

"SOUTHWOOD ESTATES"

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

WHEREAS, Richard E. Schrick and Dolores E. Schrick, his wife, Florence Vahle and Margaret Vahle, his wife, Frank W. Vahle and Mabel B. Vahle, his wife, and Arthur A. Stude and Margie M. Stude, his wife, hereinafter referred to as "OWNERS", are the owners of a tract of land situated in the County of Warren, State of Missouri and described as follows:

A tract of land being part of the Southeast Quarter of the Northeast Quarter; part of the Southwest Quarter of the Northeast Quarter; all of the Northwest Quarter of the Southeast Quarter, and all of the Northeast Quarter of the Southwest Quarter; all in Section 20, Township 46 North, Range 2 West, Warren County, Missouri, as being described as follows:

Commencing at an Iron Rod at the Southeast Corner of said Northeast Quarter; thence along the South line of said Northeast Quarter, South $88^{\circ} 26'$ West 96.64 feet to an iron rod at the place of beginning of said tract; thence continuing along said South line, South $88^{\circ} 26'$ West 1249.40 feet to an Old Iron Rod; thence along the East line of said Northwest Quarter of the Southeast Quarter, South $3^{\circ} 01'$ West 1319.17 feet to an Old Stone; thence along the South line of said Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, South $89^{\circ} 16' 30''$ West 2624.28 feet to an iron rod; thence along the West line of said Northeast Quarter of the Southwest Quarter, North $1^{\circ} 27'$ East 1337.24 feet to an Iron Pipe in a rock pile; thence along the North line of said Northeast Quarter of the Southwest Quarter, North $89^{\circ} 16' 30''$ East 1335.19 feet to an Iron Rod in the creek; thence along the West line of said Southwest Quarter of the Northeast Quarter, North $2^{\circ} 14' 30''$ East 1299.47 feet to an iron rod; thence leaving said West line, North $89^{\circ} 23'$ East 1924.31 feet to an iron rod; thence along the West right-of-way line of State Highway "47", South $23^{\circ} 06'$ East 269.50 feet; thence South $27^{\circ} 31'$ East 183.45 feet; thence South $32^{\circ} 01''$ East 507.27 feet; thence along a curve to the right having a central angle of $29^{\circ} 28'$, a radius of 921.16 feet, and an arc length of 473.77 feet to the place of beginning and containing 149.13 acres, more or less.

Whereas, it is deemed in the best interest of all persons who may become and are owners of any parts of the land described herein to have certain covenants, conditions, and restrictions created, imposed, and placed of record relating to this property.

NOW THEREFORE, the Owners as makers of this covenant, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties do hereby subject said land to the following covenants, conditions, and restrictions which shall operate as covenants running with the land into whomsoever hands it or any part of it shall come and do hereby declare that all said land shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions; and the rights and easements herein contained

are hereby made and declared to be rights and easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to all of said land, and said land and all parts thereof to remain forever subject to the burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit of any and every owner of any part of said land by injunction or other proceeding whether in law or equity.

1. No structure of a temporary character, trailer, mobil home, tent or shack shall be used on any part of said land at any time, with the exception that tents or camping trailers may be used on any lot, or part thereof, for periods of not more than 21 days.

2. No part of said land shall be used except for residential purposes.

3. All dwellings shall have a first floor area, exclusive of that portion encompassed within a garage or basement, of not less than 900 square feet. No dwelling or portion thereof, including attached porches shall be located within 30 feet of any road easements or streets.

4. No motor vehicle or other vehicles shall be parked upon any street or roadway except occasional non-continuous parking or stopping. Each lot owner shall provide off street parking for more than occasional parking.

No automobile, motorcycle, or machinery of any kind, may be dismantled, assembled, repaired or worked on in any manner, other than normal maintenance, upon any part of said land except inside a garage. Nor shall any unlicensed or junk vehicle be kept or stored on any lot except inside a garage. None of the above-enumerated items may be performed on any street on this land.

5. No lot or part of this subdivision shall be used as a place for the storage, dumping, or depositing of garbage, trash, rubbish, junk, scrap or any other waste material and said lots shall be kept free of all noxious, dirty, offensive and unsightly material.

6. No swine, goats, or poultry of any kind shall be raised, bred, or kept on this land. Other animals, such as household pets or livestock, may be kept as long as the presence of these animals does not create a nuisance to other property owners or to the public. Nothing herein contained shall be construed as permitting or authorizing the maintenance of a kennel or livestock breeding business, the same being expressly prohibited.

