

State of Missouri, County of Lincoln  
Recorded in Book 1952 Page(s): 0145 - 0163  
06/14/2007 12:43PM Fees \$78.00  
DOTTIE D. CRENSHAW, RECORDER OF DEEDS



*Dottie D. Crenshaw*

**DECLARATION AND RESTRICTIONS FOR BRISTOL RIDGE  
A SUBDIVISION WITHIN LINCOLN COUNTY, STATE OF MISSOURI**

THIS DECLARATION is made this 14th day of Jun, 2007

WITNESSETH:

WHEREAS, Developer, MB Development LLC is the fee simple owner of a certain parcel of real property located in the County of Lincoln, State of Missouri and more specifically located in Township 48N Range 1W Sections 5 and 8 described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, Developer is desirous of establishing for his benefit and for the mutual benefit of all future owners or occupants of the real property, and any part thereof, certain easements, interests, and rights in, over and upon said premises and certain mutually beneficial restrictions, options and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Developer desire and intends that several owners, mortgages, occupants, and other person hereafter acquiring any interest in said real property, shall at all times enjoy the benefit of, and shall hold their interests subject to the provisions, rights, options, privileges, and restrictions in this Declaration; and

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

NOW THEREFORE, the Developer as maker of this Covenant, records these restriction in Book 14 Page 161 of the Recorder's Office of Lincoln County, Missouri, for the purpose of protecting property values and 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 whomever 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 here contained are hereby made and declared to be rights and easements in free 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 and of any and every Owner of any Lot in said subdivision by injunction or other proceeding, whether in law or equity.

1. STREETS: All streets and easements shall remain for the private roadway use of all 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 and easements as shown upon the recorded Plat to service any additional development, said additional development shall be subject to the same restrictions 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 any other purpose shown thereon or any other purpose declared by the Trustees.
3. All lot owners shall provide and maintain at their own expense private road entrances (commonly known as driveways) to their respective tracts; such private entrances shall be constructed so as not to obstruct the side or cross drainage of the roadway. There shall be placed in all driveways to the proper grade and depth a pipe culvert of at least twelve (12) inches in diameter, made of corrugated galvanized metal or standard strength concrete pipe. Such driveways shall be surfaced and of easy grade, coinciding with connecting roadway. All driveways must connect to a subdivision street.
4. All dwelling structures erected on any lot shall have the minimum square footage listed, exclusive of any garage area, and must have enclosed solid foundations, to wit:
  - (a) Dwellings of the design commonly referred to or known as one story dwelling, a split-level dwelling, or a split-foyer dwelling, shall have first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Eighteen Hundred Fifty (1800) square feet.
  - (b) Dwellings of the design of a one and half 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 One Thousand Six Hundred (1600) square feet.
  - (c) Dwellings of the design of a two 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 One Thousand Three Hundred (1300) square feet.
  - (d) For the purposes of the above covenants contained in this paragraph, eaves, steps, and open porches shall not be considered a part of the dwelling and attached garage.

5. There shall not be erected or maintained either temporarily or permanently, any tent, house trailer, mobile home, or manufactured home on said premises for any purpose whatsoever, nor shall there be occupied on a temporary or permanent basis for residential purposes any garage or basement on said premises.
6. 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 of at least 600 sq. ft. No dwelling may be leased or rented without the express written consent of the Trustees.
7. The outside exterior walls of all structures shall be constructed of either brick, rock, stone, drivit, or maintenance free vinyl siding and of good workmanship (no wood products). The exterior front of the home shall be constructed of at least seventy percent (70%) brick, rock, or stone. In the event a retaining wall is constructed, the composition of said wall shall be brick or stone. The use of any other material shall not be permitted without first having obtained the written consent of the Board of Trustees. All roof pitches shall be a minimum of 7 to 12 or steeper and the shape of the roof lines shall relate and be in conformity to each other. Exposed concrete shall not exceed a depth of twelve (12) inches.
8. Before the commencement of construction for the erection, placement, or alteration of any building, fence, wall, pool or other Lot within the subdivision, the approval for same must be received from the Trustees. In furtherance, the Lot Owner shall tender to the Trustees or their duly appointment Architectural Control Committee, (as is provided infra), full scale copies of the blueprints, drawings, and or plans which shall plainly show the elevations, complete floor plans, and exterior colors of the prospective home and basement. A two-thirds (2/3) approval vote is necessary for the commencement of construction. Plans submitted to the Trustees for approval shall be rejected or accepted within twenty-one (21) days. If the Trustees fail to reject or accept said plans during the twenty-one (21) day period, acceptance shall be conclusively presumed. The Trustees review shall include but shall not be limited to:
  - (a) the quality of workmanship, and
  - (b) the materials to be used, and
  - (c) harmony of external design with existing structure, and
  - (d) The location of the proposed improvement with respect to topography and finish grade elevation.

