

6871
BOOK 433 PAGE 235

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
CARRINGTON ESTATES

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, GENE GRIMM and BONNIE A. GRIMM, his wife, and THEODORE U. KULAGE and RACHEL A. KULAGE, his wife, owners of the following described parcel of land, a subdivision in Lincoln County, Missouri:

(See Schedule "A" Attached For Description)

WHEREAS, it is deemed in the best interest of all persons who may become and are owners of any lots in this subdivision to have certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property.

NOW THEREFORE, the Owner as Maker of this covenant, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties does hereby subject all lots in said subdivision to the following covenants, conditions and restrictions which shall operate as covenants running with the land into whomsoever hands it or any part of it shall come and does hereby declare that all lots in said subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions; and the rights and easements herein contained are hereby made and declared to be rights and easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said lots, and said lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit of any and every owner of any lot in said subdivision by injunction or other proceeding whether in law or equity.

1. All Streets and easements shall remain for the private roadway use of the owners of lots in this subdivision; provided, however, that the trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof.
2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities and drainage facilities and any other purpose shown thereon or any other purpose declared by the trustees.
3. All lots must be sold as originally sold, with no purchaser resubdividing nor reselling any portion of any original lot. The term "lot" as used herein shall mean the original tract as sold by the owners listed above, whether sold by lot number or a metes and bounds description.

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4. There shall be no commercial use of any lot, except by the owners; profession or business without any sign or other means or advertisement of said profession or business.
5. Any building erected, altered, placed or permitted to remain on any lot shall be a one (1) single-family dwelling, which must include at least a two-car attached garage.
6. All dwellings shall be located according to the set-back lines hereby established:

An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings. All fire chimneys constructed shall be of the type and construction approved by the fire insurance underwriters.
7. All dwellings, including the attached garage, shall be located a minimum distance of ten (10) feet from any interior lot line.
8. No structure of a temporary character, modular home, trailer, basement, tent shack, garage, barn, or other outbuildings shall be used on any lot at any time.
9. Any dwelling constructed upon any lot shall be of all new materials except brick or stone. All dwellings must have at least Thirty Five (35%) brick or stone veneer front.
10. (a) A dwelling of the design commonly referred to or known as a one-story dwelling shall have a first floor area, exclusive of that portion encompassed with an attached garage, of not less than one thousand three hundred (1300) square feet. Such dwelling shall have a width, including an attached garage, upon the street which it fronts of not less than fifty (50) lineal feet.

(b) A dwelling of the design commonly referred to or known as split-foyer, shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred fifty (1350) square feet. Such dwelling shall have a width, including an attached garage, upon the street which it fronts of not less than forty-eight (48) lineal feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred fifty (1350) square feet. Such dwelling shall have a width, including an attached garage, upon the street which it fronts of not less than forty-eight (48) lineal feet.

(d) A dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that

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portion encompassed within an attached garage, of not less than nine hundred sixty (960) square feet. Such dwelling shall have a width, including attached garage, upon the street which it fronts of not less than forty-eight (48) lineal feet; and a total living area of not less than one thousand seven hundred (1700) square feet, excluding the basement area.

11. For the purposes of the covenants contained in Paragraphs seven, eight, and eleven herein; eaves, steps, and open porches shall not be considered as part of the dwelling and attached garage.
12. Construction plans and specifications and a plan showing the location of the structure must be approved by the trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation, before any building shall be erected, placed, or altered on any residential lot.
13. Plans contemplating approval shall be submitted to the trustees and by the trustees be rejected or accepted within thirty (30) days. If the trustees fail to reject or accept said plan during the thirty (30) day period, acceptance shall be conclusively presumed.
14. No lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of any individual family unit.
15. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.
16. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot as sold and conveyed, which advertising board shall be not more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the lot upon which it is erected, except owners may erect signs for advertising at the entrances.
17. All grasses and weeds which may grow upon any lot shall be cut and trimmed by the owner of said lot so as not to permit a greater height than nine (9) inches. If this is not done, the trustees shall have the right to enter said lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the owner of said lot.
18. Said premises shall not be used for any unlawful purpose or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment of others.

