, and that said corporation has no seal, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Margaret A. Brandt
Notary Public
Name Printed: Margaret A. Brandt

My commission expires: April 21, 2009.



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Exhibit A

All that part of the West Half of the Southeast Quarter and that part of the Southwest Quarter of Section Thirty-six (36), Township Forty-Six (46) North, Range Eleven (11) West of the 5th Principal Meridian, Callaway County, Missouri, that is more particularly described as follows:

BEGINNING at the southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 36; thence easterly along the South line of said Section 36, a distance of 523.35 feet to the Gastineau Tract; thence with the West line of said tract, North 1 degree 59' 09" East, 1542.91 feet to the southeast corner of the Thorton Tract; thence North 89 degrees 06' West, along the property line, a distance of 2256.19 feet, more or less, to the East line of a County Road; thence with said line, South 1 degree 12' West, 1574.31 feet to the South line of said Section 36; thence with said line, easterly a distance of 1660.27 feet to the PLACE OF BEGINNING.

SUBJECT to easements of records;

Excepting therefrom:

All that part of the Southwest Quarter of Section Thirty-six (36), Township Forty-six (46) North, Range Eleven (11) West of the 5th Principal Meridian, Callaway County, Missouri, that is more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 36; thence westerly along the South line of said Section 36, a distance of 1660.27 feet to the East line of County Road No. 371; thence Northerly with said line, a distance of 686.86 feet to the point of the beginning, of the land herein described; thence North 1 degree 12' East 887.45 feet to the Southwest Corner of the Dick Thrash Property, thence with said line, South 89 degrees 26' East, 612.53 feet to the Southeast corner thereof, thence South 7 degrees 09' East, 726.12 feet, thence South 9 degrees 02' West, 169.71 feet, thence North 89 degrees 26' West, 694.58 feet to the place of beginning;

and Except:

Part of the Southwest Quarter of Section 36, Township 46 North, Range 11 West, Callaway County, Missouri; More particularly described as follows: From the northwest corner of Section 1, Township 45 North, Range 11 West, thence S89 degrees 03' 40" E, along the Township Line, 1600.51 feet to the point of beginning for this description; thence continuing S89 degrees 3' 40" E, 193.28 feet; thence N65 degrees 23 '21" W, 220.48 feet; thence S68 degrees 57' 15" W, 122.34 feet; thence S00 degrees 27; 44" W, 233.39 feet to the point of beginning;

and Except:

Part of the East Half of the Southwest Quarter and part of the West Half of the Southeast Quarter of Section 36, Township 46 North, Range 11 West, Callaway County, Missouri, more particularly described as follows:

BEGINNING at the Southeast corner of Lot 9, of Ryan's Lake Subdivision, as per plat of record in Plat Book 9, page 64, Callaway County Recorder's Office; thence South 84 degrees 46' 17" West, along the southerly boundary of said Lot 9, (a distance of) 160.06 feet to the southwesterly corner thereof; thence South 03 degrees 39' 15" East, along the southerly

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extension of the easterly right-of-way line of Erika Lane, 30.00 feet; thence North 85 degrees 22' 05" East, 244.69 feet; thence South 04 degrees 52' 13" East, 881.19 feet; thence South 05 degrees 22' 18" East, 648.85 feet to the southerly boundary of said Section 36; thence North 84 degrees 26' 42" East, along the Township line, 526.63 feet to the southeasterly corner of the property described in Book 324, Page 933, Callaway County Recorder's Office; thence North 04 degrees 17' 30" West, along the easterly boundary of said property in Book 324, page 933 (a distance of) 1540.68 feet to the southeasterly corner of the property described in Book 376, Page 710, Callaway County Recorder's Office; thence South 86 degrees 30' 06" West, along the southerly boundary of said property in Book 376, Page 710, (a distance of) 632.00 feet to the POINT OF BEGINNING.

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BOOK 329 PAGE 489

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
RELATED TO
RYAN'S LAKE HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION is made as of the 22 day of December, 1997, by Ryan's Lake, L.L.C. (the "Company").

