

AMENDMENT TO RESTRICTIONS FOR MAPLEWOOD RIDGE SUBDIVISION

The above described property comprises Maplewood Ridge Subdivision and shall be subject to the following restrictions and provisions.

- 1. No subdividing creating a lot of less than 3 acres.**
- 2. No single wide mobile homes. Doublewide and modular homes may be permitted. All homes must be permanently attached to a concrete wall, slab or basement. No piers or underskirting. All homes must have at least 1100 square feet of above ground living space on the main floor. Homes with more than one story must have at least 1,000 square feet of living space on the main floor. Porches and garages are not included as living space. Only one single family residence per lot. Doublewide and modular homes must be no more than 5 years of age and approved by the trustees to their condition. Homes older than 5 years may be permissible by the trustees if their design, appearance and condition are approved by the trustees.**
- 3. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuildings shall be used as a place of residence temporarily or permanently.**
- 4. No animals, livestock or poultry of any kind shall be raised for resale. No dogs or cats shall be permitted by the lot owner to be off the lot of the owner unless on a leash. No hogs or dog kennels. On lots consisting of 6 or more acres, one horse or cow will be allowed per fenced acre.**
- 5. Unlicensed motor vehicles other than construction or farm equipment shall not be operated on subdivision roads. Nor shall unlicensed drivers be permitted to operate motor vehicles on subdivision road.**
- 6. No construction closer than 50 feet of the road easement or 25 feet to the property lines. A variance may be granted to the location of home in the event the lot is unsuitable for a building within the set back line.**
- 7. No unlicensed vehicles, salvage, dumping, or other visible storage which constitute a nuisance or annoyance to the neighborhood are permitted. Lot owners shall keep their lots mowed on a reasonable schedule.**
- 8. Any vehicle larger than a standard size pickup truck, any boats, trailers, or other miscellaneous vehicles other than operating cars and pickups, must be parked to the rear of the residence.**
- 9. Lot owners shall be assessed \$100.00 per year for road maintenance. This assessment is subject to change by a 60% majority vote of the lot owners. At the time of purchase, each owner becomes jointly responsible for the cost of maintenance, and for the cost of improvements on the road as originally constructed. Lots 1 and 6 may be exempt from this assessment if they choose to put in their own driveway and forego their right to use easement road.**
- 10. Any lot owner who owns two or more connecting tracts will be considered a single lot owner entitled to one vote and may be assessed as only one lot, except the developer, who will have one vote and one assessment for each unsold lot.**
- 11. Assessments are due within 30 days after notice. After the due date the assessments will bear a 10% per annum charge until paid and such assessment and interest shall constitute a lien upon said lot, said lien to be filed for record by the trustees.**
- 12. These provisions may be revised by a 60% vote of the owners, one vote per lot owner.**
- 13. Any owner who violates the restrictions may be subject to a suit for compliance by an individual owner at his own expense, or by the subdivision trustees, when so directed by a majority of owners at the expense of all lot owners.**
- 14. The trustees will comprise of 3 in number and will be the governing body for the development. They shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants; and they shall be authorized to grant variances for unusual conditions. They shall collect and disburse assessments.**
- 15. The first board of trustees shall consist of Philip Reid, Bret Bell and William Reid and shall serve until the first week of November, 2002. Afterwards a new board shall be elected for 3 year terms by the lot owners. The remaining trustees shall select a lot owner to fill any vacancy caused by resignation.**
- 16. No road may be constructed or road easement granted connecting subdivision road to land outside the subdivision other than by the under signed developers.**
- 17. No commercial businesses.**

WATER WELL AGREEMENT

This agreement is made on the _____ day of April, 2001 by Philip A. Reid, a single person, Sharon Cross, a single person, Charles R. Marks and Cheryl G. Marks, husband and wife and Jeffrey T. Ochs and Carissa J. Ochs, husband and wife, and Deborah J. Stack of Warren County, Missouri, hereinafter referred to as Parties of the First Part, their heirs and assigns

WHEREAS, Parties of the First Part are the owners of the following described tract situated in Warren County, Missouri, to-wit;

SEE ATTACHED LEGAL DESCRIPTION

AND WHEREAS, there is located upon said easement a water well which the Parties, their heirs and assigns hereto desire to share. The parties agree to pay \$150.00 a year assessment for the maintenance of the above described water well on each vacant lot, except for the Developers.

Now, therefore, in consideration of the premises and other good and valuable consideration the parties hereto agree as follows.

1. The waterwell located on the easement hereinabove referred to well be used for the purpose of furnishing water to the tracts of land owned by Parties of the First Part, their heirs and assigns.

2. The costs of operating said Well, including the costs of all maintenance will be shared equally between Parties of the First Part, their heirs and assigns. An amount of Twenty and No/100 --- Dollars (\$20.00) a month will be deposited in an account at a locally insured Bank, for the payment of monthly electric and the balance to be used for maintenance and repair. The amount may be changed by 2/3 rds vote of the present lot owners.

3. In the event any Party shall cease to use said Well, said Parties obligations under this Agreement shall cease upon thirty (30) days notice in writing to the other Parties.

4. This Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns and shall be considered as a covenant running with the land hereinabove described and with the adjoining tract now owned by parties of the first Part.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.