

Abstract Number: 151 00867524

GENERAL WARRANTY DEED
(INDIVIDUAL - INDIVIDUAL)

BOOK 2407 PAGE 48

THIS DEED, Made and entered into on June 12, 2000, by and between
KEVIN J. DANIELS AND LISA LYNN DANIELS, HUSBAND AND WIFE

36112

of the COUNTY of ST. CHARLES State of MISSOURI party or parties of the first part, and
DANNY FETZER AND ROCHELLE FETZER, HUSBAND AND WIFE,

Address: 808 Rockefeller Ln. St. Peters, MO 63376
of the COUNTY of ST. CHARLES State of MISSOURI party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the COUNTY of ST. CHARLES and State of MO, to-wit:

A tract of land being part of Section 5 and 8, Township 45 North, Range 2 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Southwest corner of Section 5, thence along the Western line of said Section 5 North 00 degrees 29 minutes 39 seconds East, 359.74 feet to a point; thence leaving said Western line North 47 degrees 51 minutes 42 seconds East, 426.35 feet to a point; thence North 90 degrees 00 minutes 00 seconds East, 423.04 feet to a point; thence South 37 degrees 51 minutes 07 seconds West, 229.47 feet to a point; thence South 11 degrees 22 minutes 57 seconds West, 689.49 feet to a point; thence North 89 degrees 57 minutes 25 seconds West, 470.17 feet to a point; thence North 01 degrees 17 minutes 33 seconds East, 211.04 feet to the point of beginning.

THE FOLLOWING RESTRICTIONS APPLY:

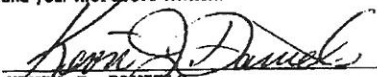
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Subject to: deed restrictions, easements, rights of way of record, and zoning regulations.
Locator Number:

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2000 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.


KEVIN J. DANIELS


LISA LYNN DANIELS

STATE OF MISSOURI)
COUNTY of ST. CHARLES) ss.

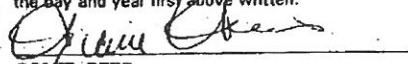
STATE OF MISSOURI
COUNTY OF ST. CHARLES
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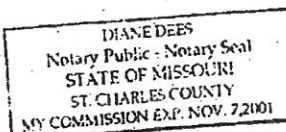
On this 12TH day of June, 2000, before me personally appeared
KEVIN J. DANIELS AND LISA LYNN DANIELS, HUSBAND AND WIFE


RECORDED DEEDS

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid, the day and year first above written.


DIANE DEES

Notary Public November 07, 2001
My term expires:



GENERAL WARRANTY DEED CONTINUED

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MINIMUM BUILDING LINE OF 65 FT FROM ALL ROADWAY RIGHT OF WAY LINES.
NO TRAILER, MOBILE HOME, LOG HOME OR MODULAR HOME OF ANY TYPE SHALL BE USED ON
THE TRACT OF LAND AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR
PERMANENTLY. NO HOGS SHALL BE RAISED OR HOUSED ON THIS PROPERTY EITHER
TEMPORARILY OR PERMANENTLY.

TRACT SHALL BE DEEDED FOR SINGLE FAMILY RESIDENTIAL USE. TRACT SHALL NOT BE
DIVIDED INTO LESS THAN FIVE (5) ACRE PARCELS. MINIMUM SQUARE FOOTAGE
REQUIREMENTS:

1900 SQUARE FEET ON ONE-STORY RESIDENCE

1400 SQUARE FEET ON FIRST FLOOR OF A TWO STORY RESIDENCE, FOR A TOTAL OF
NOT LESS THAN 2250 SQUARE FEET TOTAL FOR BOTH FIRST AND SECOND FLOORS.

ATTACHED GARAGE(S) SHALL BE SIDE OR REAR ENTRY. OUTBUILDINGS/GARAGES SHALL
HAVE ONE SIDE TO MATCH RESIDENCE.

DUSK TO DAWN TYPE LIGHTS SHALL NOT BE PERMITTED.

END OF DOCUMENT

ROAD MAINTENANCE AGREEMENT

This agreement is between all owners of property that is connected by a common easement road located on or adjacent to Steeple Rock Drive, Defiance, MO 63341.

Property owners are defined as any recorded property owner having access to and or using common road easement into property. All property owners will be responsible for their stated share of road maintenance and this responsibility will be passed to each successive heir or successive holder of title.

Routine roadway maintenance shall include rock, grading and/or drainage repair and shall not include snow removal or beautification through the use of a contracted snow removal or landscape company. Any owner displacing driveway materials shall be responsible for repairing and replacing displaced materials as soon as weather permits at their sole expense.

Said maintenance shall be assessed as follows. Property owners maintaining a residence shall be assessed \$400.00 per year. Property owners that do not have a residence of any kind on the property shall be assessed \$135.00 per year. Property will be defined as a residence once the construction of a residence begins. The person(s) directing the maintenance and managing the assessment account shall be by mutual consent of property owners. The period covered by each assessment is January 1 through December 31 with payments due by January 10. The assessment amount shall be incremented 2.5% per year beginning January 1, 2008. Any funds remaining in the assessment account at the end of each year (December 31) shall be refunded to the property owners by January 10. The refund amount to each property owner shall be the same percentage of the ending account balance as of December 31 as the percentage contributed towards the beginning account balance as of January 10. New property owners shall be assessed beginning January 1 of the year following their purchase of property.

Commercial snow removal, landscaping, common area maintenance, and major improvements other than normal maintenance (such as construction, pavement or asphalt) may not be contracted for or commenced without the written approval of all parcel owners described in this agreement.

If property owner shall have construction on their parcel and this construction or any other event shall cause damage to the Steeple Rock roadway, then it is the responsibility of that property owner to repair the damage to the original condition prior to the damage at their sole expense.

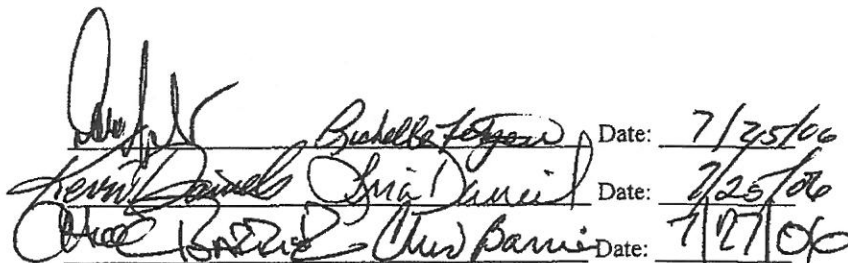
If at such time there are additional owners that share the common road, their names will be added to this agreement and their signatures will be required and recorded with the recording of deeds and closing procedures.

Signed:

Danny and Rochelle Fetzer

Kevin and Lisa Daniels

Chuck and Chris Barrier


Date: 7/25/06
Date: 7/25/06
Date: 7/27/06