RECITALS

A. The Company owns a 24.48 () acre tract of land more or less located in Callaway County, Missouri. The tract (the "Property") consists of all of the land shown on the subdivision plat entitled "Ryan's Lake Subdivision" recorded among the records of Callaway County, Missouri in Plat Book 9, Page 64 (the "Plat").

B. The Company desires to subject the Property, and the lots shown in the Plat (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed on the Common Areas. All of said Lots, when sold, shall be subject to the covenants, conditions, restrictions and easements specified herein, which shall run with the land, and shall be binding upon every owner of the Lots in said subdivision in the same manner as if said restrictions were set out in full in each contract and conveyance of or concerning any Lot or any part thereof.

D. The Company hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

ARTICLE I

DEFINITIONS

(a) "Association" means the Ryan's Lake Homeowners' Association, Inc.

(b) "Common Area" means those areas of land, designated on the Plat as "open space," intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots including, but not limited to the lake designated on the Plat (the "Lake").

(c) "Company" means Ryan's Lake, L.L.C. and any successor or assign thereof to whom Ryan's Lake, L.L.C. shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Ryan's Lake, L.L.C. shall expressly transfer and assign all of its rights, title and interest under this Declaration, or any amendment or modification of this Declaration.

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(d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner," shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(e) "Property" means all of the land shown on the Plat and such additional land as may be subjected to this Declaration under the provisions of Article II below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1

All of the land shown on the Plat (the "Existing Property") shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

Upon the written approval of Richard Samson or the Company, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Callaway County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

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ARTICLE III

COVENANTS, CONDITIONS, AND RESTRICTIONS

SECTION 1

The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family with the following minimum requirements:

(a) One story, bi-level and split level single family residences must have a minimum of 1,200 square feet on the main level; and

(b) One and one-half story and two story single family residences must have a minimum of 1,400 square feet of total floor space, 800 square feet of which must be on the ground floor.

In addition, real estate sales, management and construction offices may, with the prior written consent of the Association, be erected, maintained and operated on any Lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, or sale of any part of the Property, or of improvements now or hereafter erected on the Property.

Any single family residence shall be constructed so that it complies with the following minimum setbacks:

(a) the front line of the building must be at least sixty (60) feet from the center of the street (or thirty-five (35) feet from the Lot property line;

(b) the side of the building must be at least fifteen (15) feet from the side Lot line, except that on corner lots, the minimum setback for the side of the building facing the street is twenty-five (25) feet.

Notwithstanding the foregoing, Lot 29, as indicated on the plat, shall be allowed a minimum setback line of twenty-five feet from the front Lot line.

Any deviations from the minimum setbacks set forth above are subject to the approval of the architectural control committee.

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SECTION 2

ARCHITECTURAL CONTROL

(a) No building, fence, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, green house, gazebo or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the Property, nor shall any addition to or change or alteration be made, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the Structure, addition or alteration shall have been submitted to and approved in writing by the architectural control committee. The architectural control committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors, changes in topography, grade elevations and/or drainage; factors of public health and safety; the affect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area. Approval shall not be unreasonably withheld.

(b) The Architectural Control Committee ("Committee") shall be composed of Jefferson White, Richard Samson, and Raynald O. Niedergerke. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor or successors. A majority of the Committee may designate a representative of the Committee to act on its behalf. No member of the Committee or its designated representative shall be entitled to any compensation for his or her services. However, the Association may reimburse any member of the Committee or its designated representative for his actual expenses incurred in the performance of his duties. At any time after the Company's voting membership has been converted to Class A as provided in the Articles of Incorporation of the Association or after five (5) years from the date of this Declaration, whichever occurs earlier, the then Owners of a majority of the Lots may elect new members and/or change the number of members of the Committee pursuant to the voting provisions of the Articles of Incorporation and Bylaws of the Association, as such may be amended from time to time.

The Committee's approval or disapproval, as required by this Section shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it (or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof), approval will not be required and the requirements of this Section will be deemed to have been waived. The waiver of the requirements of this Section at any given time shall not constitute a waiver of such requirements in future instances.

