

0737-057

DEDICATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESTRICTIONS FOR CHAPARRAL

This Dedication made as of the 1st day of November, 1973, by Chaparral Corporation, Leon Wisniewski, Jerome Woratzeck, Barry G. Sanker, and Albert F. Witthaus, hereinafter referred to as owners.

WITNESSES:

Whereas, Owners are the owners of a tract of land in Warren County, Missouri described as follows:

A tract of land being Lot 1 of the Northwest Quarter, Lot 2 of the Northwest Quarter, and Part of Lot 3 of the Northwest Quarter, all in Section Three (3), Township Fortysix (46) North, Range Three (3) West, Warren County, Missouri and described as follows:

Beginning at an Iron Rod at the Southwest Corner of said Northwest Quarter of Section 3; Thence along the South Line of said Quarter Section South 89 degrees 10 minutes East 2641.18 feet to an Iron Rod; Thence along the East Line of said Quarter Section North 09 degrees 23 minutes 40" East 4030.25 feet to an Iron Rod; Thence along the Township Line North 89 degrees 13 minutes 10" West 1788.22 feet to an Iron Rod on the Southeast Right of way Line of State Highway "EE"; Thence along said Southeast Right of way Line as follows: South 42 degrees 57 minutes West 422.53 feet to the point of a Curve; Thence with said curve having a central angle of 16 degrees 50 minutes Right and Arc Length of 289.50 feet; Thence South 59 degrees 47 minutes West 225.60 feet to the point of a Curve; Thence with said Curve having a Central Angle of 23 degrees 15 minutes Left and Arc Length of 278.69 feet; Thence South 36 degrees 32 minutes West 53.07 feet to an Iron Rod on the West Line of said Section 3; Thence leaving said Southeast Right of way Line and along said West Section Line South 01 degrees 36 minutes 50" West 481.47 feet to an Old Stone at the Southwest Corner of said Lot 3 of the Northwest Quarter of Section 3; Thence continuing along said West Section Line South 02 degrees 48 minutes West 2700.89 feet to the place of beginning and containing 237.09 acres, more or less.

Subject to utility easement granted to Union Electric Company as recorded in Book 130 at page 378.

Subject to roadway easement to James D. Reid et al as recorded in Book 168 at page 501, Warren County Recorder's Office.

AND WHEREAS, it is deemed in the best interest of all persons who may become and are owners of any portion of this property to have certain restrictions, limitations and conditions created, imposed and placed of record, relating to this property.

*Last one*

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NOW, THEREFORE, the owners as makers of this covenant, for the purpose of protecting property values and providing for the quiet and peaceful enjoyment of properties and for the purpose of establishing desirable residential areas do hereby subject the sale and transfer of all lots and tracts of the above property to the following covenants, conditions, reservations and restrictions:

I. All lot owners shall provide and maintain at their own expense private road entrances to their respective tracts, such private entrances shall be constructed so as not to obstruct the side or cross drainage of the roadway. There shall be placed in all driveways to the proper grade and depth a pipe culvert of not less than twelve inches in diameter, made of corrugated galvanized metal or standard strength concrete pipe. Such driveways shall be surfaced and of an easy grade, coinciding with the connecting roadway.

II. All dwelling structures erected on any lot shall have at least 960 square feet living area on the first floor level, exclusive of any garage area and must have enclosed solid foundations. There shall not be erected or maintained, either temporarily or permanently, any tent, housetrailer or mobile home on said premises for any purposes whatsoever, nor shall there be occupied on a temporary or permanent basis for residential purposes any basement home on said premises.

III. All residences constructed hereon shall be constructed no nearer than thirty (30) feet from the front street line and any other outbuilding shall be constructed no nearer than fifty (50) feet from the front street line. No residence or other outbuilding shall be constructed nearer than twenty (20) feet to any side property line. An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings. All fire chimneys constructed shall be of the type and construction approved by the Fire Insurance Underwriters.

