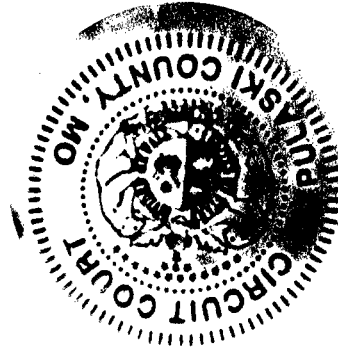


I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON JUNE 06, 2013
AT 04:09PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2013-3918

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO

RACHELLE BEASLEY (CIRCUIT CLERK)

BY: ANDREW T. ROSENBERG DEPUTY



SPACE ABOVE RESERVED FOR RECORDER OF DEEDS CERTIFICATION)

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1. Title of Document: **DECLARATION OF RESTRICTIONS AND COVENANTS OF THE RAINES RIVER HOMEOWNERS ASSOCIATION, INC.**

2. Date of Document: **March 14, 2013**

3. Grantor(s): **William A. Bryant and Nancy Bryant, husband and wife**

4. Grantee(s): **N/A**

5. Statutory Mailing Address(s): **PO BOX 800, Richland, MO 65556**

6. Legal Description: **SEE ATTACHED EXHIBIT "A"**

DECLARATION OF RESTRICTIONS AND COVENANTS
OF THE RAINES RIVER HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 14 day of MARCH, 2013, by William A. Bryant and Nancy Bryant, husband and wife.

I. DEFINITIONS

Section I. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "The properties" shall mean and refer to all of the property within the boundaries of the land described in attached Exhibit "A" in Pulaski County, Missouri, as shown on the deeds thereof recorded at Document No.s 2012 4763 and 2012 7473, of the records of the Recorder of Deeds of Pulaski County, Missouri.

(b) "Association: shall mean and refer to the Raines River Homeowners Association, Inc., a not-for-profit corporation, its successors and assigns.

(c) "Lot" shall mean and refer to any tract of land shown upon the Survey of the Property by Carmack Surveying, Inc. C-7485 dated 10/24/12 of the properties.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee has acquired title pursuant of foreclosure. Owner shall also mean any purchaser in possession under a contract for deed.

II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges in this Declaration is located in Pulaski County, Missouri, and is more particularly described as follows:

All of Tracts 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26 and 27 shown on Carmack survey C-7485 dated 10/24/12.
All of which real property shall hereinafter be referred to as the "existing property". Tracts or lots shall be used interchangeably herein and shall mean the above tracts.

III. USE RESTRICTIONS

All of said Tracts shall be used for residential purposes or farming purposes. No tract may be subdivided except for Tract 27. No businesses or commercial enterprises (except farming purposes) may be carried on at any of said tracts.

IV. HOMEOWNERS ASSOCIATION

Section 1. Membership. The developer shall cause to have incorporated a not for-profit corporation known as the Raines River Estates Homeowners Association. Every owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract.

Section 2. Voting Rights. All members of the Association shall be entitled to one vote for each tract owned. When more than one person holds an interest in any tract, all such persons shall be members and the vote for such tract shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any tract.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors which shall consist of three directors to be elected by the members of the Association. The initial Board shall have one director(s) serving a three (3) year term, one director(s) serving a two (2) year term and one director(s) serving a one (1) year term. Each year one new director(s) shall be elected so as to maintain a total membership on the Board of Directors of Three. The election of directors, and the conduct of all of the affairs of the Association, shall be in accordance with the articles of incorporation and by laws of the Association, insofar as such do not conflict with the provisions of the Declaration. In the case of such conflict, the provisions of the Declaration shall control.

V. PROPERTY RIGHTS IN THE COMMON AREAS

All Roads shall be maintained by William A. Bryant and Nancy Bryant, husband and wife, until such time as they are deed to the Homeowners Association herein or accepted by the County Commission of Pulaski County, Missouri as County Roads.

VI. COVENANTS FOR ASSESSMENTS

Section 1. Obligation for regular and special assessments. Each owner of a tract by acceptance of a deed, contract of deed, or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessment and additional special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and cost of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was owner of such property at the time the assessment fell due.

Section 2. Purposes of assessments. The annual and special assessment shall be used for the purpose of maintaining the river access point, and to improve the roads in said subdivision. No other use of such assessments, except as specifically provided above or reasonably incident thereto, shall be made.

Section 3. Basis and collection of assessment The association hereby empowered to make and collect during each year from each owner of a lot an assessment in a sum sufficient for the repair and maintenance of the river access lot and the roads, along with a reasonable balance for the purpose to unanticipated repairs which must be made before a special assessment can be made and collected (set forth any other purposes for which assessments are made.) In the event the sums derived from the annual assessments are inadequate to pay the expenses of construction, operation, maintenance, repair or improvement of the roads and river access lot, the Association may levy and collect additional special assessments for such purposes from time to time, as determined by the Board of Directors.

