

# E-MAIL

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**Date:** 03/02/2018

**From:**

**To:**

**CC:**

**Subject:**

RESTRICTIONS OF  
OAK HILLS  
WARREN COUNTY, MISSOURI

I.

KNOW ALL MEN BY THESE PRESENTS: That Harold M. Bakameyer and Phyllis I. Bakameyer, his wife, hereby certify: that they are the owners of the following described tract of land located in Warren County, State of Missouri, to wit:

A tract of land being part of the Northeast Quarter of the Northeast Quarter and part of the South Half of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter; all in Section 16; And part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 46 North, Range 2 West, Warren County, Missouri, and being described as follows: Beginning at an Old Stone at the Southeast Corner of the Northeast Quarter of Section 16; thence along the East line of Section 16, South 03° 36' West 580.92 feet to an iron rod; thence leaving the said East line, North 54° 19' 30" West 370.37 feet to an iron rod; thence North 59° 50' West 399.14 feet to an iron rod; thence North 68° 40' West 510.30 feet to an iron rod; thence North 89° 47' West 268.60 feet to an iron rod; thence North 52° 10' West 337.74 feet to an iron rod; thence North 79° 57' West 218.39 feet to an iron rod; thence North 53° 33' West 321.86 feet to an iron rod; thence North 54° 20' West 178.40 feet to an iron rod; thence North 41° 05' West 478.34 feet to an iron rod; thence North 02° 59' West 155.45 feet to an iron rod; thence North 18° 36' West 175.19 feet to a concrete marker at the Northwest Corner of the South Half of the Northeast Quarter; thence along the North line of the South Half of the Northeast Quarter, North 88° 48' East 1340.46 feet to an old stone; thence South 01° 55' East 25.00 feet; thence North 88° 05' East 1154.89 feet; thence North 01° 55' West 25.00 feet to an iron rod on the North line of the South Half of the Northeast Quarter; thence North 01° 55' West 60.00 feet; thence North 88° 05' East 191.15 feet to a point on the East line of Section 16; thence South 89° 43' East 240.70 feet to a point in the centerline of the County Road; thence along the said centerline, South 19° 31' East 63.77 feet; thence leaving the said centerline, North 89° 43' 15" West 261.15 feet to an old iron rod at the Northeast Corner of the South Half of the Northeast Quarter; thence along the East line of Section 16, South 0° 15' 40" East 1319.01 feet to the place of beginning and containing 72.09 acres, more or less.

WHEREAS, it is the purpose and intention of this Instrument to preserve said parcel of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plat and scheme of restrictions and to apply that plan and restrictions not only to all of said parcel and every tract therein contained, but also in favor of or against said parcel as against or in favor of all other parcels as may be hereafter made expressly subject to restrictions (whether by legend on a record plat or by separate record instrument) and mutually to benefit, guard and restrict present or future title holders of any or all of said parcels and to foster the health, welfare, safety and morals of all who own or reside in said areas.

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein, any and all of which are hereafter termed "Restrictions" are jointly or severally for the benefit of all persons who may purchase, hold or own from time to time any of the several tracts covered by this instrument.

The term lot as used herein means a tract of land which has been expressly subjected to these restrictions; the term lot or lots is sometimes used herein interchangeably with the term tract or tracts respectively and have the same meaning.

Nothing contained in this instrument shall restrict, limit, inhibit or prevent owners of OAK HILLS or those claiming by, through or under it, from developing the Subdivision and building structures and improvements in accordance with the plans and designs of this instrument or those claiming by, through or under it, and selling the same.

Roads, lanes, and drives as described as follows:

A tract of land being part of the Northeast Quarter of the Northeast Quarter of Section 16, and part of the Northwest Quarter of the Northwest Quarter of Section 15; All in Township 46 North, Range 2 West, Warren County, Missouri, and being described as follows: Beginning at an Old Iron Rod at the Southeast Corner of the Northeast Quarter of the Northeast Quarter; thence along the South line of the Northeast Quarter of the Northeast Quarter South 88° 05' West 190.00 feet to an iron rod; thence leaving the said South line, North 01° 55' West 60.00 feet; thence North 88° 05' East 191.15 feet to a point; thence South 89° 43' East 240.70 feet to a point in the centerline of a County Road; thence along the said centerline, South 19° 31' East 63.77 feet; thence North 89° 43' 15" West 261.15 feet to the place of beginning and containing 0.61 acres, more or less.