IV. The construction, maintenance and use of outside toilets or latrines is prohibited and no open sewage or drain system shall be permitted for the disposal of the sewage or water from internal household purposes. All water or sewage shall be disposed of through sanitary septic tanks or their equivalent, constructed according to plans, specifications, and instructions of the Missouri State Board of Health, and the Clean Water Commission, provided, however, that outside latrines or toilets may be permitted temporarily during the construction of a dwelling unit, but not to exceed a period of ninety (90) days.

V. No lot or tract of land shall be used for commercial purposes. Said premises shall not be used for any unlawful purpose, or for any purpose that will injure the peaceful enjoyment of others. Any crops, trees or products raised upon the land and sold shall not be considered as commercial. The raising and/or keeping of swine and/or goats is prohibited.



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VI. No derelict automobiles or other vehicles are permitted to be left or stored on any tract. No automobile or other vehicles shall be parked upon a street or roadway except occasional non-continuous parking or stopping. Each lot owner shall provide off street parking for more than occasional parking. The trustees are hereby granted the power to notify lot owners of any rubbish (derelict appliances, derelict automobiles, tires, batteries, household waste, food containers, etc.) on their lot and give 30 days notice to remove. If not removed within 30 days, rubbish will be removed at the lot owner's expense.

VII. All lots or tracts shall be subjected to an easement, over and under and across said lots or tracts for utilities required for the benefit of others. No tract herein being purchased shall be subdivided into lots containing less than 2 acres without approval of 60% or more of the lot owners.

VIII. There is hereby created a Board of Trustees, with the powers and duties hereinafter set out. The first Board of Trustees shall consist of Leon Wisniewski, Jerome Woratzeck, Barry G. Sanker, and Albert F. Witthaus, until replaced in the manner hereinafter provided. Replacement of a vacancy shall be made by the remaining members. After the sale of 80% or more of the lots a meeting shall be called of the then existing lot owners, at which meeting a Board of Trustees shall be elected. Thereafter, an annual meeting of the lot owners will occur in April of each year.

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IX. The Trustees, so elected shall be three (3) in number, one of whom shall be one of the original owners, their successors, heirs, or assigns, and two (2) of them shall be from among the purchasers of lots until such time as the original owners shall own less than Five per cent (5%) of the lots. Thereafter all three Trustees shall be elected from among the lot owners. Each Trustee shall continue to serve until his successor is chosen at a meeting called by the Trustees of their own motion or upon petition of Ten per cent (10%) of the lot owners. The trustees and their successors duly elected or appointed, accept the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful act or willful default and not one for the other or others, and upon further conditions that no trustee or his successor hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by such trustees, individually or collectively. The trustees are hereby granted the rights, powers, and authority to receive, hold, convey and administer in trust any gift, grant, conveyance or donation of real or personal property. And, to enter into an agreement or contract with any person, firm or corporation or any private or public agency, employ agents, servants and such other employees as they deem necessary in the performance of their duties, including counsel to advise them and/or to prosecute and defend any actions relating to the subdivisions individually or collectively, in their capacity as Trustees. The act or acts of any two (2) of the trustees shall for the purpose of this Indenture have the same force and effect as if all the trustees performed such act or acts.

X. The Trustees shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and shall succeed to the powers, rights, authority and responsibility herein before referred to as given to the owners. In all voting whether for the election of Trustees, or for any other purpose whatsoever, each lot or tract shall represent one vote, except that, any lot owner who's assessments are delinquent by two years, as authorized under this covenant, or who is in violation of any restrictions herein contained, shall not be entitled to vote at any meeting.

XI. These restrictions can be changed, modified or amended at anytime in the future by written covenant signed and executed by the owners of Sixty (60%) per cent of all tracts, the said covenant to be and become effective upon recording of the same in the office of the Recorder of Deeds of Warren County, Missouri.