Section 4. Date of commencement of annual assessment due dates. The annual assessments provided for herein shall commence on January 1, of each year, and shall be in such amount as the Board of Directors shall specify. Until the Board of Directors specifies the amount of the annual assessment, such assessment shall be in the sum of \$0.00. After the Board of Directors has set the amount of the annual assessment, such amount shall be the annual assessment for each year thereafter until the Board of Directors appropriate action changes the amount of the annual assessment. The annual assessment for any year shall become due and payable on the first day of July of each year, or at such other date as is designated by the Board of Directors. Special assessments shall become due and payable thirty days after the date on which the Board of Directors sets the amount of the special assessment, unless some other due date is specified by the Board. The association shall upon demand at any time furnish to any owner liable for any assessment a certificate in writing signed by a duty authorized representative of the Association setting forth whether the assessments on a specified tract have been paid.

Section 5. Effect of nonpayment of assessments; the personal obligations of the owners; the liens; remedies of the Association. If an assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with interest and cost of collection, thereupon become a continuing lien on the property which shall bind such property in the hands of the owners, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then owners to pay such assessment, however, shall remain his or her personal obligation and shall not pass on his successors in title unless expressly assumed by them.

If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney's fees incurred in collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the services and facilities provided or by abandonment of his or her tract.

Section 6. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a foreclosure; or any other proceeding in lieu of foreclosure. Such sale or transfer

shall not relieve such property from liability; for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

VII. THE RIVER ACCESS POINT AND ROADS

Section 1. Rights, powers and duties of the Association. The Association shall have the following rights, powers and duties in regard to the river access point and roads:

(a) The Association shall construct, maintain, operate, repair, improve, and regulate the use of the River Access Point and the roads in the Survey previously noted. In connection with such construction, maintenance, operation, repair, improvement and regulation of the River Access Point and the roads in said survey, the Association shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 644, RSMo, and all standards, rules and regulation adopted pursuant thereto and permits and orders issued thereunder, and all other provisions of federal, state and local law, as such may exist from time to time.

(b) The Association shall provide to all tract owners in above described property the right to use the River Access Point and the roads in said survey, subject, however, to the conditions hereinafter provided, and subject to such reasonable rules and regulation as may be prescribed by the Association, such rules and regulations to be uniform in application to all owners of lots of the same classification.

(d) The Association is empowered to transfer any convey to the County Commission of Pulaski County the roads shown on said survey, when any such public authority becomes capable of accepting such conveyance and thereafter performing all functions relating to the maintenance, operation, repair, improvement and regulation of the roads.

(e) The Association is empowered to contract with any other person, firm, or other entity for the repair and maintenance of the roads and River access point.

Section 2. Duty to maintain, repair and improve. If the river access point or roads on said survey shall at any time require maintenance, repair, improvement, or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same and to determine the terms of the contract. The Association shall pay for the costs thereof from the annual and special assessments made hereunder. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment for such costs.

VIII. GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation, to require correction of a violation, or to recover damages, and against the land to enforce the lien created by these covenants. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so there

after.

In addition to the powers of any owner or the Association to enforce these covenants and restrictions, the provisions herein relating to the roads and river access point, and making and collection of assessments for such purposes, may be enforced in a proceeding in equity by the Association, as beneficiaries of such provisions.

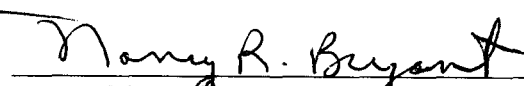
Section 2. Severability. Invalidation of any one of these covenants or restrictions or any sentence, phrase or word thereof by judgement or court order shall in no wise affect other provisions which shall remain in full force and effect.

Section 3. Duration; amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any tract subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty five, (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions herein may be amended by three fourths (3/4) of the lot owners of the subdivision, upon recordation of an instrument duly signed by three fourth (3/4) of the then lot owners specifying the amendments to be made; provided that no amendment to this Declaration may be made which in any way affects the making of or obligation for annual and special assessments.

In witness whereof, the owners of all lots have hereunto set their hands this 14 day of MARCH, 2013.



William A. Bryant



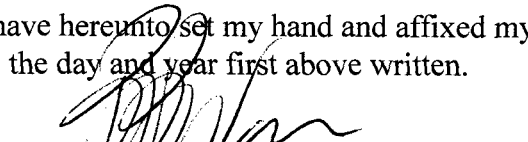
Nancy R. Bryant

State of Missouri)
)ss
County of Pulaski)

On this 14 day of MARCH, 2013, before me personally appeared William A. Bryant and Nancy Bryant, 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 at my office in Pulaski County, Missouri, the day and year first above written.

My term expires: _____



Notary Public

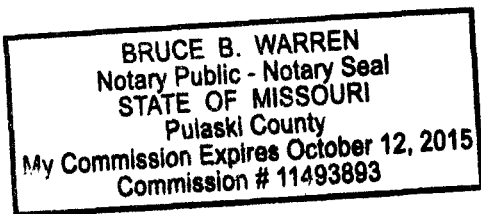


EXHIBIT "A"

All that part of the Southeast quarter of Southwest quarter of Section 21, Township 36 North, Range 13 West of 5th P.M. lying West or Southwest of Missouri Highway #7.