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19. All repairs and maintenance of any structure on said lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the trustees.
20. All fences constructed must be of new material, wood, milling, or chain link with new posts set in concrete, with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less than fifty percent (50%) of the fence. No fence will be constructed beyond the front of any dwelling; provided, however, the fence is of the front-yard ornamental type not reaching more than twenty-four (24) inches in height.
21. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, and other household pets may be kept, provided, they are not kept, bred, or maintained for any commercial purpose. Not more than two (2) pets may be maintained in any household at any one time. No dog, cat, or other household pet shall be permitted by a lot owner to be off the lot of the owner unless on a leash, controlled by some person physically able to prevent a dog, cat, or other household pet from escaping.
22. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, or similar vehicle shall be parked or permitted to remain on any lot in said subdivision unless such recreational vehicles are parked behind the building line.
23. No automobile, motor cycle, machinery of any kind, may be dismantled, assembled, repaired, or worked on in any manner upon any lot or street in this subdivision unless such repairs are conducted inside a private garage, screened from public view. None of the above enumerated items may be performed on any street of this subdivision.
24. All motor vehicles remaining in any lots or street longer than fifteen (15) days not in proper operating condition shall be hauled away at the owner's expense.
25. No open sewerage or drainage system shall be permitted for the disposal of the sewage or water from internal household.
26. No junk, garbage, trash, or garbage cans shall be permitted on the premises except garbage cans for household use may be temporarily placed at the curb during garbage pick-up days.
27. Fire arms, pellets, or B-B guns shall not be discharged in said subdivision.
28. No forfeiture shall be constructed for violation of these restrictions, but they may be enforced by injunction or other court action.

29. There is hereby created a Board of Trustees, hereinbefore and hereafter called "trustees", which will consist of four (4) in number and will be the governing body of the subatitution and have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants.
- (a) The first Board of Trustees shall initially consist of GENE GRIMM, BONNIE A. GRIMM, THEODORE U. KULAGE and RACHEL A. KULAGE, and serve until the second Saturday in May, 1989.
 - (b) Thereafter each member of the Board of Trustees shall serve for a term of three (3) years and until his successor shall have been elected and qualified and be elected from among the lot owners.
 - (c) In the event any of the trustees shall die or decline to act or become incompetent to act for any reason, then the remaining trustees shall appoint a successor or successors.
 - (d) A meeting of existing lot owners shall be held on the second Saturday in May, 1988, and on the second Saturday of May every three (3) years thereafter for the purpose of electing trustees and transacting any other business properly before the lot owners. Said meeting shall be at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving ten (10) days' written notice by posting notices in the subdivision in five (5) places likely to be seen by the lot owners; provided, however, failures to give said notices shall not affect the meeting.
 - (e) A special meeting of the lot owners may be called by the trustees upon their own motion or upon petition of five (5) lot owners in the subdivision.
 - (f) In all voting, whether for the election of trustees, or for any other purpose whatsoever, each lot shall represent one (1) vote.
 - (g) The trustees shall have the power and authority to prevent, in their own names as trustees, violation of any express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the trustees is intended to be discretionary and not mandatory.
 - (h) the Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots in said subdivision for the purpose and at the rate herein after provided; and in the manner and subject to all the conditions hereinafter provided in this Paragraph and Paragraph (i).

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- (1) To make uniform assessments of not to exceed ONE HUNDRED DOLLARS AND NO/100 (\$100.00) on each improved lot in any one (1) year, upon and against the several lots in said subdivision for the purpose of carrying out the general duties and powers of the trustees to defend and enforce restrictions, and for improvements and maintenance and upkeep of the streets.
- (1) All assessments, either general or special, made by the trustees for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:
 - (1) Except as otherwise provided, no assessment shall be made upon resolution adopted by a majority of the trustees at a meeting of the trustees which resolution shall be incorporated into, and made a part of, the minutes of said meeting. Minutes shall be kept of all trustees' meetings.
 - (2) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the lot itself. Service in any one of the said methods shall be sufficient.
 - (3) Assessments shall be made on an unimproved lot basis, as the lots are shown on the recorded plat of said subdivision. This shall not apply to the original owners of the lots, but only as they are sold.
 - (4) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said assessments are due, it shall bear interest at the rate of fifteen percent (15%) per annum until paid, and such assessment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. Provided, however, that such lien shall never be prior to and shall always be subordinate to any deed of trust of record whether before or after, in point of time.
 - (5) At any time after the passage of the resolution levying an assessment, and its entry in its minute, the trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri, and the trustees shall, upon payment, cancel or release any one or more lots from the liability for assessment, as shown

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by recorded instrument, by executing, acknowledging and recording, at the expense of the owner of the property affected, a release of such assessment with respect to any lot or lots affected, and the trustees shall cause to be noted from time to time in the minutes of its proceedings, the payments made on account of assessments.

- (6) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, nor existing or which may hereinafter exist, are hereby referred to and made a part of this instrument for to collection of the aforesaid assessments.
- (j) The trustees may receive, hold, convey, dispose of the administer in trust for any purpose mentioned in this indenture, any gift, grant, conveyance, or donation of money or real or personal property.
- (k) The trustees, in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, in their capability as trustees.
- (l) Nothing herein contained shall be construed to compel the trustees to make any payment to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against lot owners as herein provided.
- (m) The act or acts or any two (2) of the trustees shall, for the purpose of this indenture, have the same force and effect as if all the trustees performed such act or acts.
30. These restrictions may be changed, modified or amended at any time in the future by written covenant signed and executed by the owners of two thirds (2/3) lots in said subdivision, subject, however, that all lots must be sold for this provision to be effective. The said covenant to be and become effective only upon recording of the same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such covenant will not require the signature of any holder of a mortgage, deed of trust, or other lien against the respective lots or the improvements thereon.
31. A cancellation of any of these covenants by judgements or other order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions, and restrictions to be signed on this 1st day of March, 1988.

