

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS OF

"OAK VALLEY ESTATES"

The Real Property which is subject to this Declaration is located in Lincoln County, Missouri, and is particularly described as follows: All lots in OAK VALLEY ESTATES, as said lots are marked and designated on the Plat thereof recorded in Plat Book 11 Page 185 of the Lincoln County Records.

AND WHEREAS, it is the wish and desire of the undersigned owners of said property, for the purpose of benefitting said property and for the benefit that will insure to the said owners, their successors and assigns, and to all other persons, who may hold or may own, from time to time, any of the several lots covered by this instrument to impose the following Conditions, Restrictions, Covenants and Dedications thereon.

NOW THEREFORE, the said Owners do hereby impose against all of said property the following Conditions, Covenants, Restrictions, and Dedications, to wit.

1. All streets of OAK VALLEY ESTATES shall be private streets for use of this subdivision only, except Turkey Hills Drive, subject to the other provisions of these covenants, conditions, and restrictions. The streets shall be owned by the owners of lots as owners of the real estate described in the plat of OAK VALLEY ESTATES. Each such lot owner as owners of said real estate described in OAK VALLEY ESTATES shall own interest in the streets and shall each have a non-exclusive easement over the streets for ingress and egress. Said ownership of the streets and the rights and obligations regarding said streets as herein provided shall insure to the heirs, successors and assigns of said owners of said streets. The owners of lots shall be responsible for necessary street maintenance and repairs. The trustees of the OAK VALLEY ESTATES shall have full authority and power to determine what street maintenance and repairs are necessary, and to contract for such maintenance and repairs on behalf of the owners of Lots. At the time eight (8) lots are sold, trustees shall have, at their option, the transferring of street maintenance and repairs to the Lot owners of OAK VALLEY ESTATES. Commencing as of June 1, 1999, and on the anniversary date of each year thereafter, the owners of Lots shall each pay a One Hundred Dollar (\$100) assessment for street maintenance and repairs as the Trustees from time to time deem necessary. The aforesaid obligations to pay for street maintenance and repairs and the annual assessments therefore shall constitute a lien against the land of each obligator in favor of the Trustees from the time it is incurred until paid in full. The foregoing provisions apply only to ordinary street maintenance and repairs and not to substantial improvements in the streets.

2. All building lines and easements as shown and designated, and indicated on the Plats of said Subdivisions are hereby established. No dwelling or building shall be located within fifty (50) feet from the road right of way or utility easement.

3. Streets and all easements shown on the Plat of OAK VALLEY ESTATES are hereby designated as utility easements, and are hereby dedicated to the various utility companies as their interests may appear, and to their successors and assigns, for the use, installation, maintenance, repair and replacement of storm and sanitary sewers, water lines, gas lines, electric, telephone, television cable and telegraph lines along and under said easements.

4. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and such other outbuildings customarily

used as a private garage and storage space, and/or barns Exterior of all outbuildings shall conform to the residence.

5 No dwelling or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Trustees as to quality of workmanship and materials, and harmony of external design with existing structures

6. DWELLING SIZE

(a) One story dwellings The ground floor area of the main structure of a one story dwelling exclusive of open porches and breezeways, shall have not less than Fifteen Hundred (1500) square feet

(b) Two story or story and a half dwelling The ground floor area of the main structure of a two story or a story and a half dwelling exclusive of open porches and breezeways shall have not less than One Thousand (1000) square feet The roof line may be continuous or staggered

(c) In the case of a split level house, or a split foyer house, there shall be a minimum of Fifteen Hundred (1500) square feet of living space above ground

(d) All dwellings shall have an attached two car garage and/or carport for two (2) cars

(e) No modular homes or earth contact homes may be constructed on any lot

7 Any building erected shall be constructed of either wood, brick or real stone or any combination thereof No roll tar paper or shingles shall be used on any exterior wall Any dwelling begun upon the lot shall be completed within six months thereafter All footings, foundations and basements shall be constructed of poured concrete No structure of a temporary nature, house trailer, tent or shack shall be placed, erected or maintained upon any lot No basement erected or maintained on any lot shall be used temporarily, or permanently as a place of residence

8 All Lots must be sold as originally sold, with no purchaser resubdividing or reselling any portion of any original Lot The term "Lot" as used herein shall mean the original tract as sold by the Owners, whether sold by Lot number or a metes and bounds description

9 No building or lot shall be used for any purpose prohibited by law or ordinance

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

10 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 any other similar vehicle shall be kept on lots without license for more than thirty (30) days and must be kept behind the residence No automobile, motorcycle, machinery of any kind, may be dismantled, assembled, repaired, or worked on in any manner upon any lot unless such repairs are conducted inside private garage out of public view Off-road vehicles, such as ATV's, are permitted but not to be a nuisance to other Lot owners

11 When any dwelling improvements are erected an any lot, the owner shall at the time construct a sewage system of approved character to provide sewage for the same, unless other adequate sewage facilities have already been provided. No outside toilet or latrine shall be constructed an any lot All effluent from such system must be contained on the owner's property Septic tanks shall meet all County and State Health Department standards

12 No noxious or offensive activity shall be carried on at any time on

any lot or in any building thereon. Nothing shall be done or be permitted to be done which may or shall become an annoyance or nuisance to other lot owners to diminish the enjoyment by any lot owner of his lot. No lot owner shall cause or permit an accumulation of refuse of any character on any lot, whether improved or vacant, nor the storage or parking of any derelict vehicles of any kind or of any parts thereof.