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No fence or wall on a lot (other than necessary retaining walls) shall be closer to the street than the rear building line. For corner lots, any fences or walls must be at least twenty feet from the side lot line on the street side. Any property perimeter fences are subject to the approval of the architectural control committee and shall not impede surface drainage. Approved privacy enclosures of open patios, swimming pools or garden courts are subject to the approval of the architectural control committee.

SECTION 3

BUILDING REQUIREMENTS

All buildings shall have a poured concrete foundation and no concrete blocks shall be used for foundations or retaining walls. An Owner may, with the approval of the architectural control committee, use decorative block for retaining walls.

The front of all buildings, except the box out or cantilever, must be brick veneer or hard surface approved by the architectural control committee.

All framing lumber shall be on a maximum of two (2) foot centers. Structural headers must be used in headers over ten (10) feet long. Roofing materials must be of twenty (20) year composition or better and the roof on the main body of the house facing the street must have a minimum of 4/12 pitch. Minimum approved decking material is .40 CCA. CCA must be used for the structural members.

No earth contact, modular or factory built homes are allowed.

Storage sheds must not be built closer to the street than the rear building line and five (5) feet from the side lot line. Except on a corner lot, an out building can not be closer to the front street than the rear building line and fifteen (15) feet from the side lot line on the street side.

SECTION 3

OTHER RESTRICTIONS

(a) No animals may kept, maintained or bred on any Lot or in any dwelling houses or Structure erected on any Lot, except that no more than two dogs, cats or similar domestic household pets may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. Any animal kept, maintained or bred on any Lot must be leashed or penned at all times (electric pet fences or similar enclosures are acceptable) and none may be permitted to run at large. If the architectural control committee determines that any animal on any Lot is disturbing the peace and quiet of the neighborhood or is perceived to be dangerous or causing a nuisance shall be removed at the Owner's expense.

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(b) No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use of any portion of the Property shall be permitted which may be noxious or detrimental to health. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Any and all rubbish, trash or garbage shall be kept in proper sanitary containers. Burning of rubbish, trash or garbage on any Lot is strictly prohibited.

(c) Each Lot and the Structures on the Lot shall be kept in good order and repair and free of debris; lawns shall be mowed, shrubbery trimmed and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements on the Lot as provided in this Declaration, the Association, after notice to the Owner and with the approval of the Board of Directors of the Association, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

(d) No Structure, other than a dwelling house, shall be used at any time as a residence, either temporarily or permanently. No boats, trailers or recreational vehicles shall be regularly parked or stored on any street, or on any Lot except in a garage or behind the front building line. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver of the vehicle to perform the business functions to which the commercial vehicle relates. No abandoned, unlicensed or junk vehicles of any kind shall be placed upon, maintained, or stored on any Lot.

(e) No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Company, except customary "For Rent" and "For Sale" signs, not larger than twenty-eight (28) inches wide and twenty (20) inches high, placed on or in front of a dwelling house by the Owner or the Owner's authorized agent.

(f) No outside television or radio antenna shall be erected, installed or maintained on any Lot, or on any Structures on the Lot without the prior written approval of the Association, except that outside television or radio antennae not more than four (4) feet in height or satellite dishes not more than three (3) feet in diameter shall be permitted on the exterior of a dwelling house without such approval.

(g) No permanent exterior clothes line shall be erected, installed or maintained on any Lot, or on any Structure thereon. Only collapsible or retractable clothes lines shall be used and they shall be collapsed or retracted when not in use and shall be located in the rear yard behind the dwelling house.

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(h) The front yard of each Lot shall be kept only as a lawn, which may include trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

SECTION 2

The Association shall have two classes of voting membership:

Class A. Except for the Company (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Company. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the tenth (10th) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association.

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ARTICLE V

COMMON AREA

SECTION 1

The Company shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas shown on a subdivision plat of land which is subject to this Declaration, including the lake designated therein (the "Lake"), in September of 1999, or sooner at the sole discretion of the Company. Until the time of the conveyance to the Association, the Company shall operate and maintain all of the Common Area. At the time of the conveyance, the Common Area shall be free of any mortgages, judgment liens or similar liens or encumbrances. The Association shall hold the Common Area conveyed to it subject to the following:

(a) The reservation, to the Company, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

(b) The reservation to the Company, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewer Easement," "Open Space," and "Area Reserved for Future Road," or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(c) The reservation to the Company, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to the Company, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

SECTION 2

The Common Areas both prior to and after conveyance to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, but not limited to, shelters, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools

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and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained on the Common Areas for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Company, or after conveyance to the Association, the Association.

