

DECLARATION OF RESTRICTIONS, RESERVATIONS, LIMITATIONS,  
CONDITIONS, EASEMENTS, AND COVENANTS OF  
"PENDLETON HILLS, PLAT 1"

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WHEREAS, Ronald E. Kaminski and Jen E. Kaminski, his wife, herein-  
after 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:

All that part of the North half of the Northwest  
quarter of Section 27 that lies West of the west  
right-of-way line of State Highway "EE"; the East  
half of the Northeast quarter and the Northeast  
quarter of the Southeast quarter of Section 28;  
all in Township 47 North, Range 3 West.

WHEREAS, the OWNERS have caused a portion of their above referred  
to tract of land to be laid out as a subdivision and a plat thereof to  
be made and filed with the Recorder of Deeds, Warren County, Missouri,  
and designated as "PENDLETON HILLS, PLAT 1", and intend to have additions  
thereto from part of the remaining portion of their said land to be  
laid out and additional plats made thereof, all under the name of  
"Pendleton Hills", and hereinafter called "Subdivision", and

WHEREAS, it is deemed in the best interest of all persons who may  
become and are owners of any lots of this Subdivision and any additions  
thereto as provided in Paragraph 16 hereof, to have certain restrictions,  
reservations, limitations, conditions, easements and covenants created,  
imposed and placed of record relating to this property.

NOW THEREFORE, the OWNERS as makers of this covenant, for the pur-  
pose of protecting property values and providing for quiet and peaceful  
enjoyment of properties do hereby subject all lots now platted and to  
be platted in said Subdivision to the following covenants, conditions,  
reservations 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 lots in said subdivision shall be held, sold  
and conveyed subject to the following covenants, conditions, reservations,  
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 each of said lots, and said lots and each of them 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 lot or parcel of ground in said Subdivision by injunction or other proceeding whether in law or equity.

1. The "40' wide road and utility esm't" designated on the plat of this Subdivision, or said additions thereto, is to remain for the private roadway and utility use of the owners of the lots in this Subdivision; provided, however, that the OWNERS may, in their discretion, publicly dedicate said roadway and may grant all utility easement rights therein or to any portion or portions thereof.

2. Any lot in said Subdivision may be divided into parcels, but only if all tracts contain at least four (4) acres as a result of such dividing.

3. No fences or pens shall be erected or maintained on any lot which exceed six (6) feet in height.

4. No lot shall be used except for residential purposes. No building, except a carport or garage, shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling; provided, however, two (2) utility and storage structures may be erected.

5. No building, structure, or thing shall be located on any lot closer than seventy-five (75) feet to the road line or closer than thirty (30) feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, structure, or thing.

6. The "40' wide road and utility esm't" as shown on the plat of this Subdivision, or said additions thereto, is hereby created and established for the installation and maintenance of all utilities and drainage facilities.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

8. No structure of a temporary character, trailer which is susceptible of being moved on wheels or readily adaptable to such moving, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently; provided, however, a double wide trailer with wood siding on a permanent foundation is permissible.

9. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than two (2) foot square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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 on any lot in this Subdivision.

11. There is hereby levied and assessed against each lot, or subdivided part thereof, in this Subdivision, a road maintenance assessment of \$40.00 per lot, or subdivided part thereof if said lot has been divided. Said assessment shall be due on September 1 of each year commencing September 1, 1979. In the event that the owner or owners of any lot, or subdivided part thereof, in this Subdivision, shall fail or refuse to pay said sum under this Paragraph within thirty (30) days after the same shall become due and payable, the same shall constitute

a lien upon said lot, or subdivided part thereof if said lot has been divided, and said lien shall continue in full force and effect until said amount is fully paid.

The owners of at least 65% of the acres in said Subdivision shall have the right to name and appoint a representative in writing to whom the maintenance assessment will be paid and in whom is vested the authority and right to decide how said road shall be maintained and assessment spent. Said representative may execute and acknowledge an instrument reciting the delinquency of said assessment with respect to any one or more lots, or subdivided part thereof if said lot has been divided, and cause the same to be recorded in the Recorder's Office in the County of Warren, State of Missouri, and said representative shall, upon payment, cancel or release any one or more lots, or subdivided part thereof if said lot has been divided, from the liability for assessment, as shown by recorded instrument, by executing, acknowledging and recording, at the expense of the owner of the property affected, a release of such assessment with respect to any lot or lots, or subdivided part thereof if said lot has been divided, affected.

All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessments. Said representative may employ an attorney to assist in such collection and to institute and prosecute suits for such collection and the delinquent owner(s) shall be liable for all attorney's fees, court costs, and other expenses for such collection proceedings and for ten per cent (10%) compound interest per annum on the delinquent assessment.

After said representative files said instrument reciting the delinquent assessment, such delinquent owner or owners shall have no lawful right upon the road in said Subdivision until such assessment.

due from such owner or owners shall have been paid in full and said representative shall have the right and power to enjoin the owner or owners of such lots from using the road in said Subdivision.

Said representative shall have all the authority, rights, and powers herein granted from and after said appointment until a new representative shall have been appointed in like manner.

12. The owner of any lot shall cut all weeds and unsightly brush not including berry bushes or other beneficial bushes on their lot.

13. No poultry or swine of any kind shall be raised, bred or kept on any lot. No animal shall be kept, bred or maintained for any commercial purpose. No animal shall be permitted by the lot owner to be off the lot of the owner unless on a leash, controlled by some person physically able to prevent such animal from escaping.

14. An individual sewerage treatment system shall be required for each dwelling. No system, part thereof, or any discharge therefrom shall be closer than forty (40) feet to any lot line.

15. All utility wires shall be underground.

16. The OWNERS or their heirs or assigns may, from time to time, add such other property to this subdivision and subject said property to this Declaration of Covenants, Conditions, and Restrictions as is now or hereafter owned or approved for additions, provided that the property so added to this Subdivision and subjected to this Declaration be situated adjacent to the Subdivision as shown on the above-mentioned plat or property formerly added to said Subdivision as provided herein; and said property added shall at the time of the addition be bound by this Declaration of Covenants, Conditions, and Restrictions and any future modification thereof.

17. These restrictions may be changed, modified or amended at any time in the future by written covenant signed and executed by owners

of 75% of the lots in said Subdivision, and said additions thereto. 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 shall not require the signature of any holder of a mortgage, deed of trust or other lien against the respective lots or the improvements thereon.

18. A cancellation of any of these covenants by judgments or other order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Ronald E. Kaminski and Jen E. Kaminski, his wife, hereunto set their hands this 3d day of August 1978.

Ronald E. Kaminski  
Ronald E. Kaminski

Jen E. Kaminski  
Jen E. Kaminski

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF WARREN )

On this 3d day of August 1978, before me personally appeared Ronald E. Kaminski and Jen E. Kaminski, his wife, to be 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 in the County and State aforesaid, the day and year first above written.

My Commission Expires May 25, 1980



Aloise Marschel  
ALOUISE MARSCHEL - NOTARY PUBLIC

ALOUISE MARSCHEL  
NOTARY PUBLIC STATE OF MISSOURI  
WARREN COUNTY  
MY COMMISSION EXPIRES MAY 25, 1980

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 3rd day of Aug 19 78 at 4 o'clock 25 minutes P. M., duly filed in my office for record; and the same is truly recorded in the records in this office in Book \_\_\_\_\_ on page \_\_\_\_\_

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
W. M. Trick Mildred P. ...  
DEPUTY RECORDER EX-OFFICIO RECORDER

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(1500)