

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR****OAK HILL ESTATES**

The Real Property which is subject to this Declaration is located in Warren County, Missouri, and is particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

AND WHEREAS, it is the wish and desire of the undersigned owners of said property, for the purpose of benefiting 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, Restrictions, Covenants and Dedications, to-wit:

1. All streets of OAK HILL ESTATES shall be private streets subject to the other provisions of these conditions, restrictions and covenants. The streets shall be owned by the owners adjoining said streets described in OAK HILL ESTATES. Each adjoining lot owner 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 inure to the heirs, successors and assigns of said owners of said streets. The owners of said streets shall be responsible for and shall each pay equal amounts for necessary street maintenance and repairs. The Trustees of OAK HILL 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 said streets. Commencing as of January 2, 1999, and on the anniversary date of each year thereafter, the owners of said streets shall each pay a \$150.00 annual assessment for street maintenance and repairs as the Trustees from time to time deem necessary. The aforesaid obligation 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 Plat of said Subdivision are hereby established.

3. All the streets and roadways together with their roundings at intersections, and all easements shown on the above Plat of OAK HILL 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 not to exceed two stories and not to exceed 30 feet in height and such other outbuildings customarily used as a private garage and storage space. EXCEPT that stables for private non commercial use may be erected with approval of the Trustees.

5. No dwelling, fences, 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.

a) A culvert pipe shall be installed in driveway prior to start of construction, if applicable. If any street is damaged by contractors, owner shall be responsible for any repairs as determined by the Trustees of said subdivision.

6. DWELLING SIZE. a) One story dwellings. The ground floor area of the main structure of a one-story dwelling, exclusive of open porches breezeways and garages shall have not less than eighteen hundred (1,800) 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 breezeways and garages shall have not less than twelve hundred (1,200) square feet. The roof line may be continuous or staggered.

c) In the case of split level house, or a split foyer house, there shall be a minimum of two thousand (2,000) square feet of living space above grade.

d) All Dwellings shall have an attached garage for at least two automobiles, but not more than three.

e) No mobile, modular or manufactured or earth sheltered homes may be constructed on any lot.

7. All buildings erected shall be constructed of either wood, vinyl, steel, brick or real stone or any combination thereof. No roll tarpaper or shingles shall be used on any exterior wall. Any dwelling begun upon the lot shall be completed within twelve (12) 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. No building shall be located any closer than fifty (50) feet to any property line nor within one hundred (100) feet to any public or private road or roadway unless approved by the Trustees of said Subdivision.

9. No Lot shall be subdivided or reduced in size resulting in a lot smaller than Five (5) acres. No lot shall be subdivided or reduced in size until the entire development has been sold by the Original Developer, or express written permission for the subject subdivision or lot reduction is granted by the Trustees of said Subdivision.

10. No building or Lot shall be used for any purpose prohibited by law or ordinance.

11. No Mobile home shall be stored or parked upon any lot. There shall be no vehicle parked without being garaged upon any lot unless it is licensed to be driven and is used on public roads a minimum of once every thirty days. No freight or similar type trailers may be parked and/or used for storage within said development.

12. Any sewage system leaching field must be at least 40 lineal feet from the adjoining property line. No outside toilet or latrine shall be constructed or allowed on any lot. ALL EFFLUENT FROM ANY SEWAGE SYSTEM MUST BE CONTAINED WITHIN THE OWNERS PROPERTY.

13. 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. The storage or parking of any derelict vehicles of any kind or of any parts thereof shall be strictly prohibited.

14. 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.

15. 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.

16. All property owners shall protect the adjoining property from silt run off during construction by installing a stop made of straw bales or another reliable detention system.

17. No swine, cattle, sheep, goats, chickens, guinea or other fowl shall 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. No kennels for raising or boarding of dogs for commercial sale or use shall be permitted. Any lot owner may keep horses on its lot not to exceed one horse per two(2) acres of pasture land on such lot, provided however, that no lot owner shall cause or allow the creation of a nuisance to other lot owners by keeping of any animal or animals.

18. The owner or owners of each lot shall keep all weeds and grass upon any lot owned, cut so that such weeds and grass do not exceed one and one-half (1 1/2) feet in height, without the express written consent of the Trustees.

19. 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 sale period. One sign not exceeding eight feet by sixteen feet in size may be displayed to advertise lots for sale until all lots are sold.

20. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lots. No derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. The original Trustees of OAK HILL ESTATES shall be comprised of the Owners of S-A Development Company, a Missouri Limited Liability Company. A majority of the Trustees may designate additional Trustees or may designate Trustees to succeed Trustees. Said original Trustees hereby established, and additional and successive Trustees shall act with fairness and with responsible discretion to enforce these herein described Covenants, Conditions and Restrictions in order to maintain OAK HILL ESTATES as a desirable harmonious, and compatible, first-class residential community.

Except for the original Trustees named above, each and every additional and successive Trustee shall be the owner of a lot in OAK HILL ESTATES.

The Trustees shall be comprised of no fewer than two members, nor more than five members.

In the event of death or resignation of any Trustee, the remaining Trustees shall have full authority to designate a successor. Neither the Trustees nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Trustees or to withdraw from the Trustees or restore to the Trustees any of their powers and duties.

The Trustees approval or disapproval as required in these covenants shall be in writing. In the event the Trustees, or their designated representatives, fail to approve or disapprove proposed plans and specifications for a dwelling within 30 days after plans and specifications have been submitted to them, their approval shall not be required and the related covenants shall be deemed to have been fully complied with.

These covenants are to run with the land and shall be binding on all lot owners and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These covenants may be changed, in whole or part, at any time, if an instrument signed by a majority of the then owners of the lots agreeing to any such change, has been recorded.

22. In the event of any continued violation by any lot owner of any of the conditions, restriction or covenants herein contained after five (5) days written notice from the Trustees or from any three other lot owners, which notice shall be deemed delivered if duly posted in the mail, postage prepaid and addressed to the last known address of such lot owner, the said Trustees or other three lot owners may institute suit at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction to restrain violation and/or to recover damages. Any lot owner and all persons acting under him or in his behalf, who so violates or attempts to violate any covenant, condition or restriction, shall be responsible for all expenses incurred in the enforcement of these covenants, conditions and restrictions, including, but not limited to, court costs and attorneys fees. In addition, the Trustees, prior to filing suit, shall have the power to correct any such violation and make any necessary repairs and alterations and do such work as is reasonably deemed necessary to correct such violation. The Trustees may thereafter institute proceedings against any or all persons holding any beneficial interest in such lot to collect the cost of such repairs and alterations from the owner of such lot.

23. Invalidity of any one of these restriction by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, the parties hereto have hereunto set their hands this 11 day of August, 1998.

Terry A. Ohlms Member  
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STATE OF MISSOURI  
COUNTY OF WAREN

On this 11 day of August, 1998, before me personally appeared Terry A. Ohlms

to me to be persons described in and who executed the foregoing instrument, and acknowledged that they 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 the County and State aforesaid the day and year first above written.

Marge A. Pugh  
Notary Public

