

**DEED OF DEDICATION, RESTRICTION, AND PROTECTIVE COVENANTS**

**FOR**

**CARTER CANYON SUBDIVISION**

**A Subdivision In the City of Wright City, Missouri**

That as such owner of the said Carter Canyon Subdivision has caused said described tract to be subdivided into a manner shown upon a plat dated, MARCH 17, 2006 and recorded in Plat Book No. SLIDE D, Pages 93-98 and does hereby declare and impose the following conditions, restrictions, covenants and limitation on the land, lots and parcels of real estate located in said Subdivision, to wit:

1. All streets, roadways all roundings and intersections thereof designated upon, and indicated on the Plat of said Subdivision are hereby dedicated to the Wright City, Missouri, its successors and assigns, for the purpose of installing and maintaining public utilities, and for sewer and drainage purposes.
2. The building lines as shown on the recorded Plat of said Subdivision are hereby established.
3. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories, and not to exceed thirty five (35) feet in height, and a private garage for a minimum of two cars, and one prefabricated metal building having not more than one hundred and forty-four (144) square feet in of floor space. No business activity shall be permitted upon any lot. No carport shall be erected on any lot.
4. No fence or wall more than 72" in height shall be erected or placed on any lot and must be constructed of wood or vinyl. No fence shall be extended in front of the building line of any lot.
5. The ground floor area of the main structure, exclusive of one story open porches, or attached garage, shall not be less than 1100 square feet for a one story dwelling or not less than 700 square feet for a dwelling of more than one story.
6. No building shall be located on any lot closer to the front lot line or closer to the side street line than the minimum building set back lines shown on the recorded plat. No residential building or garage shall be located closer than five (5) feet to an interior lot line. No detached garage shall be permitted upon a lot. The depth of the rear yard shall be at least 30% of the depth of the lot, which such depth need not be more than twenty-five (25) feet. For the purpose of the covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of buildings on a lot to encroach upon any other lot. In the event that the front yard, side yard and rear yard building set back lines established by the City of Wright City,

Missouri, prior to the commencement of construction of a building on a particular lot, then the restriction or regulation which provides for a greater set back shall apply.

7. No lot shall be resubdivided into, or shall any dwelling be erected or placed on, any lot having a width of less than seventy (70) feet at the minimum building set back lines. In the event that any person or persons shall own two or more adjoining lots, such owner shall be considered to have complied with the side yard restrictions in this deed set out so long as any residential building, or garage erected or maintained by such lot owners be not closer than seven feet to the side lot line of any such lot.
8. 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 neighborhood.
9. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or sign used by builder or developer to advertise the property during the construction and sales period.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers.
12. All water and sewage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the Subdivision and no structure of a temporary nature, house trailer, tent or shack shall be placed, erected or maintained upon any lot, except that any such structure customarily used by a builder may be used, may be erected, or maintained by a builder during the construction period only. No basement erected or maintained upon any lot shall be used, temporarily or permanently, as a place of residence.
13. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. No tree shall be permitted to remain within such distances or such Intersections, unless the foliage line is maintained as sufficient height to prevent obstruction of such sight lines.
14. Outside exterior walls of all structures shall be constructed of wood (including hardboard), brick, rock, stone, and vinyl siding, slightly and of good workmanship, and if the exterior be of wood, the same shall be painted or stained. The use of any other materials for the outside exterior walls shall not be permitted without having first obtained the written and record consent of Trustees, or their successors. All outside exterior walls or any structure

shall be completely finished within one hundred and twenty (120) days after the footing or foundation of any structure has been completed.

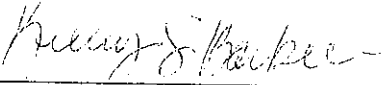
15. No tank, bottle or container for the storage of fuel shall be erected, placed or permitted above the surface level of any lot.
16. All private driveways leading from the streets or any garage on any lot shall be paved with concrete.
17. No motor vehicles requiring what is commonly called a "commercial license" under the Law of the State of Missouri shall be parked or permitted to remain on any lot in said Subdivision unless such vehicles are garaged in an enclosed garage.
18. No trailer, boat, camping truck, camper or any similar vehicle shall be parked or permitted to remain on any lot in said Subdivision unless such vehicles are parked inside the garage, or behind a fence parked on a concrete pad.
19. Any repair or maintenance work shall be done or performed on any motor vehicle, any boat, or any trailer, any machinery or equipment generally used in construction or road building business or trade, unless the building business or maintenance work shall be performed in an enclosed garage. No wrecked, inoperative or salvaged motor vehicle or parts thereof shall be kept, parked or stored upon any lot unless same is within an enclosed garage. All vehicles must be currently licensed if parked on streets & driveways.
20. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions and covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the lots has been recorded agreeing to change said restriction and covenants in whole or in part.
21. There shall be uniform assessments made against each home in Carter Canyon. These assessment fees shall be used for the upkeep of common ground area including the detention basin and to protect the general welfare for the residences in Carter Canyon. The homeowners shall designate one of their members "Treasurer" of the Subdivision funds. These funds shall be placed in the custody and control of the "Treasurer" may be bonded for the proper performance of his duties. The Developer is not required to share any assessment fees with association on any remaining vacant lots or unsold homes that they may own at this time.
22. Any person or persons violating or attempting to violate any covenant, restrictions, limitations or conditions contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damages thereof; any failure to enforce any covenant, condition, restriction or limitation contained herein shall not act as nor constitute a waiver of any subsequent breach thereof.

