

RESTRICTIONS FOR BRYANT'S CREEK SUBDIVISION

The following restrictions shall attach to, run with, and be a part of the land platted as Bryant's Creek Subdivision, the original legal description being shown on Schedule "A", and being shown on the Plat located in Plat Records of Lincoln County, Missouri:

1). All homes constructed shall be a minimum of 1,850 square feet for ranch homes and 2,200 square feet for two story homes, exclusive of garage or basement footage. No multi-family dwellings, such as townhouses, condominiums, or cooperatives are allowed. No modular, manufactured, mobile, or earth contact homes shall be allowed.

2). All homes shall be built on concrete foundations with full basements or crawl spaces, and shall have an exterior of brick, stone, drive-it or other masonry, vinyl siding, aluminum siding, or steel siding. No log homes or cedar sided homes are allowed. All building plans shall be approved by a majority of the trustees before construction begins.

3). All construction of any home or outbuilding shall be completed within six months of the commencement of the construction.

4). No lot shall be subdivided or reduced in size, and no more than one dwelling house shall be allowed on each lot.

5). No more than one outbuilding shall be allowed on each lot. The size of the outbuilding may not exceed an amount equal to 40% of the square footage of the dwelling house (exclusive of basement and garage). All outbuildings shall have the same or a complimentary exterior as the dwelling house.

6). No vehicle shall be parked in open view on any lot unless the vehicle is licensed to be driven and is used on public roads on a regular basis. All inoperable vehicles, car parts, motor homes, tractors, or lawn mowers shall be stored out of view.

7). All trash storage shall be containerized at the rear of the building. No burning barrels are allowed. All propane tanks or satellite dishes shall be placed at the rear of the dwelling house when possible, or a variance of this requirement shall be obtained from the trustees.

8). All garden implements, tools, and equipment shall be stored out of view when not in use.

9). Patios and sun decks shall not be used for storage.

10). No lakes or ponds shall be constructed on any lot without the approval of a majority vote of the subdivision trustees.

11). No lot owner shall re-sell any lot to Howard or Patricia Sommers, or any of their relatives who are related within the second degree of consanguinity or affinity.

12). All lot owners shall keep each lot mowed or maintained in a neat and orderly fashion. All dwelling and outbuilding exteriors shall be kept well-maintained. Failure to do so shall allow the trustees, upon ten days written notice to the lot owner, to enter onto the property and perform such mowing or maintenance. Any expenses incurred for such services shall become a lien on the property when a statement for account for same is filed pursuant to Chapters 428-429, R.S.Mo. with the Circuit Clerk of Lincoln County, Missouri.

13). No animals, livestock, swine or poultry of any

kind shall be raised, kept or bred on any lot, or in any house on any lot, except for horses, dogs, cats or other household pets. There shall be no keeping, breeding or maintaining of any animals for commercial purposes. Each lot owner is allowed a maximum of one horse per acre, two dogs per lot and two cats per lot. All allowed animals shall be suitably restrained or confined in accordance with state and local law. The trustees, upon ten days written notice to any lot owner, are authorized to demand compliance with this provision and serve as complaining witnesses on any state or local law violation for allowing animals to run at large. If any allowed animal shall give birth, the lot owner shall have a reasonable time to come into compliance with this provision concerning the number of allowed animals, not to exceed eight weeks for cats or dogs. All barns, stables and dry lots shall be maintained to prevent the accumulation of excessive animal waste and noxious odors.

14). There shall be a monthly assessment for providing electricity for the subdivision street lights, electricity for the subdivision wells, road maintenance within the subdivision, and other subdivision expenses provided for in these restrictions. Each lot owner shall pay such assessment within thirty days of receipt of a statement for same from the trustees. Failure to pay said statement within thirty days of receipt shall authorize trustees, without further notice, to shut off all water service to the lot, to file a lien against the lot, and to institute suit for the overdue account.

15). No dwelling house shall be used as rental property, unless such use is temporary, such as rental occupancy of a contractor's display home until sale, or a lot owner's job transfer necessitating sale of the lot owner's home. In no event shall such occupancy exceed six months.

16). Home-based businesses shall be allowed, but there shall be no signage or exterior advertising of such businesses within the subdivision. The operation of the home-based business shall not allow any lot to be used as a sales lot or display area for the products of any such business, unless such products are stored out of view of the general public within a dwelling house or an approved outbuilding.

17). No landowner shall conduct any illegal business, scheme or enterprise on any lot in the subdivision, do anything which would create noxious or offensive odors within the subdivision, or knowingly deposit or store any substance on any lot within the subdivision if the storage or deposit of such substance would violate any federal or state environmental laws. No part of any lot shall be used as a landfill or dump, and the accumulation of any trash, debris, junk, junk cars, car parts or scrap building material is strictly prohibited.