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XII. All tracts shall be subject to the foregoing protective covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of Ten (10) years at and after which time said covenants shall be automatically extended for successive periods of ten years (10), unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Such changes are to be recorded in the Office of the Recorder of Deeds of Warren County, Missouri.

XIII. A cancellation of any one or more of these covenants by judgment, City ordinance, County regulation or other order shall in no wise effect any of the other provisions, which shall remain in full force and effect. Enforcement of the restrictions and covenants of this Indenture shall be by the trustees, either in law or in equity, as it determines. In addition, the owner or owners of lots abutting the lot upon which a violation is occurring shall have the right to proceed in law or in equity against the person or persons violating the covenant, and, in this event, in addition to the costs of court, they shall be entitled to the recovery of reasonable attorney's fee should it be determined by the court that a violation had occurred. The right of enforcement herein conferred upon said trustees shall not supersede nor in any manner impair the right of any owner of any lot in such subdivision to sue in his own name to compel the observance by any owner of a lot or lots in such subdivision, of the restrictions. The waiver or failure to enforce a breach of any restrictions shall not be a waiver of any subsequent breach of restrictions set forth herein.

XIV. The owner and successor Trustees, may assess each lot annually in the amount of \$25.00 for maintenance and upkeep of the streets and roads. Assessment statements shall be mailed to each person affected thereby within the month of February. Payment of such assessment shall be due by the last day of April and, if unpaid, declared delinquent the last day of August. Should any owner become delinquent by two years, at the election of the trustees, either legal action to collect the same may be instituted against such owner and/or a verified copy of said statement may be filed in the office of the Recorder of Deeds of Warren County, Missouri, and thereupon, the amount of that assessment shall become a lien against the lot upon which the levy was made, subordinate only to general taxes and deeds of trust of record. In this event, the trustees shall have the right to sell said property in the same manner as is authorized by Missouri law for sale of the property under deeds of trust, with notice of sale being published in the manner required by such law. In addition to the amount of said lien, there shall be added the costs of foreclosure, including a reasonable attorney's fee. In the event the Trustees pursue legal action to collect the assessment due and owing as a result of non-payment of the assessment by owner, the owner shall be liable to the Trustees for all costs and legal expenses including reasonable attorney's fee incurred by the Trustees in pursuing said legal action.

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IN WITNESS WHEREOF, The owners have caused these covenants and restrictions to be signed the day and year first above written,

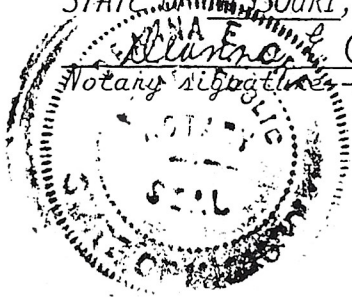
Chaparral Corporation, Leon Wisniewski, Jerome Woratzeck, Barry G. Sanker, and Albert F. Witthause.

IN WITNESS WHEREOF, the undersigned trustees have caused these Amendments to these covenants and restrictions to be signed and executed the day and year shown above, in accordance with the original covenants article XI with an affirmative vote of sixty percent or greater of the lot owners.

Trustees Keith Fischer, Victor Hezel and Kevin Murphy.

*Keith Fischer Victor J. Hezel Kevin Murphy*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF FEBRUARY, 1996.  
STATE OF MISSOURI, WARREN COUNTY. MY COMMISSION EXPIRES 10-11-99



*Deanna E. Orf*  
Notary Signature - Deanna E. Orf

Deanna E. Orf  
Notary Public, State of Missouri  
County of St. Charles  
My Commission Expires 10/11/99

STATE OF MISSOURI }  
County of Warren } as, 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 13 day of February 1996 at 12 o'clock PM minutes P M., duly filed in this office for record, and the same is truly recorded in the records in this office in book 737 on page 56

Witness my hand and official seal this 13 day of Feb 1996

By Keith A. Struthmann  
DEPUTY RECORDER

CAROLYN M. FRICK  
EX-OFFICIO RECORDER