Lincoln County, Missouri

Gene Grimm
GENE GRIMM

Bonnie A. Grimm
BONNIE A. GRIMM

Theodore U. Kulage
THEODORE U. KULAGE

Rachel A. Kulage
RACHEL A. KULAGE

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

On this 1st day of March, 1988, before me personally appeared GENE GRIMM and BONNIE A. GRIMM, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

STEPHEN F. MEYER
NOTARY PUBLIC
STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

Stephen F. Meyer
Notary Public

STEPHEN F MEYER
NOTARY PUBLIC STATE OF MISSOURI
LINCOLN CO.
MY COMMISSION EXPIRES 07/21/1990
ISSUED THROUGH MISSOURI NOTARY ASSOC.

On this 1st day of March, 1988, before me personally appeared THEODORE U. KULAGE and RACHEL A. KULAGE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

STEPHEN F. MEYER
NOTARY PUBLIC
STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

Stephen F. Meyer
Notary Public

STEPHEN F MEYER
NOTARY PUBLIC STATE OF MISSOURI
LINCOLN CO.
MY COMMISSION EXPIRES 07/21/1990
ISSUED THROUGH MISSOURI NOTARY ASSOC.

SCHEDULE "A"

Description of a 16.852 acre tract of land being part of the U.S. Survey 1805 and Fractional Section 25, Township 49 North, Range 1 West of the Fifth P.M., Lincoln County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of Brittany Place Plat One a Subdivision recorded in Plat Book 11, Page 1 of the Lincoln County Records; thence with the West Line of Brittany Place Plat One South 10 deg. 49' 19" East, 356.67 feet to the Southwest corner of Brittany Place Plat One; thence with the South line of Brittany Place Plat One North 79 deg. 10' 41" East, 56.21 feet; thence departing said South Line along an arc of a curve to the left, having a radius of 25.00 feet, an arc length of 31.47 feet, a chord of South 64 deg. 45' 35" East, 29.43 feet; thence North 79 deg. 10' 41" East, 20.00 feet; thence along an arc of a curve to the right having a radius of 113.00 feet an arc length of 130.17 feet, a chord of South 67 deg. 49' 19" East, 123.09 feet; thence South 55 deg. 10' 41" West, 26.00 feet; thence South 34 deg. 49' 19" East, 41.80 feet; thence South 55 deg. 10' 41" West, 30.00 feet; thence South 10 deg. 49' 19" East, 225.00 feet; thence South 56 deg. 10' 23" West, 50.00 feet; thence South 18 deg. 22' 04" East, 142.00 feet; thence South 32 deg. 31' 50" West, 61.00 feet; thence South 68 deg. 17' 19" West, 66.00 feet; thence South 56 deg. 02' 48" West, 75.00 feet; thence South 70 deg. 02' 13" West, 107.00 feet; thence South 75 deg. 21' 38" West, 96.17 feet; thence South 79 deg. 10' 41" West, 89.00 feet; thence South 81 deg. 15' 51" West, 103.99 feet; thence South 89 deg. 18' 32" West, 364.46 feet; thence North 00 deg. 41' 28" West, 764.27 feet; thence North 79 deg. 10' 41" East, 271.00 feet; thence North 00 deg. 41' 28" West, 179.55 feet to the Southern right-of-way line of Old Missouri Highway 47; thence with said right-of-way line North 79 deg. 10' 41" East, 350.25 feet to the beginning point.

STATE OF MISSOURI
County of Lincoln

I hereby certify that this instrument was
FILED FOR RECORD on Mar 2 1988
at 9 o'clock 35 min A. M. and is
recorded in Book 433 Page 245.