13 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition

14 No person shall be permitted to live on any lot in a garage, outbuilding, trailer, temporary building or tent or other structure not designated as permanent and stationary.

15. There shall be no commercial use of any Lot, except by the owners, professions or business without any sign or other means of advertisement of said profession or business. No additional traffic may be caused by said other than normal residential traffic

16 No swine, poultry, or fowl may be raised, bred or kept upon any lot for any purpose. No animals of any kind shall be raised, bred, or kept upon any lot for any commercial purpose. Horses and or cattle shall be allowed as long as there is no creation of a nuisance to other lot owners by the keeping of any if these animals

17. 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 rent, or signs used by a builder to advertise the property during the construction and sales period

18. There is hereby created a Board of Trustees, hereinbefore, and hereafter called "Trustees" which shall consists of no less than two (2) and no more than four (4) members 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 of OAK VALLEY ESTATES shall initially consist of Gerald Dickherber and Lois Dickherber and serve until the 1st Saturday in June, 1999. Except for the original two (2) Trustees named above, each and every additional and successive Trustee shall be the owner of a lot in OAK VALLEY ESTATES.

(b) Thereafter each member of the Board of Trustees shall serve for a term of One (1) year or 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 1st Saturday in June, 1999, and on the 1st Saturday of June 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 Five (5) places likely to be seen by the Lot Owners provided, however failure 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 and Paragraph (i).

(1.) To make uniform assessments of not to exceed One Hundred and no/100 Dollars (\$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. This assessment shall be due June 1 of each year and shall be prorated to the buyer at closing. The assessment shall be held by Professional Escrows.

(2.) If, at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the Owners of Lots for approval an outline of the plan of the project contemplated, and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated shall be approved by written consent of the Owners of three-fourths (3/4) or more Lots in said subdivision, the Trustees shall, in the manner hereinafter described in Paragraph 18, (i) (2), notify all Owners of Lots in said subdivision of the additional assessments, the limit of One Hundred and no/100 Dollars (\$100.00) a Lot per year for general purposes as provided in Paragraph 18, (h) (1.), shall not apply to any assessment made under the provision of this paragraph.

(i) All assessments, either general or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit

(1.) Subject to the above 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 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 (1) of the said methods shall be sufficient.

(3.) 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 highest rate allowed by law 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.

(4.) At any time after the passage of the resolution levying an assessment, and its entry in its minutes, the Trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any One (1) 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 (1) or more Lots from the liability for assessment, as shown 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. The assessment shall constitute a lien whether recorded or not.

(5.) 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 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.

(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.

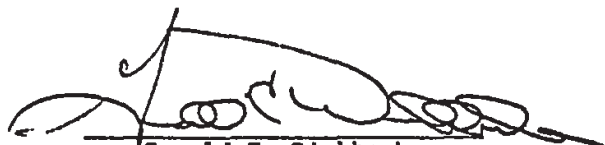
19. These restrictions may be changed, modified or amended at any time in the future by written covenant signed by the Owners of Two Thirds (2/3) of the


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, Deed of Trust, or other lien against the respective Lots or the improvements thereon.

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

21. The Owner reserves the exclusive right to amend restrictions or grant variances necessary stated herein as long as any Lots are still owned by them or a successor Developer.

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions, and restrictions to be signed on this 9th day of March, 1998.


Gerald E. Dickherber


Lois E. Dickherber

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

On this 9th day of March, 1998, before me, personally appeared Lois E. Dickherber and Gerald E. Dickherber, husband and 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, I have hereunto set my hand and affixed my official seal at my office in Troy, Missouri, the day and year first above written.

TRACY K. MARTIN
Notary Public-Notary Seal


Notary Public

My term expires

STATE OF MISSOURI
Lincoln County

My Commission Expires. Sept. 22, 1998



STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

MAR 17 1998


At 1 o'clock 05 Minutes PM

MELBA HOUSTON, Recorder 3300

STATE OF MISSOURI
County of Lincoln

I hereby certify that this instrument was
FILED FOR RECORD on 3-17 19 98
at 1 o'clock 05 min P M and is
recorded in Book 1034 Page 41

MELBA HOUSTON
Recorder of Deeds

By 
Deputy