9. The construction of residences or outbuilding shall conform to the following restrictions:
- (a) All residences constructed heron shall be constructed no nearer than Fifty (50) feet from the front and back property line.
  - (b) No outbuilding/shed shall exceed 1500 square feet (30 x 50) and shall have a maximum of ten (10) foot side walls. All outbuildings/sheds must be constructed behind the back line of the main residence.
  - (c) No buildings will be allowed in front yard.
  - (d) No residence or other outbuilding shall be constructed nearer than twenty-five (25) feet to any side property line.
  - (e) On any lot which adjoins or abuts the lake, no dwelling or outbuilding shall be constructed:
    - (i) nearer than twenty-five (25) feet to the waters edge, and or,
    - (ii) within six (6) feet of the high water level as shown per Corps of Engineer survey and /or map or per survey conducted and drawn by a surveyor licensed and certified by the State of Missouri. No residence or outbuilding shall be erected within any flood plain as determined by survey.
  - (f) An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings.
  - (g) All fire chimneys constructed shall be of the type and construction approved by the fire insurance underwriters.
  - (h) All fences shall be constructed of PVC fencing material or PVC with vinyl coated high tensil wire only. Fences must be placed behind street right of way, no set-back requirements on side fences. Fencing constructed of a material other than that listed above shall require the approval of the Association prior to the commencement of construction.
  - (i) All mailboxes shall be of rod iron construction ordered through the subdivision association, or of brick, stone or rock in harmony to the external design of existing structure.
  - (j) Outside latrines or toilets may be permitted temporarily during construction of a dwelling unit, not to exceed a period of ninety (90) days.

- (k) Liquid Propane tanks must be kept behind the home and out of sight, or behind a privacy fence.
  - (l) The Lot owner shall be responsible for all erosion during construction and during the improvement of the property.
  - (m) The exterior of the house shall be completed within six (6) months of the start up date.
  - (n) Landscaping, seeding, and grading shall be completed within nine (9) months of the start date.
  - (o) Each lot owner shall not allow the exterior of any residence or other buildings or structures on the owner's lot to fall onto disrepair. Each lot owner shall paint, maintain, and repair said residence, building or structure on that owner's lot in accordance with usual community standards for structures of such type and style.
10. 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 as a residence.
11. The construction, maintenance, and use of outside toilet or latrines is prohibited, and no open sewage or drain system shall be permitted for the disposal of the sewage or water from internal household purposes. Any septic tank and system shall meet all health and safety code of the County of Lincoln and State of Missouri.
12. There shall be no commercial use of any Lot, except by the Owners, 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, and that creates no more vehicular travel than an ordinary residence..
13. 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 signs used by builders or developers to advertise the property during construction and sales.
14. No lot shall be used for any unlawful purposes or for any purpose that will injure the peaceful enjoyment of others, and no noxious or offensive activity

shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

15. No lot shall be used or maintained as a dumping ground for rubble or trash of any kind. Trash, garbage, or other waste shall not be kept on any premises except in sanitary containers for disposal not less than weekly.
16. No lot herein being purchased shall be subdivided.
17. All swimming pools must be of in-ground construction, and construction of all earth contact homes is prohibited.
18. No docks are allowed.
19. The operation of motorized boats, jet skies, pontoon boats, and any other motorized watercraft of any size, shape, or construction, on the lake, is prohibited. Row boats, canoes & non-motorized boats are permitted on the lake.
20. Fishing in the lake is permitted for lot owners and their immediate families, who have property which abuts, is adjacent to, and or lies under said lake.
21. No firearms, pellets or BB guns shall be discharged in the subdivision at any time.
22. No animals, of any kind, shall be raised for commercial purposes. Further, no cattle horses, swine, sheep, goats, chickens or other poultry shall be permitted in the subdivision at any time. Domestic dogs and cats will be allowed but not to exceed 2 dogs and 2 cats per lot. All domestic animals must be confined on owners lot at all times except when leashed.
23. All grasses and weeds which may grow up on any lot shall be cut and trimmed by owner thereof so as not to permit a height greater than ten (10) inches. If this is not done, the Board shall have the right to enter said lot and cut the grasses and weeds and an assessment may be made and an applicable fine will be charged to the owner.
24. No motor vehicle, inclusive of those for which the operation of requires what is commonly called a "commercial license" under the laws of the State of Missouri, a motorcycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner, upon any Lot or street in the subdivision, unless such repairs are conducted inside a private garage, screened from public view.
25. All motor vehicles, inclusive of those for which the operation of required what is commonly called a "commercial license" under the laws of the State of

Missouri, a trailer, boat trailer, boat, camping trailer, 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 in a garage. No vehicle licensed over thirty thousand (30,000) lbs. may be parked or permitted to remain in the subdivision.

26. All motor vehicles, inclusive of those for which the operation of required what is commonly called a "commercial license" under the laws of the State of Missouri, not in proper operating condition, which shall remain on any Lot or street longer than fifteen (15) days, shall be hauled away at the Owner's expense.
27. Grantors have formed a not-for-profit corporation under the laws of the State of Missouri known as "Bristol Ridge Homeowners Association, Inc.", which corporation shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:
  - (a) this Declaration, and
  - (b) The Articles of Incorporation, and
  - (c) It's Bylaws, to wit;
    - (i) The Association is vested with the right in it's own behalf and on behalf of each Lot Owner to enforce all the restrictions, easements, liens, and covenants contained in this Declaration
    - (ii) Every right, duty, power, and privilege that this Declaration gives the Association or which is give to the Association by it's Bylaws, shall be vested with the Board unless otherwise specified.
28. The Association, it's Board and members, shall be governed in the following manner:
  - (a) The members of the Association shall be the Lot Owners.
  - (b) Each lot shall represent one vote in any matter voted upon.
  - (c) The members shall elect a Board of Trustees, hereinafter the "Board" or "Trustees", interchangeably, of three persons to manage the day to day affairs of the corporation.
    - (i) Initially, the Board shall be MARTIN MEYER, MICHAEL MEYER AND RICK MEYER.

- (ii) Replacement of a vacancy within the Board shall be made by the remaining members. After the sale of eighty percent (80%) or more of the lots, a meeting shall be called of the then existing lot owners, at which meeting a new Board shall be elected. The Board shall organize itself with selection of a President, Secretary and Treasurer.
  - (iii) The Board, so elected, shall be three (3) in number, one (1) of whom shall be Developer, his heirs or assigns, and two (2) of them shall be among the purchasers of lots until such time as the original Developer shall own less than ten (10%) percent of the lots. Thereafter, all three (3) of the Board shall be among the purchasers of lots and shall continue to serve three (3) year terms.
  - (iv) In the event any of the Board shall die or decline to act or become incompetent to act for any reason, the remaining Board shall appoint a successor or successors to complete the term of that Director(s). Minutes shall be kept of all Board meetings.
  - (v) When two (2) members of the Board are purchasers of lots, one (1) shall serve for an initial one year term (1) and the other for an initial two (2) year term. Each shall serve three (3) year terms thereafter. When three (3) of the board are purchasers of lots, they shall serve three (3) year terms, with one (1) to be replaced each year.
  - (vi) Thereafter, all three (3) members of the Board from among the purchasers of lots shall continue to serve until his/her successor is chosen at a meeting called by the Board of their own motion or upon petition of ten (10%) percent of the lot owners.
- (d) A meeting of existing lot owners shall be held every year for the purpose of transacting any necessary business, said meeting shall be in a convenient place as designated by the existing Board after first giving:
- (i) Ten (10) days written notice to lot owners at their last known addresses or by posting in the subdivision; provided, however, failure if anyone to receive notice shall not affect the meeting.
  - (ii) A meeting is required at least once per year for the purpose of electing a member to the Board.
  - (iii) A majority vote of the Board is required to make any rulings or changes.
- (e) Special meetings, as necessary, may be called by the Board upon their motion or upon petition of a majority of the lot owners.