ALSO, a strip of land 40 feet wide for a Road and Utility Easement being part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 46 North, Range 2 West, Warren County, Missouri, and being described as follows: Commencing at an Old Iron Rod at the Northeast Corner of the Southeast Quarter of the Northeast Quarter; thence along the North line of the Southeast Quarter of the Northeast Quarter, South 88° 05' West 170.00 feet to the place of beginning of the centerline of the said 40 foot wide strip of land; thence along the said centerline, South 01° 55' East 45.00 feet; thence South 82° 07' West 79.34 feet; thence South 55° 25' West 220.31 feet; thence South 29° 09' West 188.27 feet; thence South 29° 09' West 70.00 feet; thence North 66° 18' West 72.42 feet; thence North 82° 14' West 62.69 feet; thence South 82° 28' West 117.78 feet; thence North 83° 04' West 144.61 feet; thence South 87° 30' West 102.13 feet; thence North 74° 36' West 184.74 feet; thence North 51° 52' West 62.39 feet to the end of the centerline of the said 40 foot wide Road and Utility Easement.

ALSO, a strip of land 30 feet wide for a Road and Utility Easement being part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 46 North, Range 2 West, Warren County, Missouri, and being described as follows: Commencing at an Old Stone at the Southeast Corner of the Northeast Quarter of Section 16; thence along the East line of Section 16, North 0° 16' West 837.86 feet to an iron rod; thence leaving the said East line, South 85° 06' West 276.45 feet to an iron rod; thence North 74° 05' West 154.41 feet to an iron rod; thence South 78° 35' West 55.32 feet to the place of beginning of the centerline of the said 20 foot wide strip of land; thence along the said centerline, North 19° 51' West 130.09 feet to a point in the centerline of a 40 foot wide Road and Utility Easement, and the end of the centerline of the said 30 foot wide strip of land.

are hereby dedicated to owners' use forever. Easements for the installation and maintenance of utilities are hereby dedicated to the respective utility companies. All lots in this Subdivision shall be subject to the following protective covenants. All covenants herein are to run with the land and shall be binding upon the owner of said lots and all persons claiming under him for a period of three (3) years from the date of the recording to this instrument, after which time said covenants shall be automatically extended for successive periods of three (3) years unless an instrument signed by the majority of the lot owners of said lots has been recorded, which instrument by its terms changes said covenants in whole or in part.

## II. COVENANTS AND RESTRICTIONS

1. No tract shall be used except for such purposes as shall be permitted by the applicable zoning ordinances of Warren County, Missouri.
2. Not lot shall be used except for residential purposes and no lot shall be resubdivided to contain less than Three (3) acres, except for community wells which can be 40 feet square maximum. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and out buildings as described within three (3) acres.
3. Ground floor area of the residence, exclusive of one-story porches or

attached garages, shall be not less than 900 square feet for a one-story dwelling, log, modular, earth home, subterranean or A frame. Double wide mobile homes must be underpinned or on a concrete foundation

4. No mobile home less than 24 feet wide allowed, except that any such structure customarily used by a builder may be erected or maintained by a builder or owner building during the construction period only. No basement, barn, garage, trailer, tent or shack erected or maintained upon any lot shall be used, temporarily or permanently, as a place of residence.
5. All outside exterior walls of any structure shall be completed and finished within one hundred eighty (180) days after the footing and foundation of any structure has been completed. Inclement weather to be considered by Trustees.
6. There shall be a thirty foot set back from any easement road and any property line for all buildings.  
  
For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.
7. Other than normal maintenance, repair work on vehicles must be done in a garage or other enclosed building. No unlicensed or junk vehicles allowed, with the exception of auto being restored. It must be stored out of sight and kept neat.
8. No noxious or offensive activity may be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance and nuisance to the neighborhood.
9. 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 and shall not be exposed to view except for a reasonable time before and after the times established for collection. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. No swine allowed. No animals may be kept for breeding purposes or commercial use. Other animals may be kept in small numbers for family use as long as they are not a nuisance and/or do not create any noxious activity or odor. All animals must be restrained on the owner's property.
11. Sewage systems must meet the Department of Natural Resources requirements.
12. Mini-bikes, motorcycles, go-carts, 3 wheelers, 4 wheelers and dunebuggies are prohibited on any road unless licensed vehicle is going in or out of property for transportation.
13. The structures and grounds on each lot shall be maintained in a neat and attractive manner. The Trustee shall have the right, upon twenty days notice to the owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the owner, at the expense of the owner, to remove trash or rubbish and to cut grass, weeds and vegetation and to trim or prune, any hedge or other planting that by reason of its location or the height of which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Trustee shall have the right, upon like notice and conditions, to care for vacant or unimproved property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable to keep such property in neat and good order, at the cost and expense of the owner. Such costs and expenses incurred shall be paid to the Trustee upon demand and if not paid within ten days thereof, then they shall become a lien upon the property affected.