18). The knowing manufacture of any controlled substance by any landowner of any lot within the subdivision shall authorize the trustees to institute a civil suit for forfeiture of that lot or lots against the culpable landowner or landowners. Upon judgment in favor of the trustees, any forfeited lot and improvements thereon shall become the property of the subdivision trustees, and same shall be sold at public auction in the manner provided for Sheriff's sales in the State of Missouri. Any net sales proceeds, after payment of all property liens and expenses of sale, shall be paid to the Lincoln County R-II School District of Elsberry, Missouri, or its public school successor district where the subdivision children are required to attend school.

19). The initial trustees for Bryant's Creek Subdivision shall be a designated representative of People's Bank and Trust Company of Lincoln County, a Trustee of the Charles M. and Lorraine T. Bemis

Trust, Janet B. Suddarth, David W. Suddarth, and Sherry L. Ansley. After 75% of the lots are sold, the majority of the owners of the lots may elect one trustee to replace the nominee of People's Bank and Trust Company of Lincoln County. When 80% of the lots are sold, the majority of the lot owners may elect one trustee to replace David W. Suddarth. When 90% of the lots are sold, a majority of the lot owners may elect a trustee to replace Sherry Ansley. When 95% of the lots are sold, the majority of the lot owners may elect 2 trustees to replace Janet B. Suddarth and the trustee of the Charles M. and Lorraine T. Bemis Trust.

20). The trustees of the subdivision shall be governed by and controlled by the following rules, and have the following rights, duties, and privileges:

a). There shall be five trustees of the Bryant's Creek Subdivision and any action authorized by the trustees shall only be upon a majority vote. A quorum of at least three trustees shall be necessary to transact business by the trustees.

b). All meetings may be held on one day notice, by phone, writing, facsimile, or in person, provided all trustees are notified and proof of notification is retained by the secretary of the board. Meetings may be held by conference call, in person, or any other means whereby each trustee is informed of the business before the meeting and the trustee has an opportunity to vote on the business before the trustees.

c). In the event of death, resignation or inability to act of any trustee, the remaining trustees shall appoint a successor trustee to serve with all the powers, rights, privileges and duties of that trustee's predecessor.

d). Within ten days after the sale of 75% of the subdivision lots, the trustees shall call a meeting of all lot owners for purposes of electing a trustee to replace People' Bank. Each lot shall

be allowed one vote per lot and a majority vote of all lots will be required for selection of a successor trustee. The same procedure shall be followed for the election of a successor to all remaining initial trustees as sales of the subdivision lots reach the percentages set forth in paragraph 19 above. All successor trustees shall be at least 18 years old and a resident landowner in the subdivision.

e). From the sale of each lot in the subdivision, the developer of the subdivision, Bryant's Creek, LLC., shall cause to be deposited the sum of \$1,000 into an interest bearing account at Peoples Bank and Trust Company of Lincoln County, Missouri. The account shall be designated "The Bryant's Creek Road Fund" and shall come under control of the trustees for the purposes of paving all roadways within the subdivision. Until 80% of the lots are sold, proceeds of the account shall be pledged to Peoples Bank to guarantee paving of the roads in accordance with the developer's representations and to secure other performances of the developer. In no event shall the trustees have the right to commence paving until 80% of the subdivision lots are sold or Peoples Bank has released the funds to the trustees to commence paving. At such time funds are released, the trustees shall have the right to commence paving of all subdivision roads with the process commonly know as "chip and seal". All funds in this account shall be used for road paving only, and at such time as all roads in the subdivision have been paved, the remaining balance of the fund, if any, shall be transferred to the "Bryant's Creek Subdivision Fund", as established hereinbelow. In the sole and absolute discretion of a majority of the trustees, the trustees may delay paving of the roads until all lots in the subdivision have been sold and all dwellings have been completed, so as to prevent damage to the roads from concrete trucks and other construction vehicles.

f). The trustees shall establish a fund at Peoples Bank and Trust Company of Lincoln County,

Missouri to be known as the "Bryant's Creek Subdivision Fund". Into this fund shall be deposited all receipts for subdivision assessments for water, electricity, road repairs or any other receipts or monies due the trustees of the subdivision. The trustees shall be authorized to pay from this fund all expenses for well maintenance, electricity for the community well, electricity for the community street lights, electricity for the subdivision signage, road maintenance costs, taxes, accounting fees for the fund, attorneys fees for the fund, and any other charges reasonably related to the operation of the subdivision or this fund.

g). The majority of the trustees are authorized to take any lawful action to enforce the restrictions of the subdivision, including the institution of any actions at law or in equity, and to maintain any suit in the name of the subdivision. If appropriate, the trustees may institute and maintain an action for damages and any monies so recovered shall be paid into the subdivision fund as established hereinabove. A majority of the trustees may grant variances of the subdivision restrictions, if these restrictions specifically allow a waiver of any condition or restriction set forth herein.