MELBA HOUSTON
Recorder of Deeds

By Melba Houston

STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

MAR 2 1988

At 9 o'clock 35 minutes A.M.
MELBA HOUSTON, Recorder
7 26.00



Lincoln County, Missouri

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CARRINGTON ESTATES

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

Comes now Boatmen's Bank of Troy, the owner of more than two-thirds of the lots in the Carrington Estates Subdivision and does hereby amend the Declaration of Covenants, Conditions and Restrictions of Carrington Estates, which is previously filed in Book 433, Page 245 of the Deed Records of Lincoln County and does hereby add to the property made subject to those restrictions and does apply the restrictions as amended to the property attached hereto in Exhibit "A" and does make said property described in Exhibit "A", subject to the covenants, conditions and restrictions of Carrington Estates as amended herein:

Paragraphs 4, 8, 20, and 21 of said original Restrictions shall be deleted and in their place the following provisions shall be inserted:

4. All lots shall be known and described as lots for residential purposes only. Only one family residence may be erected, altered, placed or be permitted to remain on any lot. Said lots shall not be used for business purposes of any kind, nor for any commercial or manufacturing purposes.
8. No structure of a temporary character, modular home, trailer, basement, tent shack, garage, barn, or other outbuildings shall be used on any lot at any time, without the express written consent of the trustees.
20. All fences constructed must be of new material; wood, milling, or chain link with new posts set in concrete; with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less than fifty percent (50%) of the fence. No fence will be constructed beyond the front of any dwelling; provided, however, the fence is of the front-yard ornamental type not reaching more than twenty-four (24) inches in height. The size, shape, location and materials of each fence shall be approved by the trustees prior to construction.

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- 21. Any dog or cat kept by a lot owner that becomes a nuisance or disturbs the peace of any other lot owner shall be removed immediately.

In addition, the following clauses shall be added to the original restrictions of Carrington Estates:

- 32. No building shall be located on any building site less than thirty (30) feet from any property line.
- 33. The keeping of a mobile home or travel trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited.
- 34. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until the year 2013, at which time said covenants shall be automatically extended for successive ten years, unless by vote of two-thirds of the lot owners. It is agreed to change the covenants in whole or in part.
- 35. A basic landscaping plan for each home to be built must be submitted to and approved by the trustees along with the method of seeding or sodding the lawns on each lot.

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first above written.

BOATMEN'S BANK OF TROY
 By: *Darrell R. Ferguson*
Darrell R. Ferguson, President

1992 MARY ANN ATKINS
 Notary Public
 State of Missouri Lincoln County
 Commission Expires 10-20-94

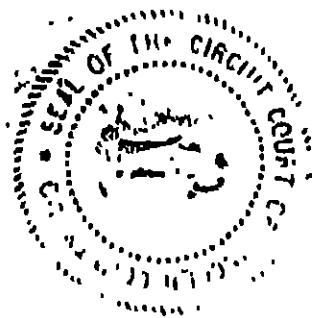
subscribed to before me this 8th day of July September,
Mary Ann Atkins
 Notary Public

Lincoln County, Missouri

EXHIBIT "A"

Description of a 2.751 acre tract of land being part of U.S. Survey 1805 and Fractional Section 25, Township 49 North, Range 1 West of the Fifth Principal Meridian, Lincoln County, Missouri and being more particularly described as follows:

Commencing at an old concrete post marking the intersection of the South right-of-way line of Old Missouri Highway 47 with the Fifth Principal Meridian; thence South 00 degrees, 02 minutes East, with said Meridian, 605.84 feet to the Northeast corner of Brittany Place Plat Two Stage 10 as recorded in Platbook 11, Page 36 of the Lincoln County Records; thence South 59 degrees, 46 minutes 23 seconds West, with the North line of Platbook 11, Page 36, 120.32 feet to the centerline of Wimbledon Court, a 24 foot wide ingress and egress easement and marking the beginning point of the tract of land herein described; thence with said centerline the following: South 00 degrees, 02 minutes East, 59.55 feet to the point of curvature of a curve to the right; along an arc of a curve to the right, Southwesterly, having a radius of 80.00 feet, an included angle of 90 degrees, and an arc length of 125.66 feet to the point of tangency of said curve, South 00 degrees, 02 minutes East, 28.00 feet to the terminus of Wimbledon Court and marking the radius point of a 40 foot radius; thence South 42 degrees 37 minutes, 44 seconds West, departing said centerline, 95.00 feet to an iron rod; thence South 82 degrees, 01 minutes, 14 seconds West, 60.00 feet to a manhole; thence North 44 degrees, 09 minutes, 22 seconds West 147.27 feet to an iron rod, thence South 56 degrees, 10 minutes, 23 seconds West, 30.00 feet to an iron rod marking the most eastern corner of Lot 32 of Carrington Estates as recorded in Platbook 11, page 38 of the Lincoln County Records; thence North 10 degrees, 49 minutes, 19 seconds East, with the East line of Platbook 11, Page 38, 225.00 feet to an iron rod marking the most Northern corner of Lot 34 of Platbook 11, Page 38; thence North 55 degrees, 10 minutes, 41 seconds East, with a South line of Lot 35 and the prolongation thereof of Platbook 11, Page 38, 43.00 feet to the centerline of Dover Drive a 26 foot wide ingress and egress easement; thence South 34 degrees, 49 minutes, 19 seconds East, with said centerline, 49.60 feet to the aforementioned centerline of Wimbledon Court, thence along the centerline of Wimbledon Court the following; North 59 degrees, 53 minutes, 53 seconds East, 229.39 feet to the point of curvature of a curve to the right, along an arc of a curve to the right, Southeasterly, having a radius of 90.00 feet, and included angle of 120 degrees, 04 minutes, 07 seconds and an arc length of 188.60 feet to the point of tangency of said curve; South 00 degrees, 02 minutes East, 119.52 feet to the beginning point.



STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

SEP 8 1992

At 10 o'clock 15 Minutes P.M.
MELBA HOUSTON, Recorder
#15.00

STATE OF MISSOURI
County of Lincoln

I hereby certify that this instrument was
FILED FOR RECORD on 9-8 1992
at 10 o'clock 15 min A.M. and is
recorded in Book 647 Page 282.

MELBA HOUSTON
Recorder of Deeds
By Melba Houston

7067

BOOK 859 PAGE 189

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
CARRINGTON ESTATES
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

Now comes Zeisset Construction, Inc. the owner of more than two-thirds of the lots in the Carrington Estates Subdivision a subdivision recorded in Plat Book 11 Page 38 of the Lincoln County, Missouri Recorder of Deeds Office and does hereby amend the Declaration of Covenants, Conditions and Restrictions of Carrington Estates, which is previously filed in Book 433, Page 245 and amended in Book 647 Page 282 of the Deed Records of Lincoln County.

Whereas:

Zeisset Construction, Inc. is owner of Lots per deeds recorded in Book 737 Page 284 and Book 802 Page 140. Carrington Estates contains 56 Lots. Carrington Estates Addition contains 6 Lots. Total Lots in subject to said restrictions is 62 Lots.

and:

Zeisset Construction, Inc. is owner of forty-two Lots (more than 41.3), being lots 10, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, and 56.

and:

Zeisset Construction, Inc. is authorized to "change, modify or amend at any time... by written covenant signed and executed by the owners of two-thirds (2\3) Lots in said subdivision..." according to paragraph 30 of said restrictions.

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Now, therefore:

Zeisset Construction, Inc. desires to change, modify and amend said restrictions as follows.

Paragraphs 27 and 35 of said original Restrictions shall be deleted in their entirety.

Paragraphs 7, 9, 10, 12, 13, 26, 29.(1).(3), 30, 32, and 33 of said Restrictions shall be deleted and in their place the following paragraphs shall be inserted:

7. All dwellings, including the attached garage, shall be located a minimum distance of eight (8) feet from any interior lot line.

9. Any dwelling constructed upon any lot shall be of all new materials except brick or stone. All dwellings must have brick on the front walls of the house thirty (30) inches above the foundation (alcoves and doors are excepted).

10. (a) A dwelling of the design commonly referred to or known as a one-story dwelling shall have a first floor area, exclusive of that portion encompassed with an attached garage, of not less than one thousand three hundred (1300) square feet.

(b) A dwelling of the design commonly referred to or known as split-foyer, shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred (1300) square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred (1300) square feet.

(d) A dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a total floor area, exclusive of that portion encompassed within an attached garage and basement, one thousand seven hundred (1700) square feet.

12. ARCHITECTURAL CONTROL COMMITTEE

(a) On the lots not currently owned by Zeisset Construction, Inc. construction plans and specifications and a plan showing the location of the structure must be approved by the trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation, before any building shall be erected, placed, or altered on any residential lot.

(b) On the lots currently owned by Zeisset Construction, Inc. construction plans and specifications and a plan showing the location of the structure must be approved by Zeisset Construction, Inc. as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation, before any building shall be erected, placed, or altered on any residential lot. This is until all of the lots currently owned by Zeisset Construction, Inc. are sold. When Zeisset Construction has sold all of its lots, then submittals shall be forwarded to the trustees.

13 (a) On the lots not currently owned by Zeisset Construction, Inc. plans contemplating approval shall be submitted to the trustees and by the trustees be rejected or accepted within thirty (30) days. If the trustees fail to reject or accept said plan during the thirty (30) day period, acceptance shall be conclusively presumed.

(b) On the lots currently owned by Zeisset Construction, Inc. plans contemplating approval shall be submitted to Zeisset Construction, Inc. and by Zeisset Construction, Inc. be rejected or accepted within thirty (30) days. If Zeisset Construction, Inc. fails to reject or accept said plan during the thirty (30) day period, acceptance shall be conclusively presumed. This is until all of the lots currently owned by Zeisset Construction, Inc. are sold. When Zeisset Construction has sold all of its lots, then submittals shall be forwarded to the trustees.

26. No junk, garbage, trash, or garbage cans shall be permitted on the premises except garbage cans for household use may be temporarily placed at the curb during garbage pick-up days, except during construction activities.

