

# E-MAIL

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**Date:** 02/21/2017

**From:**

**To:**

**CC:**

**Subject:**

"OAK GROVE"

The undersigned, OAK GROVE, UNLIMITED, INC., owner of a tract of land located in the County of Warren, and State of Missouri, and more particularly described as follows, to-wit:

The following Lots in Section 33, Township 47, North, Range 2 West and Section 4, Township 46 North, Range 2 West, as same are laid out and designated on the Plat thereof recorded in Plat Book #  
Page                    In the Office of the Recorder of Deeds, Warren County, Missouri,  
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46.

have caused the same to be designated as a Subdivision, which Subdivision shall be hereafter known as "OAK GROVE", a Subdivision in the County of Warren, Missouri. All lots of land in this Subdivision shall be subject to the following protective covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1996, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, parcels of land in said Subdivision, it is agreed to change said covenants in whole or in part.

If the owners of lots in this Subdivision or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for OAK GROVE, UNLIMITED, INC. or its assigns or any other person or persons owning any real property in said development or Subdivision or any person damaged thereby or the hereinafter Trustees or their successors in office in behalf of and for the benefit of either themselves and the other owners of said lots for any or either of them, to prosecute any proceeding in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent them from so doing to recover damages or other dues for such

violation. A cancellation of any one of these covenants by judgment or other order of a court shall in no wise effect any of the other provisions which shall remain in full force and effect.

1. No commercial or business enterprise of any kind or character shall be established, operated, maintained or permitted on any lot. All lots shall be used and occupied exclusively for residential dwelling purposes for Mobile Homes.

2. No pigs, or swine, livestock, or poultry shall be raised, maintained, or kept on any lot or part thereof; and no pets shall be kept, raised or maintained on any lot or part thereof (in excess of the number that is ordinary and customary for one family to maintain, for its own use) but nothing herein contained shall be construed as permitting or authorizing the maintenance of a kennel or poultry or livestock breeding business, the same being expressly prohibited. Any pets must be kept in a fenced area or on leashes.

3. No tent, shack, barn, or other out buildings shall be erected in the subdivision.

4. Only commercially built and manufactured Mobile Homes shall be used as a place of residence or dwelling on any lots, in this subdivision, and there shall be only one Mobile Home on each lot, and each Mobile Home must have complete facilities which must include lavatory, bath tub or shower, and kitchen sink, all of which must be connected to the sanitary sewerage system outlet for disposal of sewage and waste for this subdivision; no outside privy or any outbuilding shall be erected or permitted on any lot in said subdivision, except one small metal storage shed which shall not exceed 200 square feet in floor space and same shall be of substantial construction and presentable appearance. There may be placed on each lot, one carport or garage. All construction must be approved by the Board of Trustees. Each Mobile Home must be skirted in a manner to be designated by the Trustees and shall be placed on the lot as directed by them.

5. No lot shall be further subdivided and only one Mobile Home shall be placed on any lot.

6. 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, filthy, offensive and unsightly material. The owners of lots in said Subdivision shall at all times keep the grass and weeds on their respective lots cut; and all garbage and trash and rubbish shall be removed from each lot not less than twice weekly. No unlicensed or disabled automobiles shall be kept or stored on any lot in this Subdivision.

7. All fences constructed on any lot in this Subdivision shall be substantially built and constructed with chain link fence material, unless written permission for the erection of another type of fence shall be specifically given by the Trustees; no fence shall be constructed with chicken wire or hog wire fencing.

8. There is hereby granted to the public utility companies and reserved to OAK GROVE, UNLIMITED, INC. the right without any further permission of individual lot owners, to lay sewer pipes, water pipes, gas pipes or to construct telephone or electric lines, cables, wires and appurtenances thereto, through across, over or under said lots, roads, lanes, drives and highways and shall at all times have the right of ingress and egress for the purpose of construction, repair or maintenance of same provided however that the premises shall be left in as good condition as prevailed before such installation, repair or maintenance.

9. The streets and drives designated on the Plat of this Subdivision are laid out and designated on the Plat of "OAK GROVE", and are hereby dedicated for the common use of all owners of lots in said Subdivision as roadways or streets, and the subsurface area thereof for water and sewer lines.

10. For the purpose of enforcing these Restrictions, and of formulating rules and regulations to be kept and observed, by the owners of all lots in this Subdivision and for the purpose of maintaining the roads and drives and for the purposes of keeping and maintaining a recreational area for the use of the owners of lots in this Subdivision, there is hereby created a Board of Trustees, comprised of three

members, which said Board of Trustees, is invested with authority, and power to enforce the above covenants and restrictions and to formulate subject to approval by the majority of the owners of lots present at any annual or special meeting, such other rules and regulations as may be consistent with the administration of the affairs of the subdivision. The Officers of said Board of Trustees shall consist of the President, Vice-President, and Secretary-Treasurer. The first Board of Directors shall be appointed by OAK GROVE UNLIMITED, INC. on or before the first Sunday in October, 1970; and one of said Trustees shall be appointed for one year, one for two years, and one for three years, thereafter annually on the first Sunday in October, at the hour of 2:00 o'clock P.M. except as hereinafter provided, an election shall be held in said Subdivision to elect successor Trustees for three years terms. In the event of a vacancy on said Board of Trustees the remaining members of the Board shall select a new Trustee to serve until the next annual election, when a successor Trustee shall be elected for the unexpired term, if any. The members of said Board of Trustees must at all times be owners of a lot or lots in said "OAK GROVE" or Addition thereto, except that until 75% of the lots in said subdivision are sold OAK GROVE UNLIMITED, INC. by and through its Board of Directors shall have the right to appoint any member or members thereof as Trustees. Said Trustees shall perfect their own organization as to time and place of said meetings. One of the specific powers hereby conferred upon said Board of Trustees will be to levy an assessment not in excess of \$5.00 per year, per lot against each lot payable on January 1st of each year for the purpose of securing funds for the maintaining of the streets, roadways, easements, drainage structures, fire protection and recreational areas.