h). All checks, drafts, or withdrawals on either account established hereinabove shall be signed by two trustees.

i). The books, records, and accounts shall be open to all landowners in the subdivision and to all lenders secured by deed of trust on any lots within the subdivision, upon reasonable notice to the trustees.

j). Until replaced, as provided for in this agreement, David W. Suddarth shall be the initial Secretary/Treasurer of the trustees. Until replaced, as provided for in this agreement, Janet B. Suddarth shall serve as Chairman of the trustees. At such time as David and Janet Suddarth shall be replaced, a majority of the trustees shall

elect a new Chairman and Secretary/Treasurer to serve.

k). The trustees are authorized to make the assessments provided for in these restrictions and to conduct any other business inclusive of or incidental to the operation of the subdivision.

22). All lot owners are responsible for a pro-rata share of the following subdivision expenses:

a). Monthly electrical service charges for utility service to the community well, community street lights, and subdivision signage; and

b). All maintenance and repair charges for the community well, including any testing or certification charges necessary to comply with regulations of The Missouri Department of Natural Resources or The Lincoln County Department of Health; and

c). All road repairs or maintenance as the subdivision trustees shall determine, in the trustees' sole and absolute discretion, to be necessary.

d). All legal fees incurred in the enforcement of the subdivision restrictions, all fees incurred for accounting services to either subdivision trust fund, and any other charges or expenses incurred by the trustees in the operation of the subdivision.

23). As referred to in the preceding paragraph, the term "pro-rata" shall mean the total number of lots owned by any one lot owner divided by the total number of lots platted in the subdivision.

24). Lot number Seven on the designated plat is hereby declared to be exempt from the prohibition of no more than one outbuilding per lot, due to the fact that at the time of the establishment of these restrictions lot number Seven has two outbuildings which do not comply with paragraph Six of these restrictions. Lot number Seven shall also be exempt from paying a pro-rata share of the expenses attributable to the electrical charges and maintenance for the community well, since lot



Seven is already served by a private well. In all other respects, lot Seven will be subject to all provisions of these restrictions.

25). The easements for all utilities and roads, as shown on the subdivision plat, are hereby dedicated to the use and common benefit of all lot owners within the subdivision. No dwelling or outbuilding shall be constructed on any utility or road easement within the subdivision.

26). These restrictions may be amended by vote of 80% of the lot owners at any meeting called by the lot owners or the trustees of the subdivision, provided all lot owners receive 5 days written notice, which notices shall be filed with the trustees of the subdivision prior to the meeting.

27). The trustees of the subdivision shall meet at such times as are necessary to conduct the business of the subdivision. Annually, on the Second Monday in January the trustees shall hold a meeting for the purposes of election of new trustees, if applicable, election of a new Chairman and Secretary/Treasurer, and to conduct such other business as shall come before the trustees. The meeting shall be held at such time and place as the trustees shall designate, and the trustees shall make reasonable efforts to notify all lot owners of the meeting in the same manner provided for in paragraph 20.b of these restrictions.

28). No trustee shall receive compensation for services as a trustee, but shall be entitled to reimbursement for any out-of-pocket expense incurred in service as a trustee, upon approval by a majority of the trustees.

29). No tractor-trailers, large commercial vehicles, or any other type of heavy-duty construction or commercial vehicles shall be parked or stored in the subdivision.

30). All roadways depicted on the plat for Bryant's Creek are hereby dedicated to the use of the present and subsequent owners of each lot in the subdivision. In addition to the roadway easements, there shall be a utility easement along the exterior perimeter of each lot, as depicted on the plat, 15 feet in width and 75 feet in depth, for purposes of installation and maintenance of water, electricity, phone and other utilities. The minimum setback line for all homes, outbuildings, or plantings of any trees or shrubs shall be 75 feet from the centerline of the road, except for Lot 7, which is exempt from the setback and utility easement requirement.

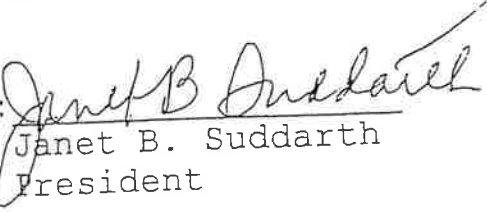
31). No lot owner shall install or maintain any floodlights commonly known as a "dusk to dawn" light on any lot within the subdivision. The term "dusk to dawn light" shall mean any flood light which is designed to operate continuously from dark to sun rise by use of an electronic eye or other enabling device.

32). All septic and waste water disposal systems shall be constructed and installed in accordance with the rules and regulations of the Missouri Department of Natural Resources and the Lincoln County Health Department.