- (f) In all voting, whether for the election of the Board, or of any other purpose whatsoever, each lot shall represent one (1) vote.
  - (g) Lot owners who have not paid their annual or general assessments in full as of the date of any scheduled vote, general, special, or otherwise, shall not be entitled to vote however, their presence at a meeting, annual or special, shall count in establishing a quorum.
29. The Association, it's Board and members, in addition to the above, shall have the following powers:
- (a) The Board shall have the power and authority to prevent, in their own names as the Board, any violation of any express trust or any infringement, and to compel the performance of any restriction.
    - (i) 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 Board is intended to be discretionary and not mandatory.
  - (b) Any lot owner found to be violating these restrictions shall pay all costs and expenses of the Board, or other lot owner, incurred to bring said lot owner into compliance.
    - (i) This shall include attorney's fees, court costs, recording fees, and other directly related costs.
30. These restrictions may be changed, modified, or amended at any time in the future by:
- (a) written covenant signed by the Owners of two-thirds (2/3) of the Lots in said subdivision.
    - (i) The said amendment or modification is to be and become effective only upon recording of same in the office of the Recorder of Deed of Lincoln County, Missouri.
    - (ii) Such amendment or modification will not require the signatures 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 judgments or other order shall in no way affect any of the other provision, which shall remain in full force and effect.
32. The Owners and Developer, MB Development LLC, it's heirs and assigns, reserve the exclusive right to amend restriction or grant variances necessary as

stated herein so long as any Lots are still owned by them or a successor Developer.

33. All Lots and tracts shall be subject to the foregoing protective covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at and after which time said covenants shall be automatically extended for successive period of twenty (20) years, unless by vote of two-thirds (2/3) of the then owners of the improved lots agree to change said covenants in whole or in part. Such changes are to be recorded in the Office of the Recorder of Deeds of Lincoln County, Missouri, and shall become effective on said date.
34. A cancellation of any one or more of these covenants by judgment, city ordinance, county regulations, or other shall in no way affect any of the other provisions, which shall remain in full force and effect.
35. By June 1 of any given year, the Developer and successor Board may annually assess each lot in the amount and manner now set forth:
  - (a) to make uniform assessments not to exceed One Hundred Fifty (\$150) on each improved Lot in any one (1) year, upon and against the several Lots in said subdivision for the maintenance and upkeep of the streets, roads, sign, lake, dam, insurance, and any other expenses agreed upon by the lot owners for the benefit of all lot owners.
  - (b) all lots which are directly adjacent to and border upon the lake shall be subject to an annual assessment of two hundred (\$200) for the maintenance and upkeep of the streets, roads, sign, lake, dam, insurance, and any other expenses agreed upon by the lot owners for the benefit of all lot owners.
  - (c) If at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessment above provided they shall:
    - (i) submit, in writing, for the approval of the Lot Owners, an outline of the plan of the project contemplated, and the estimate of the amount required for completion of same, and the total assessment required.
  - (d) If such project and the special assessment so stated shall be approved by written consent of the owners of three-quarters (3/4) or more of the Lot owners in said subdivision, the Trustees shall notify all Owners of Lots in said subdivision of the additional assessments.
  - (e) The limit, One Hundred Fifty Dollars (\$150) per year for non lake lots and Two Hundred Dollars (\$200) per year for lake lots for general assessment purposes, shall not apply to any assessment made under the provisions contained within paragraph 35C. Further, general assessment monies on deposit may be used for

and combined with special assessment monies collected or to be collected for an authorized purpose.