SECTION 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 4

The Company, until conveyance to the Association, shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense. After the Company conveys the Common Area to the Association, the Association shall be responsible for the activities set forth in this Section 4.

SECTION 5

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation adopted by the Company or, after conveyance by the Company, the Association now or in the future for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Company, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Company shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION I

The Company shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions set forth in this Declaration, which are imposed upon the Lots for the benefit of the Company, the Association and the Owners, and their respective legal representatives, heirs, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

Callaway County, Missouri

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

SECTION 2

Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants or to contract purchasers who reside on his Lot.

SECTION 3

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Company or the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

SECTION 4

The rights, privileges and easements of the Owners are at all times subject to the right of the Company or Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Company or Association; provided, however, that after conveyance of the Common Area to the Association, no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VII

COVENANT FOR ASSESSMENT

SECTION 1

The Company, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as

Callaway County, Missouri

provided in this Declaration. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum or the highest rate allowed at law, whichever is lower, accruing from their due date until payment is made, and the costs of collection and reasonable attorney's fees, shall be a charge on, and continuing lien upon, each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum or the highest rate allowed at law, whichever is lower, accruing as set forth above, and costs and reasonable attorney's fees incurred or expended by the Association in collection, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners in the same manner as real property taxes assessed or assessable against the Lots) and insurance on the Common Areas.

SECTION 3

The annual assessment shall be determined by the Company by no later than August of 1999, to begin on the first day of the month following the month in which the Common Areas are transferred by the Company to the Association. The maximum permissible annual assessment shall increase each year by two percent (2%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the two percent (2%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association. Notwithstanding anything elsewhere set forth in this Declaration, the annual assessments or charges made or levied against any Lot of which the Company is the Owner on January 1st of the year to which the assessment pertains, shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Company shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section.

Callaway County, Missouri

SECTION 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3rds) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 5

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast two-thirds (2/3) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment, however, such due date shall be at least forty five (45) days after the date of such resolution.

Callaway County, Missouri

SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of the Lots and assessments applicable to the Lots which shall be kept in the office of the Association and shall be open to inspection by any Owner. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title to the Lot be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date of the assessment.

SECTION 9

The lien of the assessments provided for in this Declaration shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of his Lot.

ARTICLE VIII

RESERVED EASEMENTS

(a) The Company reserves easements over the front, side and rear five feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains. For those Lots which are contiguous with the Lake (the "Lake Lots"), the Company reserves unto itself and all Owners a mutual and non-exclusive, perpetual easement over the rear fifteen (15) feet of the Lake Lots for ingress and egress to the Lake by all Owners, subsequent Owners, their lessees, licensees, invitees and their successors in interest. No Structure, planting or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements, or, for the Lake Lots, which may interfere with access to the Lake. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Company or an Owner of any Lot, or of any interest in any

Callaway County, Missouri

Lot, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Company's or Owner's entire interest in the Lot.

(b) The designation of streets, avenues, roads, courts and open spaces on the Plat is for the purpose of description only and not dedication, and the rights of the Company in the same are specifically reserved, and the Company hereby reserves to itself, its successors and assigns, the right to grade, regrade and improve the street, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks or excavation in connection with such creation or extension and in the construction of and installation of drainage structures.

(c) The Company further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipalities; to install and maintain pipelines, underground or above ground lines, with the necessary appurtenances, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Company may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in Paragraph 1 of Article VII of this Declaration or as shown on the Plat. The Company further reserves to itself, its successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as shown on the Plat, without the prior written approval of the Company.