27. Paragraph 27 has been deleted in its entirety.

29.(i).(3) Assessments shall be made on an improved lot basis, as the lots are shown on the recorded plat of said subdivision. An improved lot is when a lot where a house is built and occupied on that lot. This applies to the lots currently owned by Zeisset Construction, Inc.

30. These restrictions may be changed, modified or amended at any times in the future by written covenant signed and executed by two thirds (2\3) of the lots in said subdivision, subject, however, that all lots must be sold for this provision to be effective. The said covenant to be and become effective only upon recording of the same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such covenant will not require the signature of any holder of a mortgage, deed of trust, or other lien against the respective lots or the improvements thereon. Future amendments to the restrictions (after this amendment herein) will not affect the Lots owned by Zeisset Construction, Inc., at that time, unless said future amendments are signed and notarized by Zeisset Construction, Inc. until those lots are sold by Zeisset Construction, Inc.

32. The building setbacks shall be as follows:

Front setbacks shall be 30 feet from all street right-of-ways.

Side Setbacks shall be 8 feet from all side property lines.

Rear setbacks shall be 30 feet from rear property lines

33. The keeping of a travel trailer, camper or other such recreational vehicle must be behind the front yard setback and within a 6 foot privacy fence.

35. This Paragraph has been deleted in its entirety.

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions, and restrictions to be signed on this 9 day of Dec, 1995.

ZEISSET CONSTRUCTION, INC.

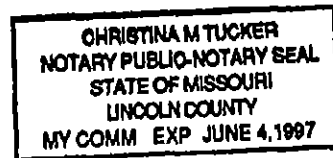
Dave Zeisset

DAVE ZEISSET, PRES.

Sworn and subscribed to before me this 9th day of December, 1995.

Christina M Tucker

NOTARY PUBLIC



STATE OF MISSOURI
County of Lincoln
I hereby certify that this instrument was
FILED FOR RECORD on 12-8 19 95
at 8 o'clock 30 min A.M. and is
recorded in Book 859 Page 189.

MELBA HOUSTON
Recorder of Deeds

By Jane Howard
Deputy

STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

DEC 8 1995

At 8 o'clock 30 Minutes A.M.
MELBA HOUSTON, Recorder 2
36



State of Missouri, County of Lincoln
Recorded in Book 1968 Page(s): 0667 - 0675
08/24/2007 1:05PM Fees \$48.00
DOTTIE O. CRENSHAW, RECORDER OF DEEDS



Dottie O. Crenshaw

~~MISSOURI~~

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS OF

CARRINGTON EAST SUBDIVISION

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, J&C PROPERTIES, III L. L. C., Owners and Developers of the following described parcel of land, a subdivision in Lincoln County, Missouri:

(SEE SCHEDULE "A" ATTACHED FOR LEGAL DESCRIPTION)

WHEREAS, it is deemed in the best interest of all persons who may become and are Owners of any Lots in this subdivision to have certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property.

NOW THEREFORE, the Owner, as maker of this Declaration, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties, does hereby subject all Lots in said subdivision to the following covenants, conditions and restrictions which shall operate as covenants running with the land into whomsoever hands it or any part of it shall come and does hereby declare that all Lots in said subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, and the rights and easements herein contained are hereby made and declared to be the rights and easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said Lots, and said Lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit of any and every Owner of any Lot in said subdivision by injunction or other proceeding, whether in law or equity.

1. All streets and easements shall remain for the private roadway use of the Owners of Lots in this subdivision; provided, however, that the Trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The Owners reserve the right to use the streets

Lincoln County, Missouri

and easements as shown on the recorded plat to service additional development. Any additional development shall be subject to the same restrictions and assessments as contained herein. This shall not be construed to mean Owners shall make additional developments.

2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities and drainage facilities and other purpose shown thereon or any other purpose declared by the Trustees.
3. All Lots must be sold as originally sold, with no purchaser re-subdividing or reselling any portion of any original Lot. The term "Lot" as used herein shall mean the original tract as sold by the Owners listed above, whether sold by lot number or a metes and bounds description.
4. There shall be no commercial use of any Lot, except by the Owners, home, professions or business. Said profession or business is defined as: Any occupation or profession carried on by a member of the immediate family residing on the premises in connection with which there is used no sign other than a nameplate, or no display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; there is no commodity sold upon the premises; no person is employed other than a member of the immediate family residing on the premises; and no mechanical equipment is used except such as is permissible for purely domestic household purposes.
5. Any building erected, altered, placed or permitted to remain on any Lot shall be One (1), single-family dwelling, which must include at least a two-car attached garage.
6. No dwellings or buildings shall be located within Thirty (30) feet from the road right-of-way or utility easements and no building may be constructed within five feet of any side property line as designated on the recorded Plat, or Thirty (30) feet from any rear property lines.
7. No structure of temporary character, portable storage building, trailer, manufactured home, modular home, or mobile home, basement, tent, shack, shall be placed upon or used on any lot at any time. Outbuildings, such a barns, sheds and unattached garages, must be approved Thirty (30) days prior to construction by the Trustees.
8. L. P. tanks must be kept behind the home and out of sight, or behind a privacy fence. Any dwelling constructed upon any lot shall be of all new materials. Brick or stone need not be new. All dwellings must have brick on front walls of the house thirty (30) inches above the foundation (alcoves and doors are excepted).
9. (A) A dwelling of the design commonly referred to or known as a One-story dwelling shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less then 1,300 square feet.