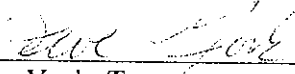
23. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

## DESIGNATION AND SELECTION OF TRUSTEES

### MEETINGS OF LOT OWNERS

Kelley S. Barbee and Dave York, Trustees, shall be designated herein as Parties of the Second Part, who by their signatures to this instrument do hereby consent to serve in such capacity.

  
 \_\_\_\_\_  
 Kelley S. Barbee, Trustee

  
 \_\_\_\_\_  
 Dave York, Trustee

There shall be an annual meeting of record owners of the fee simple title of all lots in the Subdivision called and conducted in the manner hereafter set for the call of meetings of lot owners commencing on April 15, 2007 and thereafter on the same of each succeeding year until all of the Trustees are Purchasers of lots in the Subdivision. At each such meeting one-third of the Trustees shall be chosen by the purchasers of developed lots after 80% of the lots have been sold and closed; two-thirds of the Trustees shall be chosen by Purchasers of developed lots after 95% of lots have been sold and closed; and all of the Trustees shall be chosen by the Purchasers of developed lots after all of the lots have been sold and closed. Except for the above provision for selection of lot owners as Trustees, whenever any Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees shall have the power to appoint a successor or successors.

### ASSESSMENTS

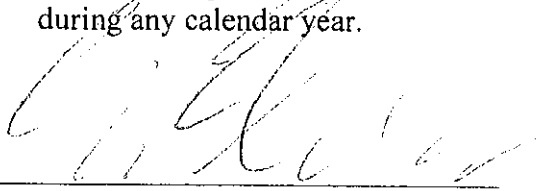
The Trustees and their successors are authorized, empowered, and granted the right to make assessments upon and against the several lots and said parcels of land the Subdivision for the purpose and at the rates hereinafter provided, in the manner and subject to the provisions of the instrument:

1. a. The Trustees and their successors are authorized to make uniform assessment except as hereinafter provided, not to exceed One Hundred and Fifty Dollars (\$150.00) per lot in each year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for the further purpose of carrying out any and all of the general duties and powers of the Trustees as herein described and for further purpose of enabling the Trustees to defend and enforce the restrictions adequately, to maintain streets, if required, utilities, parking spaces and

trees in the crosswalks, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owners.

b. The Trustees and their successors are authorized pursuant to the exercise of their powers and duties, to make such assessments as are herein below provided for and upon each and every one of the record owners of the fee simple title of all lots. If at any time, or from time to time, the Trustees desire to exercise their powers and duties, then a meeting of the record holders of the fee simple title of all lots according to all then recorded Plats of Carter Canyon shall be called for the purpose upon written notice signed by all the Trustees and sent by registered mail or delivered to the residence of each of the record holders of the fee simple title of the lots according to all then recorded Plats of Carter Canyon not more than twenty (20) nor less than ten (10) days prior to the date fixed for said meeting. Said notice shall specify the time and place for meeting and the place of meeting shall be in Wright City, Missouri. A two-thirds majority vote of the then recorded holders of the fee simple title of all lots according to all the recorded plats of Carter Canyon present, in person or by proxy at said meeting shall have the power to authorize the Trustees to make a uniform assessment pursuant to this paragraph upon and against the several lots and parcels of land in the Subdivision in such amount or amounts determined by two-thirds (2/3) majority vote if the recorded holders of the fee simple title of all the lots according to all then recorded plats of Carter Canyon present, in person or by proxy at said meeting. The Trustees and their successors are hereby authorized, again pursuant to the exercise of their powers and duties. It is expressly understood that the limit of \$150.00 per lot per year of general purposes shall not apply to any assessment made under the provisions of this paragraph.

c. If at any time the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments provided, they shall submit, in writing to the owners of lots for approval, an outline of the plan for the project contemplated and the estimated amount required. If such project and the assessment so stated be approved, at a meeting of the lot owners duly called and held in the manner provided on reference to the election of the Trustees, by a two thirds (2/3) majority vote of those present in person or by proxy, at a meeting of the lot owners called for consideration of such additional assessment, the Trustees shall notify all owners in said tracts of the additional assessments. The limit of \$150.00 per lot per year for general purpose shall not apply to any assessments made under the provisions of this paragraph, but no such special assessment shall exceed \$200.00 or not more than \$200.00 total during any calendar year.



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Gerald E. Scheidegger  
President  
Carter Canyon Investments, L.L.C.

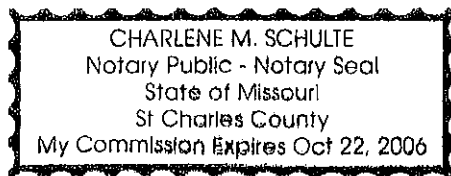
STATE OF MISSOURI

County of Warren

On this 4<sup>th</sup> day of April, before me personally appeared **GERALD E. SCHEIDEGGER** signer and sealer of the foregoing instrument, and acknowledged the same to be HIS free act and deed.

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

My Commission expires:



*Charlene M. Schulte*

Notary