(d) Nothing in this Article VIII shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other Owner's property or giving the public or any government entity any right in said tract. Any Owner, however, may file collateral claims with the condemning authority for its losses which are separate and apart from the value of the land and improvements taken from the affected Owner.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Callaway County, Missouri

SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of two-thirds (2/3) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots. Any amendment must be recorded among the records of the jurisdiction referred to in the Recitals to this Declaration.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Company shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Company, may be exercised only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part of the Property or any Lots on the Property, for federally approved mortgage financing purposes under applicable Veterans' Administration, Federal Housing Administration or similar programs. If the Veterans' Administration or the Federal Housing Administration or any successor agencies approve all or any portion of the Property or any Lots on the Property for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval. The Bank joins in this Declaration for the purpose of assenting to and subordinating its interest under the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights and benefits reserved and retained by the Company in this Declaration.

IN WITNESS WHEREOF, the Company and the Bank have caused this Declaration to be recorded the date first above written.

Company

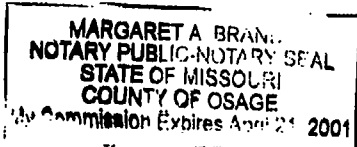
RYAN'S LAKE, L.L.C.

By: 
Jefferson White, Manager

Callaway County, Missouri

State of Missouri)
) ss
County of Callaway)

On this 22 day of December in the year 1997 before me, Jefferson White, a Notary Public in and for said State, personally appeared Jefferson White, Manager of Ryan's Lake, L.L.C., known to me to be the person who executed the foregoing Declaration of Covenants, Conditions, Restrictions and Easements Related to Ryan's Lake Homeowners' Association, Inc. in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.



Margaret A. Brandt
Notary Public
Printed Name: Margaret A. Brandt

My commission expires:

April 21, 2001

STATE OF MISSOURI, }
County of Callaway } ss.

IN THE RECORDER'S OFFICE

I, Kenneth Dillon, Recorder of said County, do hereby certify that the within instrument of writing, was, at 3 o'clock and 37 minutes, P.M., on the 23rd day of Dec, A.D. 1997 duly filed for the record in my office, and is duly recorded in the records of this office, in Record Book 339 at page 487.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Fulton, Mo.

Kenneth Dillon, Recorder
Lana Taylor, Deputy





No. 602330 Book M401 Page 382

Callaway County, State of Missouri

R E C O R D E D

Mar 29, 2006 10:23 AM Fees \$42.00

Kenneth Dillon

Ken Dillon, Recorder
of Deeds

Lana Taylor Deputy

Lana Taylor

SUPPLEMENT TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
RELATED TO RYAN'S LAKE HOMEOWNERS' ASSOCIATION, INC.

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RELATED TO RYAN'S LAKE HOMEOWNERS' ASSOCIATION, INC. ("Supplement") is made as of the 1st day of July, 2005 by RAYNOLD NIEDERGERKE AND GLENDA NIEDERGERKE, HUSBAND AND WIFE, AND RICHARD SAMSON AND JANET SAMSON, HUSBAND AND WIFE, (collectively, "Grantors"), RYAN'S LAKE, L.L.C., a Missouri limited liability company ("Company"), and Ryan's Lake Homeowners' Association, Inc., a Missouri non-profit corporation (the "Association").

RECITALS

WHEREAS, Company is the declarant under that certain Declaration of Covenants, Conditions, Restrictions, and Easements dated the 22nd day of December, 1997 and recorded in Book 339 at Page 487 in the office of the Recorder of Deeds for Callaway County, Missouri (the "Declaration");

WHEREAS, said Declaration, at Article II, Section 2 states the process by which the owner of land may subject it to the operation and effect of the Declaration;

WHEREAS, Grantors are the owners of that certain property located contiguous to the Property described in the Declaration and the Grantors' property is more particularly described on Exhibit A attached and incorporated by this reference (the "Grantor Property");

WHEREAS, Grantors desire to subject the Grantor Property to the operation and effect of the Declaration by this Supplement and the recording of the same in the records of the Callaway County Recorder;

WHEREAS, Grantor Richard Samson and Company, as required by the Declaration, have approved the Grantor Property becoming subject to the operation and effect of the Declaration;

WHEREAS, the Association joins in this Supplement for purposes of acknowledging the addition of the Grantor Property to the operation and effect of the Declaration and the addition of the owners thereof to membership in the Association; and

WHEREAS, The parties now desire to supplement the Declaration as set forth herein in order to subject the Grantor Property to the operation and effect of the Declaration.