### III. TRUSTEE

1. The Trustee shall have the right and authority to maintain the roads, bridge, gates and shrubbery, levy and collect such assessments as may be necessary, but not to exceed \$50.00 a year per lot or per single family dwelling, to pay for these services without profit; and said levies, equal on each lot or single family dwelling, shall become liens on said

lots until paid, in a manner similar to state taxes.

2. The Trustee shall have the right to enforce the provisions of this instrument by proceedings at law or in equity, whether for injunction or for damages, and shall have the power to pay costs and expenses incurred thereby, and to levy and collect assessments against each lot to pay for such expenses.
3. The Trustee shall not be liable in any respect for the performance of, or omission to perform any act or duty as Trustee.
4. The Trustee shall have the right and authority to own, operate and maintain any improvements, system, or structure common to the subdivision to which title has been vested in the Trustee. Nothing herein, however, shall be deemed to give the Trustee power or authority to intervene in the ownership, operation or management of any system, structure, improvement or thing to which title is not vested in the Trustee, irrespective of whether or not the subject system, structure, improvement or thing is common to the subdivision.
5. The Trustee shall be the developer Harold Bakameyer or such other person as the maker of this covenant may at any time at will appoint in his place and stead, shall continue to have the aforementioned rights and authorities so long as the maker of this covenant shall deem necessary or desirable; but when the maker of this covenant shall have sold and conveyed ninety percent of the lots in said subdivision, an owner-resident in said subdivision shall be appointed by the lot owners for a three year term to replace said Trustee. Thereafter, every three years, an owner-resident of said subdivision shall be elected to be Trustee for a three year term to replace the Trustee whose term expires during the year of the election.
6. Voting shall be by acres, each full acre being entitled to one full vote. Each vote may be cast by the owner of the lot to which the vote is attributable or by a person having written authorization to vote in place of said owner, and such authorization has been signed by said owner. Where there is more than one owner of record of a single lot, each shall be entitled to cast that proportion of the full vote attributable to such lot as his individual ownership interest is to the full ownership of such lot. The person nominated as Trustee who receives the majority of the votes of those attending, will be elected as Trustee.

#### IV. AMENDMENTS

1. This Deed of Restrictions may be amended at any time by an affirmative vote of the owners of at least seventy-five (75) per cent of the acres comprising said subdivision in accordance with the following. Voting for a proposed amendment or amendments shall be at a meeting called for such purpose by the Trustee or by the owners of at least fifty-one (51) per cent of the acres in said subdivision. Such a meeting shall be called by the giving of notice in writing to all owners of record of all lots within said subdivision at least three days prior to the date thereof. Notice in writing shall set forth the date, time, place and purpose of the meeting. At such meeting, voting shall be by acres, each acre being entitled to one full vote. Each vote may be cast by the owner of the lot to which the vote is attributable or by a person having written authorization to vote in place of said owner and such authorization has been signed by said owner.

IN WITNESS WHEREOF, the undersigned hereby executes and makes this Deed of Restrictions on this 29th day of May, 1987.

*Harold M. Bakameyer* *Phyllis I. Bakameyer*  
 HAROLD M. BAKAMEYER PHYLLIS I. BAKAMEYER

STATE OF MISSOURI) ss.  
 COUNTY OF WARREN )

On this 29th day of May, 1987, before me personally appeared HAROLD M. BAKAMEYER AND PHYLLIS I. BAKAMEYER, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledge the same as their free act 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.

KAREN M. GENTRY  
 My term expires: NOTARY PUBLIC-STATE OF MISSOURI  
 WARREN COUNTY  
 MY COMMISSION EXPIRES MAR. 7, 1990

*Karen M. Gentry*  
 Notary public

We, the holders of the First Deed of Trust as recorded in Book 379 page 233, and dated May 6, 1987 and recorded May 12, 1987, hereby consent and agree to the roadway easements, conditions and restrictions as set forth above.