36. Subject to the above required consent of the Lot Owners, no assessment shall be made except upon resolution adopted by a majority of the Trustees, at a meeting of the Trustees, which said resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Trustee's meetings.
37. Notice of all assessment may be given by:
  - (a) mail, addressed to the last known or usual post office address of the holder of legal title to said Lot, or
  - (b) may be given by posting a brief notice of the assessment upon the Lot itself,
  - (c) Service in any one of the said methods shall be sufficient.
38. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided.
39. Delinquent Assessments shall be handled in the following manner:
  - (a) From and effective the date when said assessments are due, it shall bear interest at the rate of fifteen percent per annum or the maximum rate of interest allowed by law per annum, whichever is greater, until paid, and any costs and attorney's fees incurred in connection with the unpaid assessment shall be added to the lien.
  - (b) 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 subordinate to any Deed of Trust of record whether recorded before or after the recording of said lien.
  - (c) At any time after the passage of resolution levying an assessment, and its entry in its minutes, the Trustee 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:
  - (d) The Trustees shall upon payment, cancel or release any one or more Lots from the liability for assessment, as shown by 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 it proceedings the payments made on account of assessments.
  - (e) Assessment(s) shall constitute a lien whether recorded or not.

40. 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 for the aforesaid assessments.
41. The Trustees may receive, hold, convey, dispose, or administer in trust for any purpose mentioned in this indenture, any gifts grant, conveyance, or donation of money, real or personal property.
42. 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, from time to time, may enter into contracts, employ agents, servants, as they 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 of Trustees.
43. 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 provide.
44. The act or acts of 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.
45. 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, contract with, or having 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 any money that may otherwise become due and payable to them from the subdivision Trustees,
46. The maintenance for the dam and lake shall further be governed by the terms and condition as set forth with the attached Lake and Dam Maintenance Agreement, attached and labeled as Exhibit "B"
47. No assessment shall be to MB Development LLC. or their heirs.



Architecture  
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March 8, 2006

**Exhibit "A" - Parcel Description**

A DESCRIPTION OF A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW  $\frac{1}{4}$ ) OF SECTION 5, AND PART OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SECTION 8, IN TOWNSHIP 48 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN LINCOLN COUNTY, MISSOURI. SAID TRACT OF LAND BEING DESCRIBED IN BOOK 214, PAGE 333, AND BOOK 231, PAGE 242, BOTH OF THE LINCOLN COUNTY, MISSOURI RECORDER'S OFFICE. SAID TRACT BEING AS SHOWN ON COCHRAN ENGINEERING AND SURVEYING PROJECT NO. 6344-06 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** at an Iron Pipe found for the Northeast corner of the herein described tract; Said Point being in the centerline of Lincoln County Road No. 763 (also known as Feith Road-50 ft. wide); Said Point being the Northwest corner of a tract of land described in a deed to Soucy as recorded in Book 1812, Page 59, of the Lincoln County, Missouri, Recorder's Office; Said Point being the Southwest corner of a tract of land described in a deed to Damron as recorded in Book 486, Page 1, of the Lincoln County, Missouri, Recorder's Office; Said Point also being the Southeast corner of a tract of land described in a deed to Lindemann as recorded in Book 1747, Page 54, of the Lincoln County, Missouri, Recorder's Office; From which a damaged Missouri Land Survey Monument bears North 00 deg. 45 min. 00 secs. East, a distance of 13.40 feet and North 89 deg. 30 min. 20 secs. West, a distance of 0.52 feet;