NOW, THEREFORE, the undersigned agree as follows:

1. By their execution of this Supplement, Grantor Richard Samson and Company consent to the addition of the Grantor Property to the operation and effect of the Declaration.

2. Grantors do hereby subject the Grantor Property to the operation and effect of the Declaration, such grant being applicable to Grantors, their heirs, successors and assigns.

3. All of the Grantor Property shall be subject to the covenants, conditions, restrictions, and easements specified in the Declaration, and any amendments thereto, which shall run with the land, and shall be binding upon every owner of every lot which is part of, or will be part of, the Grantor Property, in the same manner as if said restrictions were set out in full in each contract and conveyance of or concerning any part of the Grantor Property.


4. Association acknowledges the addition of the Grantor Property and the addition of the owners of the Grantor Property, or the owners of portions thereof whether now or hereafter, as Members of the Association

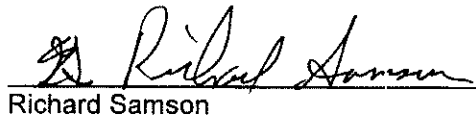
5. Except as otherwise stated in this Supplement, the Declaration remains in full force and effect.

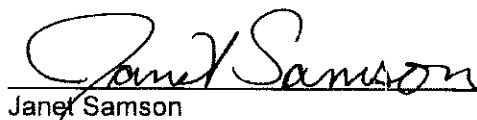
IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed on the date first above written.

Grantors:


Raynold Niedergerke


Glenda Niedergerke


Richard Samson


Janet Samson

Company

Ryan's Lake, L.L.C.

By: Richard L. Samson
Richard L. Samson, Manager

ASSOCIATION

Ryan's Lake Homeowners' Association, Inc.

By: Richard L. Samson
Richard L. Samson, President

Attest:

By: Raynold Niedergerke
Raynold Niedergerke, Secretary

Date: July 1 2005

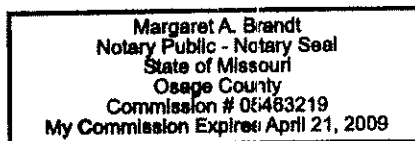
STATE OF MISSOURI)
COUNTY OF Cole) ss.

On this 1 day of July, 2005, before me personally appeared **RAYNOLD NIEDERGERKE AND GLENDA NIEDERGERKE**, 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 for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Margaret A. Brandt
Notary Public
Name Printed: Margaret A. Brandt

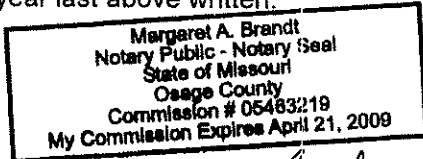
My commission expires: April 21, 2009



STATE OF MISSOURI)
COUNTY OF Cole) ss.

On this 1 day of July, 2005, before me personally appeared **RICHARD SAMSON AND JANET SAMSON**, 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 for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Margaret A. Brandt
Notary Public
Name Printed: Margaret A. Brandt

My commission expires: April 21, 2009

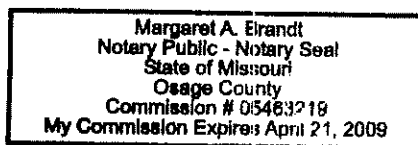
STATE OF MISSOURI)
COUNTY OF Cole) ss.

On this 1 day of July, 2005, before me personally appeared Richard L. Samson, to me known to be the person who executed the foregoing instrument, and, being by me duly sworn, stated that he is the Manager of **Ryan's Lake, L.L.C.**, a Missouri limited liability company, and that as Manager he is authorized by the Operating Agreement of said limited liability company to execute this instrument on behalf of such limited liability company and acknowledged to me that he executed the same as his free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

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

Margaret A. Brandt
Notary Public in said State

My Commission Expires: April 21, 2009



STATE OF MISSOURI)
)SS.
COUNTY OF COLE)

