

DEDICATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND
RESTRICTIONS FOR CHAPARRAL

This Dedication made as of the 1st day of November, 1973, by Chaparral Corporation, Leon Wisniewski, Jerome Woratseck, Barry G. Sanker, and Albert F. Witthaus, hereinafter referred to as owners.

WITNESSETH;

WHEREAS, Owners are the owners of a tract of land in Warren County,

Missouri described as follows:

A tract of land being Lot 1 of the Northwest Quarter, Lot 2 of the Northwest Quarter, and Part of LOT 3 of the Northwest quarter, all in Section Three (3), Township Fortysix (46) North, Range Three (3) West, Warren County, Missouri and described as follows:

Beginning at an Iron Rod at the Southwest Corner of said Northwest quarter of Section 3; thence along the South Line of said Quarter Section South 89 degrees 10 minutes East 2641.18 feet to an Iron Rod; Thence along the East Line of said Quarter Section North 03 degrees 23 minutes 40" East 4030.25 feet to an Iron Rod; Thence along the Township Line North 89 degrees 13 minutes 10" West 1788.22 feet to an Iron Rod on the Southeast Right of way Line of State Highway "EE"; Thence along said Southeast Right of way Line as follows: South 42 degrees 57 minutes West 422.53 feet to the point of a Curve; Thence with said curve having a central angle of 16 degrees 50 minutes Right and Arc Length of 289.50 feet; Thence South 59 degrees 47 minutes West 225.60 feet to the point of a Curve; Thence with said Curve having a Central Angle of 23 degrees 15 minutes Left and Arc Length of 278.69 feet; Thence South 36 degrees 32 minutes West 53.07 feet to an Iron Rod on the West line of said Section 3; Thence leaving said Southeast Right of way Line and along said West Section Line South 01 degrees 36 minutes 50" West 481.47 feet to an Old Stone at the Southwest Corner of said Lot 3 of the Northwest Quarter of Section 3; Thence continuing along said West Section Line South 02 degrees 48 minutes West 2700.89 feet to the place of beginning and containing 237.09 acres, more or less.

Subject to utility easement granted to Union Electric Company as recorded in Book 130 at page 378.

Subject to roadway easement to James D. Reid et al as recorded in Book 160 at page 501, Warren County Recorder's Office.

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 owners as makers of this covenant, for the purpose of protecting property values and providing for the quiet and peaceful enjoyment of properties and for the purpose of establishing desirable residential areas do hereby subject the sale and transfer of all lots and tracts of the above property to the following covenants, conditions, reservations and restrictions:

I. All lot owners shall provide and maintain at their own expense private road entrances 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 not less than twelve inches in diameter, made of corrugated galvanized metal or standard strength concrete pipe. Such driveways shall be surfaced and of an easy grade, considering with the connecting roadway.

II. All dwelling structures erected on any lot shall have at least 720 square feet living area on the first floor level, exclusive of any garage area and must have enclosed solid foundations. There shall not be erected or maintained, either temporarily or permanently, any tent, house trailer or mobile home on said premises for any purposes whatsoever, nor shall there be occupied on a temporary or permanent basis for residential purposes any basement home on said premises.

III. All residences constructed hereon shall be constructed no nearer than thirty (30) feet from the front street line and any other outbuilding shall be constructed no nearer than fifty (50) feet from the front street line. No residence or other outbuilding shall be constructed nearer than twenty (20) feet to any side property line. An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings. All fire chimneys constructed shall be of the type and construction approved by the Fire Insurance Underwriters.

IV. The construction, maintenance and use of outside toilets 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. All water or sewage shall be disposed of through sanitary septic tanks or their equivalent, constructed according to plans, specifications, and instructions of the Missouri State Board of Health, and the Clean Water Commission, provided, however, that outside latrines or toilets may be permitted temporarily during the construction of a dwelling unit, but not to exceed a period of ninety (90) days.

V. No lot or tract of land shall be used for commercial purposes. Said premises shall not be used for any unlawful purpose, or for any purpose that will injure the peaceful enjoyment of others. Any crops, trees or products raised upon the land and sold shall not be considered as commercial.

VI. No derelict automobiles or other vehicles are permitted to be left or stored on any tract. No automobile or other vehicles shall be parked upon a street or roadway except occasional non-continuous parking or stopping. Each lot owner shall provide off street parking for more than occasional parking.

VII. All lots or tracts shall be subjected to an easement, over and under and across said lots or tracts for utilities required for the benefit of others. No tract herein being purchased shall be subdivided into lots containing less than 2 acres without approval of 50% or more of the lot owners.

VIII. There is hereby created a Board of Trustees, with the powers and duties hereinafter set out. The first Board of Trustees shall consist of Leon Wisniewski, Jerome Woratzeck, Barry G. Sanker, and Albert F. Witthans, until replaced in the manner hereinafter provided. Replacement of a vacancy shall be made by the remaining members. After the sale of 80% or more of the lots a meeting shall be called of the then existing lot owners, at which meeting a Board of Trustees shall be elected.

IX. The Trustees, so elected shall be three (3) in number, one of whom shall be one of the original owners, their successors, heirs, or assigns, and two (2) of them shall be from among the purchasers of lots until such time as the original owners shall own less than Five per cent (5%) of the lots. Thereafter all three Trustees shall be elected from among the lot owners. Each Trustee shall continue to serve until his successor is chosen at a meeting called by the Trustees of their own motion or upon petition of ten (10%) per cent of the lot owners.

X. The Trustees shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and shall succeed to the powers, rights, authority and responsibility herein before referred to as given to the owners. In all voting whether for the election of Trustees, or for any other purpose whatsoever, each lot or tract shall represent one vote.

XI. These restrictions can be changed, modified or amended at anytime in the future by written covenant signed and executed by the owners of sixty (60%) per cent of all tracts, the said covenant to be and become effective upon recording of the same in the office of the Recorder of Deeds of Warren County, Missouri.

XII. All 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 ten (10) years at and after which time said covenants shall be automatically extended for successive periods of ten years (10), unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Such changes are to be recorded in the Office of the Recorder of Deeds of Warren County, Missouri.

XIII. A cancellation of any one or more of these covenants by Judgment, City Ordinance, County regulation or other order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

XIV. The owner and successor Trustees, may assess each lot annually in the amount of \$25.00 for maintenance and upkeep of the streets and roads.

IN WITNESS WHEREOF, The owners have caused these covenants and restrictions to be signed by its President, attested by its Secretary, and its corporate seal hereto affixed, the day and year first above written.

CHAPARRAL CORPORATION

By Leon H. Wisniewski
Leon Wisniewski President

Attest: Harry Sanker
Harry Sanker Secretary