**THENCE**, leaving the centerline of Lincoln County Road No. 763 with the common line between the herein described tract and the said Soucy tract, **South 00 deg. 45 min. 00 secs. West**, a distance of **2687.67 feet** to a Stone found for the Southeast corner of the herein described tract; Said Point being the center of Section 8 and the Southeast corner of the Northwest  $\frac{1}{4}$  of Section 8; Said Point also being the Southwest corner of a tract of land described in a deed to Bishop as described in Deed Book 1597, Page 590, of the Lincoln County, Missouri, Recorder's Office; Said Point also being the Northeast corner of a tract of land described in a deed to Schaper as recorded in Book 476, Page 70, of the Lincoln County, Missouri, Recorder's Office;

**THENCE**, with the common line between the herein described tract and the said Schaper tract, same being the East-West centerline of Section 8, **North 89 deg. 09 min. 26 secs. West**, a distance of **1385.09 feet** to a Stone found for the Southwest Corner of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 8;

**THENCE**, leaving the East-West centerline of Section 8 and continuing with the common line between the herein described tract and the said Schaper tract, **North 00 deg. 11 min. 17 secs. East**, a distance of **646.00 feet** to an Iron Pipe found for an angle point; Said Point being the Southeast corner of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8; Said Point being the most Northern Northeast corner of the said Schaper tract;

**THENCE**, continuing with the said common line, **North 88 deg. 09 min. 33 secs. West**, a distance of **1362.07 feet** to a Point calculated to be the most Western Southwest corner of the herein described tract; From which a Found Iron Rod bears North 88 deg. 09 min. 33 secs. West, a distance of 0.09 feet; Said Point being the Northeast corner of a tract of land described in a deed to Schaper as recorded in Book 1443, Page 838, of the Lincoln County, Missouri, Recorder's Office; Said Point also being the Southeast corner of a tract of land described in a deed to Woodruff as recorded in Book 1451, Page 36, of the Lincoln County, Missouri, Recorder's Office;

**THENCE**, with the common line between the herein described tract and the said Woodruff tract, **North 00 deg. 48 min. 00 secs. East**, passing at a distance of **672.92 feet** a Stone found for the Southwest corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8 and continuing in all for a distance of 936.60 feet to an Iron Rod set for an angle point; From which a found Iron Rod bears South 86 deg. 04



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min. 28 secs. West, a distance of 4.57 feet; Said Point being the Southern corner of a tract of land described in a deed to Vestal as recorded in Deed Book 283, Page 745, of the Lincoln County, Missouri, Recorder's Office;

*THENCE*, with the common line between the herein described tract and the said Vestal tract, **North 86 deg. 04 min. 28 secs. East**, a distance of **269.80 feet** to an Iron Rod set for an angle point;

*THENCE*, continuing with the said common line, **North 23 deg. 51 min. 11 secs. West**, a distance of **267.20 feet** to an Iron Rod set for an angle point;

*THENCE*, continuing with the said common line, **South 89 deg. 11 min. 30 secs. East**, a distance of **518.37 feet** to an Iron Pipe found for an angle point; Said Point being under a damaged fence post;

*THENCE*, continuing with the said common line, **North 00 deg. 00 min. 23 secs. West**, passing at a distance of 419.07 feet the Southeast corner of a tract of land described in a deed to Brockmann as recorded in Book 1495, Page 887, of the Lincoln County, Missouri, Recorder's Office; From which a found Iron Pipe bears North 89 deg. 14 min. 48 secs. West, a distance of 0.11 feet, and passing at a distance of 906.24 feet a point calculated to be the Northeast corner of the said Brockmann tract and a tract of land described in a deed to Lindemann as recorded in Book 1419, Page 7, of the Lincoln County, Missouri, Recorder's Office, and continuing in all for a distance of **1017.84 feet** to an angle point in the herein described tract; From which an Iron Pipe found in a fence line bears South 70 deg. 11 min. 26 secs. East, a distance of 1.04 feet; Said Point being the Southwest corner of a tract of land described in a deed to Sanders as recorded in Book 368, Page 112, of the Lincoln County, Missouri, Recorder's Office;