Earl M. Schwerdt  
EARL M. SCHWERDT

Queen V. Schwerdt  
QUEEN V. SCHWERDT

STATE OF MISSOURI)  
COUNTY OF WARREN ) ss. On this 29th day of May, 1987, before me personally appeared EARL M. SCHWERDT AND QUEEN V. SCHWERDT, to me known to be the persons described in and who executed the foregoing instrument, and acknowledge 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 term expires: KAREN M. GENTRY  
NOTARY PUBLIC - STATE OF MISSOURI  
WARREN COUNTY  
MY COMMISSION EXPIRES MAR. 7, 1990

Karen M. Gentry  
Notary public



RECORDED and INDEXED  
2090

STATE OF MISSOURI } ss. in Recorder's Office  
County of Warren

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 29th day of May 1987 at 4 o'clock 00 minutes P M., duly filed in this office for record and the same is truly recorded in the records in this office in book 381 on page 356. Witness my hand and official seal this 29th day of May 1987.

by Carole M. Frick  
DEPUTY RECORDER EX-OFFICIO RECORDER

1760  
pd.

**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 ½) 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  
Terry A. Ohlms

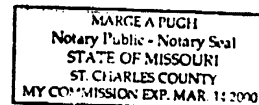
STATE OF MISSOURI  
COUNTY OF WARREN

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



LEGAL DESCRIPTION

(EXHIBIT A)

Abstract Number: 98W13197

Land situated in the of Warren, and State of MO, to-wit:

Parcel #1-A tract of land being the Southeast Quarter of the Southwest Quarter of Section 26, part of the Northeast Quarter of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section 35, Township 46 North, Range 2 West, Warren County, Missouri, and being described as follows: COMMENCING at a Missouri State Land Survey Monument at the Northwest Corner of Section 35; thence along the North line of Section 35, North 88 degrees 54' East 1321.07 feet to an old iron pipe at the place of beginning of the said tract of land; thence along the West line of Southeast Quarter of the Southwest Quarter of Section 26, North 04 degrees 55' East 1311.36 feet to an old iron rod; thence along the North line of the Southeast Quarter of the Southwest Quarter, North 88 degrees 48' East 1331.84 feet to an old iron rod; thence South 05 degrees 59' West 1339.29 feet to a 6 inch Oak; thence along the North line of Section 35, North 89 degrees 23' East 833.07 feet to an iron rod; thence along an old fence, South 17 degrees 37' West 52.56 feet to a 24 inch Oak; thence along an old fence on the North line of the County Road, North 89 degrees 51' East 329.04 feet to an iron rod; thence North 77 degrees 32' East 82.54 feet to an iron rod; thence South 10 degrees 19' East 199.45 feet to a 12" Triple Black Oak; thence continuing along an old fence South 09 degrees 15' West 310.69 feet to an old corner post; thence South 11 degrees 04' West 373.68 feet to an iron rod; thence South 08 degrees 57' West 294.49 feet to an iron rod; thence South 13 degrees 02' West 220.95 feet to a 10 inch White Oak; thence South 87 degrees 43' East 150.05 feet to an iron rod; thence leaving the said old fence and along the East line of the West Half of the Northeast Quarter of Section 35, South 04 degrees 44' West 1277.93 feet to an iron rod; thence along the South line of the West Half of the Northeast Quarter, North 87 degrees 46' West 631.78 feet to an iron rod; thence along the East line of Missouri State Highway "CC", North 14 degrees 14' West 235.04 feet; thence along curve to the right 113.63 feet, said curve having a central angle of 07 degrees 31' and a radius of 865.37 feet; thence North 46 degrees 00' West 61.20 feet; thence along a curve to the right, said curve having a chord of North 01 degrees 13' West 78.63 feet and a radius of 905.37 feet; thence North 01 degrees 16' East 117.00 feet; thence North 10 degrees 02' West 101.98 feet; thence North 01 degrees 16' East 244.20 feet; thence along a curve to the left 252.02 feet, said curve having a central angle of 41 degrees 18' and a radius of 349.62 feet; thence North 45 degrees 03' East 51.29 feet; thence North 44 degrees 57' West 60.00 feet; thence South 45 degrees 03' West 51.29 feet; thence along a curve to the left, said curve having a chord of North 69 degrees 11' West 231.23 feet and a radius of 349.62 feet; thence North 88 degrees 30' West 976.80 feet; thence along a curve to the right 452.24 feet, said curve having a central angle of 89 degrees 28' and a radius of 289.62 feet; thence North 00 degrees 58' East 725.00 feet; thence along a curve to the left 181.76 feet, said curve having a central angle of 29 degrees 47' and a radius of 349.62 feet to an iron rod; thence along the West line of the Northeast Quarter of the Northwest Quarter of Section 35, North 00 degrees 21' East 151.70 feet to the place of beginning.