**IN WITNESS WHEREOF**, the undersigned owner and developer of Bryants Creek, Janet B. Suddarth, and the owner of Lot Number 7, Amy J. Kinker, have caused these Restrictions for Bryant's Creek Subdivision to be executed this 8<sup>th</sup> day of November, 2000.

Bryant's Creek, LLC

By:

  
Janet B. Suddarth  
President

Attest:

*David W. Suddarth*

David W. Suddarth  
Secretary

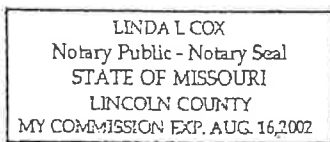


*Amy J. Kinker*  
Amy J. Kinker

State of Missouri)  
County of Lincoln) ss.

Now on this 20th day of November, 2000  
before me personally appeared Janet B. Suddarth, to  
me known to be the person who executed the above  
and foregoing and acknowledged she executed same as  
her own free act and deed and as the free act and  
deed of Bryant's Creek, LLC., a Missouri limited  
liability company, pursuant to the authority given  
Janet B. Suddarth under the operating agreement of  
Bryant's Creek, LLC.

In Witness Whereof, I, Linda L. Cox, a Notary  
Public commissioned in and out of Lincoln County,  
Missouri, have hereunto fixed my hand and my  
official seal in my office in Troy, Missouri, the  
day and year next above written.



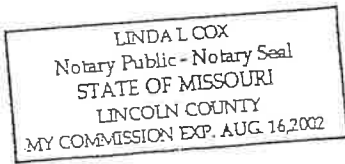
*Linda L. Cox*  
Linda L. Cox  
Notary Public

State of Mo. )  
County of Lincoln) ss

Now on this 26th day of November, 2000,  
before me personally appeared Amy J. Kinker, to me  
known to be the person who executed the above and  
foregoing and acknowledged she executed the same as  
her own free act and deed. Further the said Amy J.  
Kinker declared herself to be single and unmarried.

In Witness Whereof, I, Linda Cox, a Notary  
Public commissioned in and out of Lincoln County,  
Missouri, have hereunto affixed my hand and my  
official seal in my office in Troy, Missouri, the  
day and year next above written,

*Linda Cox*  
Linda L. Cox  
Notary Public



STATE OF MISSOURI  
County of Lincoln  
FILED FOR RECORD

51-

NOV 14 2000

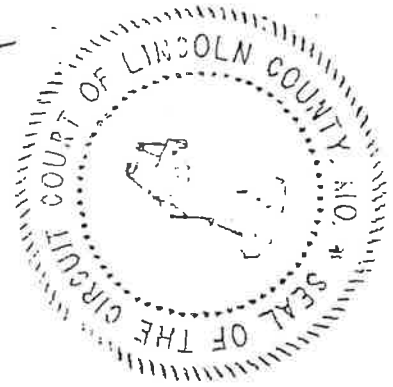
At 10 o'clock 25 Minutes A.M.  
MELBA HOUSTON, Recorder

STATE OF MISSOURI  
County of Lincoln

I hereby certify that this instrument was  
FILED FOR RECORD on 11-14, 2000  
at 10 o'clock 25 min A.M. and is  
recorded in Book 1305 Page 235.

MELBA HOUSTON  
Recorder of Deeds

By *Melba Houston*  
Deputy



CERTIFICATION

I/We do hereby certify that I/We are not related to Howard Sommers or Patricia Sommers or any of their relatives within the second degree of consanguinity or affinity. I/We further understand that I/We may not ever re-sell our lot to Howard or Patricia Sommers, or any relatives related to them by the second degree of consanguinity or affinity.

This certification applies to Lot # \_\_\_\_\_,  
Bryant's Creek, in Lincoln County, Missouri

\_\_\_\_\_  
Buyer Signature      Date

\_\_\_\_\_  
Buyer Signature      Date

\_\_\_\_\_  
Witness Signature      Date



**SPECIAL AGREEMENT TO SALE CONTRACT**  
**DATED** \_\_\_\_\_

It is hereby agreed between Buyer(s) and Seller that Flynn Well Drilling Company will provide all necessary labor and materials to tap onto the community water lines when Buyer(s) tap onto the line. This shall be at Buyer(s) expense. (Estimated costs are \$150 - \$200). This agreement does not in any way obligate Buyer(s) to hire Flynn Well Drilling Company to lay or connect Buyer(s) waterlines to Buyer(s) residence or outbuildings.

This special agreement between Buyer(s) and Sellers is to insure all tap-ons will be in accordance with the approval Seller has to obtain from the Missouri Department of Natural Resources to approve the community well system for Bryant's Creek.

Bryant's Creek, L.L.C.

\_\_\_\_\_  
Buyer

By: \_\_\_\_\_  
Janet B. Suddarth, Owner & Mgr.

\_\_\_\_\_  
Buyer