*THENCE*, with the common line between the herein described tract and the said Sanders tract, **South 70 deg. 11 min. 26 secs. East**, a distance of **307.16 feet** to an Iron Pipe found for an angle point;

*THENCE*, continuing with the said common line, **North 20 deg. 46 min. 30 secs. East**, a distance of **282.78 feet** to a calculated angle point; From which a found Iron Pipe bears North 89 deg. 11 min. 57 secs. West, a distance of 1.21 feet;

*THENCE*, continuing, with the said common line, **South 89 deg. 11 min. 57 secs. East**, a distance of **315.21 feet** to an Iron Pipe found for the Eastern Southeast corner of the said Sanders tract; From which the fence line bears West a distance of 3.79 feet;

*THENCE*, continuing with the said common line, **North 00 deg. 43 min. 34 secs. East**, passing at a distance of 554.72 feet an Iron Pipe found on line, and continuing in all for a distance of **864.07 feet** to a Railroad Spike set in the centerline of Lincoln County Road No. 763 and the most Northern corner of the herein described tract; From which a found Iron Pipe bears North 01 deg. 30 min. 29 secs. East, a distance of 12.28 feet; Said Point being on the South line of a tract of land described in a deed to Wilmes Enterprises as recorded in Book 1675, Page 685, of the Lincoln County, Missouri, Recorder's Office; Said Point also being the Southeast corner of a tract of land described in a deed to Kadlec as recorded in Book 1690, Page 392, of the Lincoln County, Missouri, Recorder's Office;

*THENCE*, with the common line between the herein described tract and the South lines of the aforementioned Wilmes Enterprises LLC tract, a tract of land described in a deed to Niehoff as recorded in Book 1659, Page 610, a tract of land described in a deed to Lindemann as recorded in Book 1611, Page 932, a tract of land described in a deed to Kerpash as recorded in Book 1774, Page 466, and a tract of land described in a deed to Lindemann as recorded in Book 1747, Page 54, all of the Lincoln County, Missouri, Recorder's Office, with the following four (4) courses and distances:



Architecture  
Civil Engineering  
Land Surveying  
Site Development

8 East Main Street  
Wentzville, Missouri 63385

Telephone: 636-332-4574

Fax: 636-327-0760

2007007073

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1. *South 49 deg. 34 min. 57 secs. East*, a distance of *81.90 feet* to an Iron Pipe found for an angle point,
2. *South 40 deg. 34 min. 36 secs. East*, a distance of *1542.44 feet* to a Railroad Spike set in Lincoln County Road No. 763 for an angle point,
3. *South 73 deg. 09 min. 59 secs. East*, a distance of *90.71 feet* to and Iron Pipe found for an angle point, and
4. *South 89 deg. 30 min. 20 secs. East*, a distance of *205.59 feet* to the *Point of Beginning* and this tract containing 6,767,367 square feet, or 155.36 acres, of land, more or less, according to calculations performed by Cochran Engineering and Surveying during March of 2006.

*IT IS THE INTENT* of the above document to describe the retraced and recovered exterior boundary of a tract of land described in deeds to Gronefeld as recorded in Book 214, Page 333, and Book 231, Page 242, of the Lincoln County, Missouri, Recorder's Office. The *Basis of Bearings* is the recovered East line of the subject tract. The East line also being the North-South centerline of Section 8. This tract is subject to easements, conditions, restrictions, and covenants of Record and those not of Record.

**This description was prepared under my direct supervision.**

**M. Engineering LLC dba**

**Cochran**

**LS 2005011846D**

Kevin D. DeSain  
Missouri PLS 2283

Date

IN WITNESS WHEREOF, the Developer has caused these covenants and restrictions to be signed the day and year first above written.

BY: MB Development LLC.