Parcel #2-A tract of land being part of the Northwest Quarter of the Northeast Quarter of Section 35, Township 46 North, Range 2 West, Warren County, Missouri, and being described as follows: COMMENCING at an 6 inch Oak at the Northwest Corner of the Northwest Quarter of the Northeast Quarter; thence along

Continued on next page

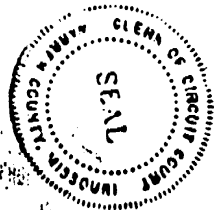
the North line of Section 35, North 89 degrees 23' East 833.00 feet to an iron rod in an old fence at the place of beginning of the said tract of land; thence North 89 degrees 23' East 479.61 feet; thence along the East line of the Northwest Quarter of the Northeast Quarter, South 04 degrees 44' West 17.93 feet; thence along an old fence on the North line of the County Road, South 77 degrees 32' West 86.41 feet to an iron rod; thence South 77 degrees 32' West 82.54 feet to an iron rod; thence South 89 degrees 51' West 329.04 feet to an 24 inch White Oak; thence along an old fence, North 17 degrees 37' East 52.56 feet to the place of beginning.

0893 PAGE 223

Parcel #3-A tract of land being part of the West Half of the Northeast Quarter of Section 35, Township 46 North, Range 2 West, Warren County, Missouri, and being described as follows: COMMENCING at a 6 inch Oak at the Northwest Corner of the West Half of the Northeast Quarter; thence along the North line of Section 35, North 89 degrees 23' East 1312.68 feet; thence along the East line of the West Half of the Northeast Quarter, South 04 degrees 44' West 17.93 feet to the place of beginning of the said tract of land; thence South 04 degrees 44' West 1405.18 feet to an iron rod; thence along an old fence, North 87 degrees 43' West 150.05 feet to a 10 inch White Oak; thence North 13 degrees 02' East 220.95 feet to an iron rod; thence North 08 degrees 57' East 294.49 feet to an iron rod; thence North 11 degrees 04' East 373.68 feet to an old corner post; thence North 09 degrees 15' East 31.69 feet to a 12 inch Triple Black Oak; thence North 10 degrees 19' West 199.45 feet to an iron rod; thence along an old fence on the North line of the County Road, North 77 degrees 32' East 86.41 feet to the place of beginning.

COMMONLY KNOWN AS: . HIGHWAY CC, MO

LOCATOR NUMBER:



RECORDED AND INDEXED

5376

STATE OF MISSOURI } as, in Recorder's Office  
County of Warren

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 12 day of 1918 at 10 o'clock 10 minutes P. M., duly filed in this office for record; and the same is truly recorded in the records in this office in book 212, on page 18.

Witness my hand and official seal this 12 day of 1918  
By *Carolyn M. Frick*  
DEPUTY RECORDER

CAROLYN M. FRICK  
EX-OFFICIO RECORDER

33-

DECLARATION OF ADDITIONAL COVENANTS, EASEMENTS, CONDITIONS  
AND RESTRICTIONS FOR

LOTS 13A and 13B of OAK HILL ESTATES

The Real Property which is subject to this Declaration is located in Warren County, Missouri, and is particularly described as Lots 13A and 13B Oak Hill Estates, Section 35, Township 46 North, Range 2 West Warren County, MO as recorded in Slide C Page 131 of the Warren County Records.

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 lots covered by this instrument, to impose the following additional Conditions, Easements, Restrictions, Covenants and Dedications thereon.

NOW THEREFORE, THE SAID owners do hereby impose against all of said property the following additional Conditions, Easements, Restrictions, Covenants and Dedications, to wit:

1. The road through Lots 13A and 13B and into Valley View shall be a private road subject to the other provisions of these conditions, restrictions and covenants. The road shall be owned by the owners adjoining said road described in Lot 13A and 13B Plat described above and in the Plat of VALLEY VIEW in Slide C Page 109 & 110 of the Warren County Records. Each adjoining lot owner shall own interest in the road and shall each have a non-exclusive easement over the road for ingress and egress. This road shall also be used by the owners of Valley View Lots 1, 2, 3 & 4 for ingress and egress. Said ownership of the road and rights and obligations regarding said road as herein provided shall inure to the heirs, successors and assigns of said owners of said road. The owners of VALLEY VIEW Lot Numbers 1, 2, 3, and 4 shall each be responsible for, and each pay, 20% of necessary road maintenance and repairs. The owners of Lots Numbers 13A and 13B of OAKHILL ESTATES shall each be responsible for, and each pay, 10% of necessary road maintenance and repairs. The Trustees of Valley View shall have full authority and power to determine what road maintenance and repairs are necessary and to contract for such maintenance and repairs on behalf of the owners of said road. Commencing as of January 2, 2003, and on the anniversary date of each year thereafter, the VALLEY VIEW Lot owners of said road shall each pay a \$150.00 annual assessment for road maintenance and repairs as the trustees from time to time deem necessary. Owners of OAKHILL ESTATES Lots Numbers 13A and 13B shall each pay \$75.00 annually for road maintenance and repairs. The aforesaid obligation to pay for road 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 road maintenance and repairs and not to substantial improvements in the road. If the road is damaged by contractors or material deliveries for an owner, then that owner shall be responsible for any repairs as determined by the Valley View Trustees.

2. The easements as shown and designated, and indicated on the Plat of said subdivision are hereby established.

3. The road easements shown on the Plat of Lots 13A & 13B OAK HILL ESTATES and on the Plat of VALLEY VIEW 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. The road easement Shown on the Plat of Lots 13A & 13B OAK HILL ESTATES as recorded in Slide C Page 131 of the Warren County Records is hereby revised to add additional road and utility easement on Lot 13B As described below;

Beginning at the northern most point of Lot 13 B; thence South 10 degrees 02 minutes East 25.00 feet along Missouri State Highway CC east right of way to the point of beginning; thence South 77 degrees 13 minutes East 78.50 feet along the existing road easement; thence South 20 degrees 17 minutes East 170.00 feet along the existing road easement; thence South 69 degrees 43 minutes West 40.00 feet; thence North 20 degrees 17 minutes West 160.00 feet; thence North 77 degrees 13 minutes West 39.50 feet; thence North 01 degrees 16 minutes East 18.25 feet along the east side of Missouri State Highway CC right of way; thence North 10 degrees 02 minutes West 16.98 feet to the point of beginning.

5. DWELLING SIZE: The minimum size of dwellings on Lots 13A & 13B is hereby increased as shown below.

a) One-story dwelling. 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 two thousand two hundred (2,200) square feet.


b) Two-story dwelling. The ground floor area of the main structure of a two-story dwelling exclusive of open porches, breezeways, and garages, shall have not less than fifteen hundred (1,500) square feet.

c) In the case of a two story house, a story and a half house, a split level house, or a split foyer house, there shall be a minimum of two thousand six hundred (2,600) square feet of enclosed living space.

6. Horses shall not be kept on Lots 13A & 13B.

7. Invalidity of any one of these restrictions by judgement 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 undersigned owner of Lot 13A & 13B OAK HILL ESTATES have executed these present this 27 day of November, 2001.



Paul F. Hutchins, Trustee owner of LOT 13A AND 13B OAK HILL ESTATES

STATE OF OHIO  
COUNTY OF FRANKLIN

On this 27<sup>th</sup> day of November, 2001, before me personally appeared PAUL F. HUTCHINS, who being by me duly sworn, and acknowledged that he executed the foregoing instrument, as his free act and deed.

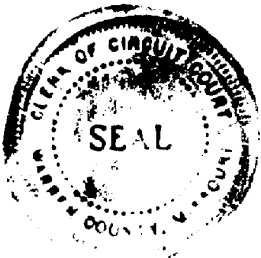
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

My Term Expires: 09-24-2006

By: Frankie D. Farnsworth  
Notary Public



FRANKIE D. FARNSWORTH  
Notary Public, State of Ohio  
My Commission Expires 09-24-06



RECORDED AND INDEXED

9031

STATE OF MISSOURI } as, In Recorder's Office  
County of Warren

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 27 day of November, 2001 at 2 o'clock 00 minutes P M, duly filed in this office for record, and the same is truly recorded in the records in this office in book 081 on page 635.  
Witness my hand and official seal this 27 day of November, 2001

By: Deborah L. Engeman  
DEPUTY RECORDER

JERRI JORDAN  
EX-OFFICIO RECORDER 26

RECORDED AND INDEXED

2052

STATE OF MISSOURI  
County of Warren  
I hereby certify that this instrument was  
FILED FOR RECORD  
on March 15, 2002  
at 8 o'clock 30 min A M. and is  
recorded in Book 1097 Page 363.