(B) A dwelling of the design commonly referred to or known as split-foyer shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than 1,300 square feet.

© A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than 1,300 square feet.

(D) A dwelling of the design of more than One (1) story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than 850 square feet, and a total living area of not less than 1,700 square feet, excluding the basement area.

10. For the purpose of the covenants contained in paragraphs Six (6) and Nine (9) herein, eaves, steps and open porches shall not be considered as part of the dwelling and attached garage.

11. Construction plans and specifications and a plan showing the location of the structure must be approved by the Trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation before any building shall be erected, placed or altered on any residential lot. The Lot Owner shall be responsible for all erosion control during construction and during improvement of property. The exterior of the house shall be completed within six (6) months of the start up date. Landscaping, seeding and grading shall be completed within (9) months of the start up date.

12. Plans contemplating approval shall be submitted to the Trustees and be rejected or accepted by the Trustees within Thirty (30) days. If the Trustees fail to reject to accept said plan during the Thirty (30) day period, acceptance shall be conclusively presumed. Lot Owners shall be responsible for any damages resulting in the subdivision from the construction and shall repair or replace any property if damaged by lot owner or his contractor and subcontractors.

13. No lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of an individual family unit as a residence.

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. Firearms, pellet guns or BB guns shall not be discharged in the subdivision.

15. No signs, advertisements, billboards or advertising structures of any kind may be

erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than One (1) advertising board on each Lot as sold and conveyed, which advertising board shall not be than Five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot upon which it is erected, except Owners may erect signs for advertising at the entrances.

16. All grasses and weeds which may grow upon any Lot shall be cut and trimmed by the Owner of said Lot at least Three (3) times per year. If this is not done, the Trustees shall have the right to enter said lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the Owner of said Lot.

17. Said premises shall not be used for any unlawful purpose or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment of others. Off-road vehicles such as A.T. V.'s, three or four wheeler vehicles, dirt bikes, etc., shall not be ridden in the subdivision.

18. All repairs and maintenance of any structure on said Lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the Trustees.

19. All fences constructed must be of new materials such as wood, milling or chain link with new posts set in concrete, with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less then Fifty percent (50%) of the fence. No fence will be constructed beyond the front of any dwelling; unless however, the fence is of the front-yard ornamental type, not reaching more then 24 inches in height.

20. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No dog, cat, or other household pet shall be permitted by a Lot Owner to be off the Lot of the Owner unless on a leash, controlled by some person physically able to prevent a dog, cat, or other household pet from escaping.

21. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, or similar vehicle shall be parked or permitted to remain on any lot in said subdivision unless such recreational vehicles are parked behind the residence or kept garaged. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain in the subdivision.

22. No automobile, motor cycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner upon any Lot or street in this subdivision, unless such repairs are conducted inside a private garage, screened from public view. None of the above enumerated items may be performed on any street of this subdivision.

23. All motor vehicles remaining in any lot or street longer than Fifteen (15) days not in proper operating condition shall be hauled away and stored at the Owner's expense.

24. No junk, garbage, trash or garbage cans shall be permitted on the premises except that garbage cans for household use may be temporarily placed at the curb during garbage pick-up days.

25. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees", which will consist of three (3) in number and will be the governing body of the subdivision and have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants.

(A) The first Board of Trustees shall have two members and shall initially consist of JOHN PIETZMAN, JR., and CHRISTOPHER SCHIEFFER and shall serve until all of the lots are sold.

(B) Thereafter each member of the Board of Trustees shall serve for a term of Three (3) years or until his successor shall have been elected and qualified and be elected from among the Lot Owners. However either John Pietzman, Jr. or Christopher Schieffer shall hold the office of Trustee as long as they own any lot in the subdivision.

© In the event any of the Trustees shall die or decline to act or become incompetent to act for any reason, then the remaining Trustees shall appoint a successor or successors.