Martin Meyer Mgr  
MARTIN MEYER - MB Development LLC - Manager

Michael Meyer Mgr  
MICHAEL MEYER - MB Development LLC - Manager

Richard Meyer Manager  
RICHARD MEYER - MB Development LLC - Manager

Karen M. Berens, Manager  
KAREN M. BERENS - MB Development LLC - Manager

State of Missouri       )  
                                      ) ss.  
County of Lincoln       )

ON THIS 14<sup>th</sup> day of June, 2007, before me personally appeared Martin Meyer, Michael Meyer, Richard Meyer and Karen M. Berens to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and property approval of MB Development LLC. and the Board of Trustees of Bristol Ridge Homeowners Association Inc.

Subscribed and sworn to before me, the undersigned Notary Public, on this 14<sup>th</sup> day of June 2007.

Christina M. Wilson  
Notary Public

My Commission Expires: 6/4/09



CHRISTINA M. WILSON  
My Commission Expires  
June 4, 2009  
Lincoln County  
Commission #05530009



EXHIBIT B

LAKE AND DAM MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 14<sup>th</sup> day of June, 2007, by and between MB Development LLC, hereinafter Developer, and the Board of Trustees of the Bristol Ridge Homeowners Association Inc., hereinafter "Association"

WHEREAS, the Developer is the owner of certain real property, hereinafter referred to as the "Property", located in Lincoln County, State of Missouri, and being more particularly described as follows, to wit:

WHEREAS, there presently exists an earthen dam and lake located on said Property, and

WHEREAS, said earthen dam, in part, impounds the waters of a certain lake located primarily within said Property, and

WHEREAS, the Association, as per Bristol Ridge Declaration of Restrictions, Easements, Liens, and Covenants dated June 14 2007 and recorded within Book 14 Page 161 of the Lincoln Land Records, is charged with a duty to maintain the common ground of Bristol Ridge, areas which include the lake and the earthen dam impounding same, and

WHEREAS, in an effort to protect the interests of the Lot Owners of Bristol Ridge, it is the desire of the Association to have access to the Property to perform maintenance and repair upon said earthen dam located upon same, and

NOW THEREFORE, by this agreement and for and in consideration of the mutual promises and assurances set out herein, the Developer and the Association hereto agree to the following terms and conditions:

1. All costs associated with the maintenance and or repair of the earthen dam located upon the Property shall be borne by the Association.
2. The Association, it's agents or assigns, shall have the right to come onto the Property, inclusive of each lot within said Property, for the sole purpose of repairing or maintaining said earthen dam for repairs or maintenance deemed reasonable necessary by the Association.

State of Missouri       )  
                                  ) ss.  
County of Lincoln       )

ON THIS 14<sup>th</sup> day of June, 2007, before me personally appeared Martin Meyer, Michael Meyer, Richard Meyer and Karen M. Berens to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed with the consent and property approval of MB Development LLC. and the Board of Trustees of Bristol Ridge Estate Homeowners Association Inc.

Subscribed and sworn to before me, the undersigned Notary Public, on this 14<sup>th</sup> day of June 2007.

Christina M. Wilson

Notary Public

My Commission Expires: 6/4/09



CHRISTINA M. WILSON  
My Commission Expires  
June 4, 2009  
Lincoln County  
Commission #055300001

3. Upon completion of any repairs or maintenance performed, the Association, its agent or assigns shall cause the condition of the Property to be that which is as reasonably close to the condition of the Property as was prior to the repairs or maintenance being performed.
4. Unless otherwise stated herein, this agreement shall be binding upon and enure to the benefit of the heirs, devisees, transferees and successors in interest of all parties to this agreement.
5. This Agreement shall be considered to be a part of and is hereby incorporated into Bristol Ridge Declaration of Restrictions, Easements, Liens, and Covenants dated June 14, 2007.

WHEREFORE, the parties to this Agreement have affixed their signatures the day and year first above written.

BY:

Martin Meyer Mgr.  
MARTIN MEYER – MB Development LLC – Manager

Michael Meyer Mgr.  
MICHEAL MEYER – MB Development LLC – Manager

Richard Meyer Manager  
RICHARD MEYER – MB Development LLC – Manager

Karen M. Berens, Manager  
KAREN M. BERENS – MB Development LLC Manager