If \$5.00 per year, per lot, shall not be sufficient, a majority of the owners of lots in attendance at any annual meeting or special meeting may increase the annual assessment to not more than a total of \$10.00 for the next two years or may transact business for the subdivision at each such annual or special meeting, each lot shall be entitled to one vote and the owner of lots either in person or represented in

writing may cast the vote for any lot either as a whole or fractional vote, depending upon the interest owned or represented by the person so casting the vote; however, one spouse may represent the other at such meeting and authority to do so in writing shall not be necessary. The Board of Trustees may make reasonable rules pertaining to the holding and calling of annual and special meetings. Any corporation owning any lot in this subdivision shall be entitled to vote by and through its duly authorized officers, agents or servants at any such meeting and such corporation shall have one vote for each lot owned by it. The power to levy an assessment of any type may not be exercised by said Board for a period of 3 years from the first Monday in October, 1970. In the event the roads in said subdivision are accepted by the County Court of Warren County, Missouri as public roads and maintained by the County the jurisdiction of the Trustees under said roads shall terminate and their power to levy assessments for any purpose shall cease.

11. No assessment, however, shall be levied against the said OAK GROVE UNLIMITED, INC. for any lots in said subdivision which it may own so long as no Mobile Home shall be placed by it thereon, for use and occupancy as living quarters.

12. In the event that the owner or owners of any lot or lots in this subdivision shall fail or refuse to pay any sum to be paid under this covenant of restriction or any lawful assessment levied as hereinbefore provided for, within sixty (60) days after the same shall become due and payable, then the Board of Trustees may at any time within one year thereafter obtain and have a lien and against all real property in this subdivision owned by such person or persons so failing to pay such sums or assessment, for the amount of such sum or assessment or assessments then unpaid and due, provided the said Board of Trustees shall record in the Office of the Recorder of Deeds for the County of Warren, State of Missouri, a lien notice, and thereafter such owner or owners who shall fail to pay such sum or assessment and also their heirs and assigns, shall be barred from the use of the roads in such

subdivision and the use of any recreational area, and such owner or owners and their heirs and assigns shall have no lawful right upon said roads or drives or such recreational area until such sums or assessment due from such owner or owners shall have been paid in full, as further remedy, the Board of Trustees in its own name shall have the right and power to reduce to judgment in any Court such sums or assessment as may be due and unpaid and to enjoin the owner or owners of such lots from using the roads and recreational areas in said Subdivision.

13. In the event of any continued violation of any of the provisions contained herein five (5) days written notice by the Trustees to any one of the owners of any lot, which notice shall be deemed delivered if duly posted in the mail addressed to the last known address of such owner as shown by the records of the Trustees, the Trustees may either institute suit to collect the amount reasonably anticipated as necessary to correct any such violation, or the trustee or their agents may make such repairs and alterations or do such work as is reasonably deemed necessary and then institute legal proceedings against any or all persons owning any beneficial interest in such lot to collect the costs of such repairs and alterations from the owner or owners of such lot.

14. OAK GROVE UNLIMITED, INC. reserves the right to increase the size of this subdivision by designating in writing recorded in the Office of the Recorder of Deeds, of Warren County, Missouri, additional adjacent and contiguous land areas to which these Restrictions, Conditions, and Covenants shall apply, and the Owner of lots in such additional adjacent and contiguous area or areas shall be entitled to the same rights and privileges and subject to the same duties and obligations as owners of lots in this original area of the Subdivision.

IN WITNESS WHEREOF, the said OAK GROVE UNLIMITED, INC. has hereunto caused these presents to be executed by its officers, this 18th day of November, 1970.

OAK GROVE UNLIMITED, INC.

Melvin L. Ruff  
President

ATTEST

Clarence L. Bumb  
Secretary

STATE OF MISSOURI )  
                          ) SS.  
COUNTY OF WARREN )

On this 10<sup>th</sup> day of November 1970, before me  
appeared Clarence L. Bumb

to me personally known, who, being by me duly sworn, did say that he is the  
Secretary of OAK GROVE UNLIMITED, INC., a Missouri  
Corporation of the State of Missouri, and that the seal affixed to foregoing instrument  
is the corporate seal of said Corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of Directors and said  
Clarence L. Bumb acknowledged said instrument to be the free act  
and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
official seal at my office in Warrenton, Mo the day and year first  
above written.

Helene Rapp  
Notary Public

My Commission Expires: Sept. 21, 1973

DEPARTMENT OF REVENUE  
RECEIVED  
STATE OF MISSOURI  
WARREN COUNTY OFFICE



STATE OF MISSOURI  
County of Warren

01665

5.00

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 10 day of April, 1970 at 2 o'clock 40 minutes P.M., duly filed in this office for record; and the same is truly recorded in the records in this office in book \_\_\_\_\_ on page \_\_\_\_\_.

In witness my hand and official seal this 10 day of April, 1970.  
Richard C. Polina Deputy Recorder  
Richard C. Polina Ex-Officio Recorder