(D) A meeting of existing lot owners shall be held on the 2nd Saturday of the first month after all of the lots have been sold and on the 2nd Saturday of May every year thereafter for the purpose of electing Trustees and transacting any other business properly before the Lot owners. Said meeting shall be at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving Ten (10) days written notice by posting notices in the subdivision in Two (2) places likely to be seen by the Lot Owners; provided, however, failures to give said notices shall not affect the meeting.

(E) A special meeting of the Lot Owners may be called by the Trustees upon their own motion or upon petition of two-thirds (2/3) of the lot owners in the subdivision.

(F) In all voting, whether for the election of Trustees, or for any other purpose whatsoever, each Lot shall represent One (1) vote.

(G) The Trustees shall have the power and authority to prevent, in their own names as Trustees, violation of any express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(H) The Trustees and their successors are hereby authorized, empowered and granted the

right to make assessments upon and against the several lots in said subdivision for the purpose and at the rate hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this paragraph.

(1) To make uniform assessments of not to exceed \$25.00 on each improved lot in any one (1) year, upon and against the several lots in said subdivision for the purpose of carrying out the general duties and powers of the Trustees to defend the enforce restrictions, and for improvements and maintenance and upkeep of the streets. This assessment shall be due June 1 of each year.

(I) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereinafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessments.

(J) The Trustees may receive, hold, convey, dispose or administer in trust for any purpose mentioned in this indenture, any gift, grant, conveyance or donation of money, real or personal property.

(K) The Trustees, in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, in their capacity as Trustees.

(L) Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against Lot Owners as herein provided.

(M) The act or acts or any two (2) of the Trustees shall, for the purpose of this indenture, have the same force and effect as if all the Trustees performed such act or acts.

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

26. After all the lots are sold these restrictions may be changed, modified or amended at any time in the future by written covenant signed by the Owners of Two-Thirds (2/3) of the lots in said subdivision. The said amendment or modification is to be and become effective only upon recording in the same in the office of the Recorder of Deeds of

Lincoln County, Missouri. Such amendment or modification will not require the signatures of any holder of a mortgage, Decd of Trust, or other lien against the respective lots or the improvements thereon.

27. A cancellation of any of these covenants by judgments or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.

28. The Owner J&C PROPERTIES, III L. L. C., reserve the exclusive right to amend restrictions or grant variances necessary stated herein as long as any lots are still owned by it or a successor developer.

29. The Owner shall not be liable for any assessment created in these restrictions and covenants.

30. The keeping of a mobile home or travel trailer, either with our without wheels, on any parcel of property covered by these covenants is prohibited.

31. A basic landscaping plan for each home to be built must be submitted to and approved by the Trustees along with the method of seeding or sodding the lawns on each lot.

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions and restrictions to be signed on this 24th day of August, 2007.

J&C PROPERTIES, III L.L.C.

By: 

JOHN PIETZMAN, JR.



CHRISTOPHER SCHIEFFER

Lincoln County, Missouri

On this 24th day of August, 2007, before me Robin Daniels, a Notary Public in and for said state, personally appeared JOHN PIETZMAN, JR. and CHRISTOPHER SCHIEFFER, to me known to be the persons described in and who executed the within Restrictions and acknowledged that they executed the same for the purposes herein stated.

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

Robin L. Daniels
Notary Public



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

EXHIBIT "A"

LEGAL DESCRIPTION

An 8.080 acre tract, being part of a tract of a tract of land conveyed by Deed Book 286 Page 1292 of the Lincoln County Records, situated in and being part of U.S. Survey 1805 and Fractional Section 30, Township 49 North Range 1 East of the Fifth Principal Meridian, Lincoln County Missouri and being more particularly described as follows:

Beginning at an old corner post marking the Southwest corner of Fee Book 286 Page 1292, being coincident with the Southeast corner of "Carrington South" a subdivision recorded in Plat Book 13 Page 72 of the Lincoln County Records of the Fifth Principal Meridian; thence North 00 degrees 02 minutes West, along the Fifth Principal Meridian, being coincident with the West line of Fee Book 286 Page 1292, 694.82 feet to an iron rod on the centerline of a 10 foot wide sanitary sewer easement; thence departing said coincident line, along the centerline of a 10 foot wide sanitary sewer easement the following; North 84 degrees 03 minutes 36 seconds East 354.25 feet to a sanitary sewer manhole; South 84 degrees 48 minutes 59 seconds East, 142.76 feet to an iron rod on the East line of Fee Book 286 Page 1292, being coincident with the West line of "Kingdom Court Subdivision" as recorded in Plat Book 9 Page 29 of the Lincoln County Records; thence departing said centerline, along said coincident line, South 00 degrees 05 minutes 06 seconds West, 711.04 feet to an iron rod marking the Southeast corner of Fee Book 286 Page 1292; thence departing said coincident line, along the South line of Fee Book 286 Page 1292, South 89 degrees 07 minutes 26 seconds West, 493.12 feet to the beginning point.