ALSO All that part of the East half of the Northwest quarter of Section 28, Township 36 North, Range 13 West of 5th P.M. lying West of Missouri Highway #7; except that part described as follows: Beginning at the junction of the West right-of-way of said Highway #7 and the North line of said Section 28; thence in a Southeasterly direction 3.67 chains along the said right-of-way to the true point of beginning of this exception; thence South 19° West 6.2 chains; thence South 52° East 8.13 chains; thence North 19° East 6 chains to the South right-of-way of said Highway; thence in a Northwesterly direction along the said right-of-way to the true point of beginning of this exception (being the parcel described in conveyance to E. S. Anderson and wife recorded in Book 189, Page 251 in the Recorder's Office of Pulaski County, Missouri).

ALSO All of the West half of the Northwest quarter of Section 28, Township 36 North, Range 13 West of 5th P.M.

ALSO All of the Northeast quarter of Section 29, Township 36 North, Range 13 West of 5th P.M. on the Left Bank of the Gasconade River.

ALSO All of the Northeast quarter of Southeast quarter of Section 29, Township 36 North, Range 13 West of 5th P.M. on the Left Bank of the Gasconade River.

ALSO All that part of the Southwest quarter of Section 28, Township 36 North, Range 13 West of 5th P.M. described as follows: Beginning at the center of said Section 28; thence South 0° 14' West 96.7 feet; thence South 46° 20' West 237.4 feet; thence South 59° 11' West 291.82 feet; thence South 2° 59' East 983.0 feet; thence continuing South 2° 59' East to the Left Bank of the Gasconade River (sometimes referred to as the new course of the Gasconade River); thence in a Westerly direction upstream following the Left Bank of the Gasconade River to the West line of said Section 28; thence North along the West line of said Section 28 to the Northwest corner of the Southwest quarter of said Section 28; thence East along the North line of the Southwest quarter of said Section 28 to the point of beginning. (This description derived from survey (S-1260) made by R. L. Elgin under date of February 2, 1971.)

SAVE AND EXCEPT A fractional part of the Southeast Quarter of the Southwest Quarter of Section 21, and, a fractional part of the North Half of the Northwest Quarter of Section 28, and, a fractional part of the Northeast Quarter of the Northeast Quarter of Section 29, all in Township 36 North, Range 13 West of the 5th P.M. described as follows: Beginning at the Northwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 28; thence South 87° 15' 50" East, 1326.68 feet along the North line of said Northwest Quarter of the Northwest Quarter to the Southwest corner of the aforesaid Southeast Quarter of the Southwest Quarter of Section 21; thence North 2° 02' East, 639.76 feet along the West line of said Southeast Quarter of the Southwest Quarter to the southwesterly right of way of Missouri Highway 7; thence South 31° 47' 10" East 104.71 feet, and, southeasterly, 323.49 feet along the arc of a curve, concave northeasterly with a radius of 3849.80 feet, the chord of which is South 34° 14' 50" East, 323.40 feet, and South 36° 37' 10" East, 201.52 feet, all along said southwesterly right of way; thence South 31° 38' 40" West, 273.34 feet; thence North 87° 15' 50" West, 1568.39 feet; thence South 2° 44' 20" West, 276.32 feet; thence North 87° 15' 50" West, 849.32 feet; thence North 0° 39' 20" East, 376.57 feet to the North line of the aforesaid Northeast

Quarter of the Northeast Quarter of Section 29; thence South $87^{\circ} 15' 50''$ East, 863.00 feet along said North line to the point of beginning. Description per plat of survey R-12009, dated October 5, 2005, by Elgin Surveying & Engineering, Inc.

ALSO SAVE AND EXCEPT All that part of the Northeast quarter of the Northwest quarter of Section 28, Township 36 North, Range 13 West of 5th P.M. lying West or Southwest of Missouri Highway #7 described as follows: Beginning at the Northwest corner of said quarter quarter section; thence South $88^{\circ} 30'$ East 478.5 feet along the North line of said quarter quarter section to the West or Southwest right-of-way line of said Highway; thence South $36^{\circ} 21'$ East 172.19 feet along the West or Southwest right-of-way line of said Highway to a right-of-way marker; thence South $42^{\circ} 59'$ East 225.14 feet along the chord of a curve along the West or Southwest right-of-way line of said Highway to the true point of beginning of the tract herein described; thence South $20^{\circ} 33'$ West 418.72 feet; thence South $50^{\circ} 39'$ East 544.67 feet; thence North $20^{\circ} 55'$ East 408.97 feet to the West or Southwest right-of-way line of said Highway; thence North $45^{\circ} 19'$ West 241.54 feet along the chord of a curve along the West or Southwest right-of-way line of said Highway to a right-of-way marker; thence North $54^{\circ} 58'$ West 187.64 feet along the West or Southwest right-of-way line of said Highway to a right-of-way marker; thence North $50^{\circ} 36'$ West 122.65 feet along the chord of a curve along the West or Southwest right-of-way line of said Highway to the true point of beginning of the tract herein described.