JERRI JORDAN  
Ex-Officio Recorder of Deeds  
By Deborah L. Engemann  
Deputy Recorder 49

BOOK **1097** PAGE **363**



**RECORDER OF DEEDS CERTIFICATE**  
**WARREN COUNTY, MISSOURI**  
**NON-STANDARD DOCUMENT**

This document has been recorded and you have been charged  
the \$25.00 non-standard fee pursuant to RSMo 59.310.3  
and this certificate has been added to your document  
in compliance with the laws of the State of Missouri.

Jerri Jordan  
Ex-Officio Recorder  
104 West Main  
Warrenton, Missouri 63383  
636-456-9800

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT--DO NOT REMOVE THIS PAGE

AMENDMENT TO  
DECLARATION OF ADDITIONAL COVENANTS, EASEMENTS, CONDITIONS  
AND RESTRICTIONS FOR  
LOTS 13A and 13B of OAK HILL ESTATES

The Real Property which is subject to this Declaration is located in Warren County, Missouri, and is particularly described as Lots 13A and 13B Oak Hill Estates, Section 35, Township 46 North, Range 2 West Warren County, MO as recorded in Slide C Page 131 of the Warren County Records.

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 lots covered by this instrument, to impose the following additional Conditions, Easements, Restrictions, Covenants and Dedications thereon.

NOW THEREFORE, THE SAID owners do hereby impose against all of said property the following changes and additions to the Conditions, Easements, Restrictions, Covenants and Dedications, as recorded in Book 1081 Page 635 of the Warren County Records, to wit:

1. The road easement Shown on the Plat of Lots 13A & 13B OAK HILL ESTATES as recorded in Slide C Page 131 of the Warren County Records is hereby revised to add additional road and utility easement on Lot 13A as described below;

Beginning at the northwest corner of Lot 13A ( the point of beginning ); thence South 77 degrees 13 minutes East 125.00 feet along the north boundary line of Lot 13 A; thence South 10 degrees 02 minutes East 32.88 feet; thence North 77 degrees 13 minutes West, 125.00 feet along the existing road easement; thence North 10 degrees 02 minutes West 32.88 feet, along the east side of Missouri State Highway CC right of way to the point of beginning.

2. The road and utility easements as shown on the Plat of Lots 13A & 13B OAK HILL ESTATES as recorded in Slide C Page 131 of the Warren County Records, along with any additions or changes thereto, may also be used by the owners of Lots 1,2,3 & 4, of Valley View subdivision as recorded in Slide C Pages 109 & 110 of the Warren County Records, for the erection and maintenance of subdivision identification signs along with posts, fences, or walls connected to such signs.

3. DWELLING SIZE: The minimum size of dwellings on Lots 13A & 13B is hereby changed as shown below.

a) One-story dwelling. 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 two thousand (2,000) square feet. Unless the structure has a front elevation width, including garage, greater than 80 feet or a roof slope of 10/12 with dormer windows on the front elevation, then the dwelling shall have not less than 1,800 square feet.

b) Two-story dwelling. The ground floor area of the main structure of a two-story dwelling exclusive of open porches, breezeways, and garages, shall have not less than one thousand four hundred (1,400) square feet.

c) In the case of a two story house, a story and a half house, a split level house, or a split foyer house, there shall be a minimum of two thousand two hundred (2,200) square feet of enclosed living space.

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

4. No dwelling, fences, or other structure shall be erected or altered on Lot 13A or Lot 13B until the plans, specifications and location have also been approved by the Trustees of Valley View as to harmony of design and materials with other structures.

5. Invalidity of any one of these restrictions by judgement 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 undersigned owner of Lot 13A & 13B OAK HILL ESTATES have executed these present this 5th day of March, 2002.

*Paul F. Hutchins*  
Paul F. Hutchins, Trustee owner of LOT 13A AND LOT 13B OAK HILL ESTATES

STATE OF OHIO  
COUNTY OF FRANKLIN



FRANKIE D. FARNSWORTH  
Notary Public, State of Ohio  
My Commission Expires 09-24-06

On this 5th day of March, 2002, before me personally appeared PAUL F. HUTCHINS, who being by me duly sworn, and acknowledged that he executed the foregoing instrument, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

My Term Expires: 09-24-06

By:

