

OAK RIDGE ESTATES  
PLAT[S I &] II

DECLARATIONS OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

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

A tract of land being part Section 32 & 33, Township 47 North Range Two (2) West, Warren County, Missouri, and being described as follows:

[Plat I & ]Plat II Oak Ridge Estates [A]Is Recorded in Slide #B-137 & 138, [and] Slide #B-147 & Slide #C-177 [Respectfully], Warren County Recorder of Deeds Office, Warrenton, Mo.

AND WHEREAS, it is the wish and desire of the undersigned owners of said property, for the purpose of benefiting said property 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 land covered by this instrument to impose the following Conditions, Restrictions, Provisions and Declarations, to wit:

1. **Assessments:** All streets and roadways shall be privately maintained by the Board of Trustees from funds provided by means of an annual Assessment of \$200.00 **invoiced** on July 1st, [of] to all lots. The amount of the annual assessment may be altered, prior to July 1st, **with a vote of** [by] 60% of the lot Owners **at a regular scheduled subdivision meeting.** Assessments not paid by October 1<sup>st</sup>, shall be recorded as a lien against property of said delinquent property owner and/or any other legal action, as deemed appropriate, shall be taken. [Lots #1, 2, 3, & 4 of plat I exempt from said assessment.]
2. **Lot Type:** All lots shall be used for single family residential purposes only, except on lots #12, 13, and 14, Church or Civic Center facilities will also be permitted.
3. **Lot Entrance:** 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 (12) 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.
4. **Dwelling Size:** Above ground living space of dwelling, exclusive of open porches and breezeways, shall have not less than 1350 square feet for single story, and not less than 1800 square feet for multistory. Earth sheltered or earth bermed dwellings shall have not less than 1350 square feet of living area and must face the street that fronts lot owners' property. All dwellings shall have at least a **two (2)** car attached garage. Existing dwellings on lot #11 is exempt from these size and garage requirements. Lot #4 is exempt from this size and garage requirement and must comply with the Plat I Resubdivision of Lots 4 thru 10 Declaration of Additional Covenants, Conditions



and Restrictions of Oak Ridge Estates filed December 1999.

5. **Dwelling Construction:** No roll tarpaper shall be used on any exterior wall. Any dwelling begun upon a lot shall be completed within six (6) months thereafter. All footings, foundations, and basements shall be constructed of poured concrete. No structure of a temporary nature, house trailer[s], 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. Any accessory building shall have exterior siding of the same type as the dwelling on that lot.
6. **(Move #6 to #4 and re-number paragraphs accordingly from #4 to #14) Lot Size:** No lot shall at any time be resubdivided or reduced in size to less than ½ acre in Plat II [or less than 1 acre in Plat I].
7. **Roads:** No roads shall be constructed or conveyed connecting Oak Ridge Estates roads with other lands.
8. **Unlicensed Vehicles:** There shall be no vehicle parked in the open view upon any [tract] lot unless the vehicle is licensed to be driven and is used on public roads a minimum of once every thirty (30) days.
9. **Lot Sewage System:** When any dwelling improvements are erected on any lot in Plat I, the owner shall at the time construct a sanitary sewage system of extended ration of Missouri State approved character to provide for the more effective disposal of sewerage, unless other adequate sewerage facilities have already been provided. **Lot 4A & 4B from Plat I must also comply with the Plat I Resubdivision of Lots 4 thru 10 Declaration of Additional Covenants, Conditions and Restrictions of Oak Ridge Estates filed December 1999.** Any dwelling erected on any lot in Plat II shall be connected to the public sewer system provided.
10. **(Move #10 to #5 and re-number paragraphs accordingly from #5 to #14) Lot Maintenance/Activities:** 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] the lot. No lot owner shall cause or permit an accumulation of refuse of any character on any lot, whether improved or vacant, or the storage or parking of derelict automobiles or derelict vehicles of any kind or any parts thereof.
11. **Garbage:** No lot shall be used or maintained as 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 or sanitary condition.
12. **Animals:** No animals, livestock, or poultry of any kind shall be raised, bred and / or kept upon any lot. Usual household pets may be kept as long as they are properly restrained on the owner's property.
13. **Lawn Care:** The owners or owners of each lot shall keep all weeds cut.



14. **Lawn Signage:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
15. **(Move #15 to #9 and re-number paragraphs accordingly from #9 to #14) Vehicles:** No unlicensed motorized vehicles may be operated on Oak Ridge Estates streets and roadways. [and that n]No motorized vehicles may be operated by unlicensed drivers on said streets and roadways of **Oak Ridge Estates.**

The First Board of Trustees is hereby established and composed of Nadine Gervase, Nicholas Gervase, and Berry Sanker. A majority of the Committee may designate an additional member or members to the committee or may designate a member or members to succeed members of the Board of Trustees. Said Board of Trustees hereby established, and additional and successive members of the Board of Trustees shall act with firmness and with responsible discretion to enforce these herein described covenants, conditions, restrictions in order to maintain Oak Ridge Estates as a desirable, harmonious, and compatible, first-class residential community.

Except for the original three members of the Board of Trustees named above, each and every additional and successive member of the Board of Trustees shall be owner of a lot in Oak Ridge Estates.

The Board of Trustees shall be composed of no less than three members, and no more than five members. **A Trustees' term shall be limited to three years and to no more than two consecutive terms. One member of the Board of Trustees per year will be elected by a 2/3 majority vote of the lot owners present at the regular scheduled subdivision meeting in December which will begin their term on January 1.**

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

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) 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 in 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.

Any person or persons violating or attempting to violate any covenant, restrictions, conditions, or limitations contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damages therefore: any failure to enforce any covenants, conditions,

restrictions, or limitations contained herein shall not act as nor constitute a waiver of any subsequent breach thereof.

Invalidation of any one of these covenants by judgment or court order.