On this 1 day of July, 2005, before me appeared Richard Larson, to me personally known, who, being by me duly sworn did say that he is the President of **RYAN'S LAKE HOMEOWNERS' ASSOCIATION, INC.**, a Missouri corporation, and that said corporation has no seal, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Margaret A. Brandt
Notary Public
Name Printed: Margaret A. Brandt

My commission expires: April 21, 2009

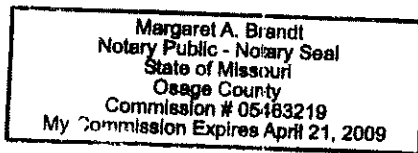


Exhibit A

All that part of the West Half of the Southeast Quarter and that part of the Southwest Quarter of Section Thirty-six (36), Township Forty-Six (46) North, Range Eleven (11) West of the 5th Principal Meridian, Callaway County, Missouri, that is more particularly described as follows:

BEGINNING at the southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 36; thence easterly along the South line of said Section 36, a distance of 523.35 feet to the Gastineau Tract; thence with the West line of said tract, North 1 degree 59' 09" East, 1542.91 feet to the southeast corner of the Thorton Tract; thence North 89 degrees 06' West, along the property line, a distance of 2256.19 feet, more or less, to the East line of a County Road; thence with said line, South 1 degree 12' West, 1574.31 feet to the South line of said Section 36; thence with said line, easterly a distance of 1660.27 feet to the PLACE OF BEGINNING.

SUBJECT to easements of records;

Excepting therefrom:

All that part of the Southwest Quarter of Section Thirty-six (36), Township Forty-six (46) North, Range Eleven (11) West of the 5th Principal Meridian, Callaway County, Missouri, that is more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 36; thence westerly along the South line of said Section 36, a distance of 1660.27 feet to the East line of County Road No. 371; thence Northerly with said line, a distance of 686.86 feet to the point of the beginning, of the land herein described; thence North 1 degree 12' East 887.45 feet to the Southwest Corner of the Dick Thrash Property, thence with said line, South 89 degrees 26' East, 612.53 feet to the Southeast corner thereof, thence South 7 degrees 09' East, 726.12 feet, thence South 9 degrees 02' West, 169.71 feet, thence North 89 degrees 26' West, 694-58 feet to the place of beginning;

and Except:

Part of the Southwest Quarter of Section 36, Township 46 North, Range 11 West, Callaway County, Missouri; More particularly described as follows: From the northwest corner of Section 1, Township 45 North, Range 11 West, thence S89 degrees 03' 40" E, along the Township Line, 1600.51 feet to the point of beginning for this description; thence continuing S89 degrees 3' 40" E, 193.28 feet; thence N65 degrees 23' 21" W, 220.48 feet; thence S68 degrees 57' 15" W, 122.34 feet; thence S00 degrees 27' 44" W, 233.39 feet to the point of beginning;

and Except:

Part of the East Half of the Southwest Quarter and part of the West Half of the Southeast Quarter of Section 36, Township 46 North, Range 11 West, Callaway County, Missouri, more particularly described as follows:

BEGINNING at the Southeast corner of Lot 9, of Ryan's Lake Subdivision, as per plat of record in Plat Book 9, page 64, Callaway County Recorder's Office; thence South 84 degrees 46' 17" West, along the southerly boundary of said Lot 9, (a distance of) 160.06 feet to the southwesterly corner thereof; thence South 03 degrees 39' 15" East, along the southerly

extension of the easterly right-of-way line of Erika Lane, 30.00 feet; thence North 85 degrees 22' 05" East, 244.69 feet; thence South 04 degrees 52' 13" East, 881.19 feet; thence South 05 degrees 22' 18" East, 648.85 feet to the southerly boundary of said Section 36; thence North 84 degrees 26' 42" East, along the Township line, 526.63 feet to the southeasterly corner of the property described in Book 324, Page 933, Callaway County Recorder's Office; thence North 04 degrees 17' 30" West, along the easterly boundary of said property in Book 324, page 933 (a distance of) 1540.68 feet to the southeasterly corner of the property described in Book 376, Page 710, Callaway County Recorder's Office; thence South 86 degrees 30' 06" West, along the southerly boundary of said property in Book 376, Page 710, (a distance of) 632.00 feet to the POINT OF BEGINNING.