*Frankie D. Farnsworth*  
Notary Public



RECORDED and INDEXED

05010

BOOK 1260 PAGE 043

STATE OF MISSOURI  
County of Warren  
I hereby certify that this instrument was  
FILED FOR RECORD  
on June 8, 20 04  
at 12 o'clock 42 min P M. and is  
recorded in Book 1260 Page 43.  
JERRI JORDAN  
Ex-Officio Recorder of Deeds  
By Deborah L. Engemann  
Deputy Recorder



21

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RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: AMENDMENT TO DECLARATION OF ADDITIONAL COVENANTS,  
CONDITIONS AND RESTRICTIONS

DATE: May 26, 2004

GRANTOR (S): PAUL HUTCHINS AND ANN HUTCHINS, HIS WIFE

GRANTEE (S): PAUL HUTCHINS AND ANN HUTCHINS, HIS WIFE  
590 Keyes Lane, Worthington OH 43085

LEGAL DESCRIPTION:  
SEE PAGE 1

REFERENCE BOOK AND PAGE: Book 1081 Page 635

AMENDMENT TO  
DECLARATION OF ADDITIONAL COVENANTS, EASEMENTS, CONDITIONS  
AND RESTRICTIONS FOR  
LOTS 13A and 13B of OAK HILL ESTATES

The Real Property which is subject to this Declaration is located in Warren County, Missouri, and is particularly described as Lots 13A and 13B Oak Hill Estates, Section 35, Township 46 North, Range 2 West Warren County, MO as recorded in Slide C Page 131 of the Warren County Records.

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 lots covered by this instrument, to impose the following additional Conditions, Easements, Restrictions, Covenants and Dedications thereon.

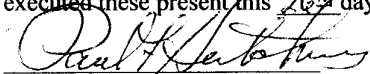
NOW THEREFORE, THE SAID owners do hereby impose against all of said property the following change which deletes paragraph 1 in the Conditions, Easements, Restrictions, Covenants and Dedications, as recorded in Book 1081 Page 635 of the Warren County Records, and replaces it with the following new paragraph 1.

New Paragraph 1. The road through Lots 13A and 13B to Valley View shall be a private road subject to the other provisions of these conditions, restrictions and covenants. The road shall be owned by the owners adjoining said road described in Lot 13A and 13B Plat described above. Each adjoining lot owner shall own interest in the road and each shall have a non-exclusive easement over the road for ingress and egress. This road shall also be used by the owners of VALLEY VIEW Lots 1, 2, 3 and 4 for ingress and egress and as a utility easement. Said ownership of the road and rights and obligations regarding said road as herein provided shall inure to the heirs, successors and assigns of said owners of said road. The owners of VALLEY VIEW Lot Numbers 1, 2, 3 and 4 and the owners of Lot Numbers 13A and 13B of OAKHILL ESTATES shall each be responsible for and each pay an equal share of the road maintenance and repair cost of the road across Lots 13A and 13B once a dwelling structure is constructed upon their respective lot. If only one house is built on any of the 6 subject lots, then that owner shall pay the entire cost of road maintenance and repair. When any two lots have dwellings then each of those owners shall pay one-half of the cost of maintenance and repair. When any three lots have dwellings, then each of those owners shall pay one-third of the cost of repair. No lot owner shall be responsible to pay for road maintenance or repair until a dwelling is constructed on his lot. The annual assessments stated in paragraph 1 of the original Declarations of Additional Covenants, Easements, Conditions and Restrictions dated 11-27-01 as recorded in Book 1081 Page 635 of Warren County Records are null and void and any previous assessments due or collected shall be returned.

The said owners further agree to delete paragraph 4 of the Amendments to Declaration of Additional Covenants, Easements, Conditions and Restrictions for Lots 13A and 13B of Oakhill Estates as recorded in Book 1097 Page 364 of the Warren County Records

All other Conditions, Restrictions, Covenants and Dedications remain the same.

In Witness Whereof, the undersigned owner of Lot 13A & 13B OAK HILL ESTATES have executed these present this 26<sup>th</sup> day of May, 2004.



Paul F. Hutchins, Trustee owner of LOT 13A AND LOT 13B OAK HILL ESTATES

STATE OF OHIO  
COUNTY OF FRANKLIN

On this 26<sup>th</sup> day of MAY 2004, before me personally appears PAUL F. HUTCHINS, who being by me duly sworn, and acknowledged that he executed the foregoing instrument, as his free act and deed.



KESHAVDAS U. SADHWANI  
Notary Public, State of Ohio  
My Commission Expires 08-26-08

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

My Term Expires: 08-26-2008

By: Keshavdas U. Sadhwani  
Notary Public Keshavdas U. Sadhwani