7. All of said land may be divided into parcels or lots, but only if all parcels or lots contain at least 3 acres as a result of such dividing.

8. No roadways or easements shall be constructed or created so as to connect the roads within Southwood Estates with lands outside of Southwood Estates.

9. Modular homes shall be allowed only if they are placed on a poured concrete foundation and have gabled roof with eaves and house type siding.

10. Architecturally designed underground homes or cave homes shall be allowed. However nothing herein contained shall be construed as permitting or authorizing basement homes, the same being expressly prohibited.

11. Sewage disposal must meet Department of Natural Resources requirements, as defined in plans for disposal of waste water for the Southwood Estates Subdivision, as approved by the state.

12. These restrictions may be changed, modified or amended at any time in the future by written covenant signed and executed by all of the owners of 60% or more of the land herein described. The said covenant to be and become effective only upon recording of the same in the office of the Recorder of Deeds of Warren County, Missouri. Such covenant will not require the signature of any holder of a mortgage, deed of trust, or other lien against the respective parcels or lots of this land or the improvements thereon.

13. A cancellation of any of these covenants by judgments or otherwise shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owners have hereunto set their hands this
17th day of January, 1980.

Richard E. Schrick
Richard E. Schrick

Dolores E. Schrick
Dolores E. Schrick

Frank W. Vahle
Frank W. Vahle

Mabel B. Vahle
Mabel B. Vahle

Florence Vahle
Florence Vahle

Margaret Vahle
Margaret Vahle

Arthur A. Stude
Arthur A. Stude

Margie M. Stude
Margie M. Stude

I, Lydia Lichtenberg, holder of a note secured by a deed of trust dated
October 25, 1979 and recorded in Book 230, Page 606
on the above described real estate do hereby consent to and agree to be
bound by the foregoing declaration of covenants, conditions, and restrictions.

Lydia Lichtenberg
Lydia Lichtenberg

STATE OF MISSOURI)
) SS.
COUNTY OF WARREN)

On this 17th day of January, 1980 before me personally appeared Richard E. Schrick and Dolores E. Schrick, his 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 Warrenton

My Commission Expires Nov 20, 1983

LINDA STUDE
NOTARY PUBLIC STATE OF MISSOURI
WARREN CO.
MY COMMISSION EXPIRES NOV 20 1983

Linda Stude
LINDA STUDE - Notary Public

STATE OF MISSOURI)
) SS.
COUNTY OF WARREN)

On this 17th day of January, 1980 before me personally appeared Frank W. Vahle and Mabel B. Vahle, his 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 Warrenton, Or

My Commission Expires Nov 20, 1983

LINDA STUDE
NOTARY PUBLIC STATE OF MISSOURI
WARREN CO.
MY COMMISSION EXPIRES NOV 20 1983

Linda Stude
LINDA STUDE - Notary Public

STATE OF MISSOURI)
) SS.
COUNTY OF WARREN)

On this 17th day of January, 1980 before me personally appeared Florence Vahle and Margaret Vahle, his 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 Warrenton

My Commission Expires Nov 20, 1983

LINDA STUDE
NOTARY PUBLIC STATE OF MISSOURI
WARREN CO.
MY COMMISSION EXPIRES NOV 20 1983

Linda Stude
LINDA STUDE - Notary Public

STATE OF MISSOURI)
) SS.
COUNTY OF WARREN)

On this 17th day of January, 1980 before me personally appeared Arthur A. Stude and Margie M. Stude, his 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 Warrenton
My Commission Expires Nov 20, 1983

LINDA STUDE
NOTARY PUBLIC STATE OF MISSOURI
WARREN CO.
MY COMMISSION EXPIRES NOV 20 1983

Linda Stude
LINDA STUDE - Notary Public

STATE OF MISSOURI)
) SS.
COUNTY OF WARREN)

On this 18th day of January, 1980 before me personally appeared Lydia Lichtenberg, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Warrenton
My Commission Expires Nov 20, 1983

LINDA STUDE
NOTARY PUBLIC STATE OF MISSOURI
WARREN CO.
MY COMMISSION EXPIRES NOV 20 1983

Linda Stude
LINDA STUDE - Notary Public

STATE OF MISSOURI)
County of Warren) ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 18th day of Jan 1980 at 2 o'clock 20 minutes P M., duly filed in this office for record; and the same is truly recorded in the records in this office in book 233 on page 296

Witness my hand and official seal this 18 day of January 1980
By Carolyn M. Frick Mildred Colvin
DEPUTY RECORDER EX-OFFICIO RECORDER

RECORDED and INDEXED

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