

PLEASANT VIEW ADDITION

A SUBDIVISION OF THE SW 1/4 OF THE SE 1/4 SECTION 14, T-64N; R-35W - NODAWAY COUNTY, MISSOURI



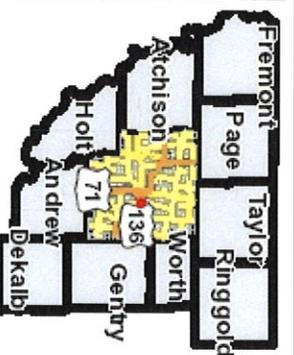
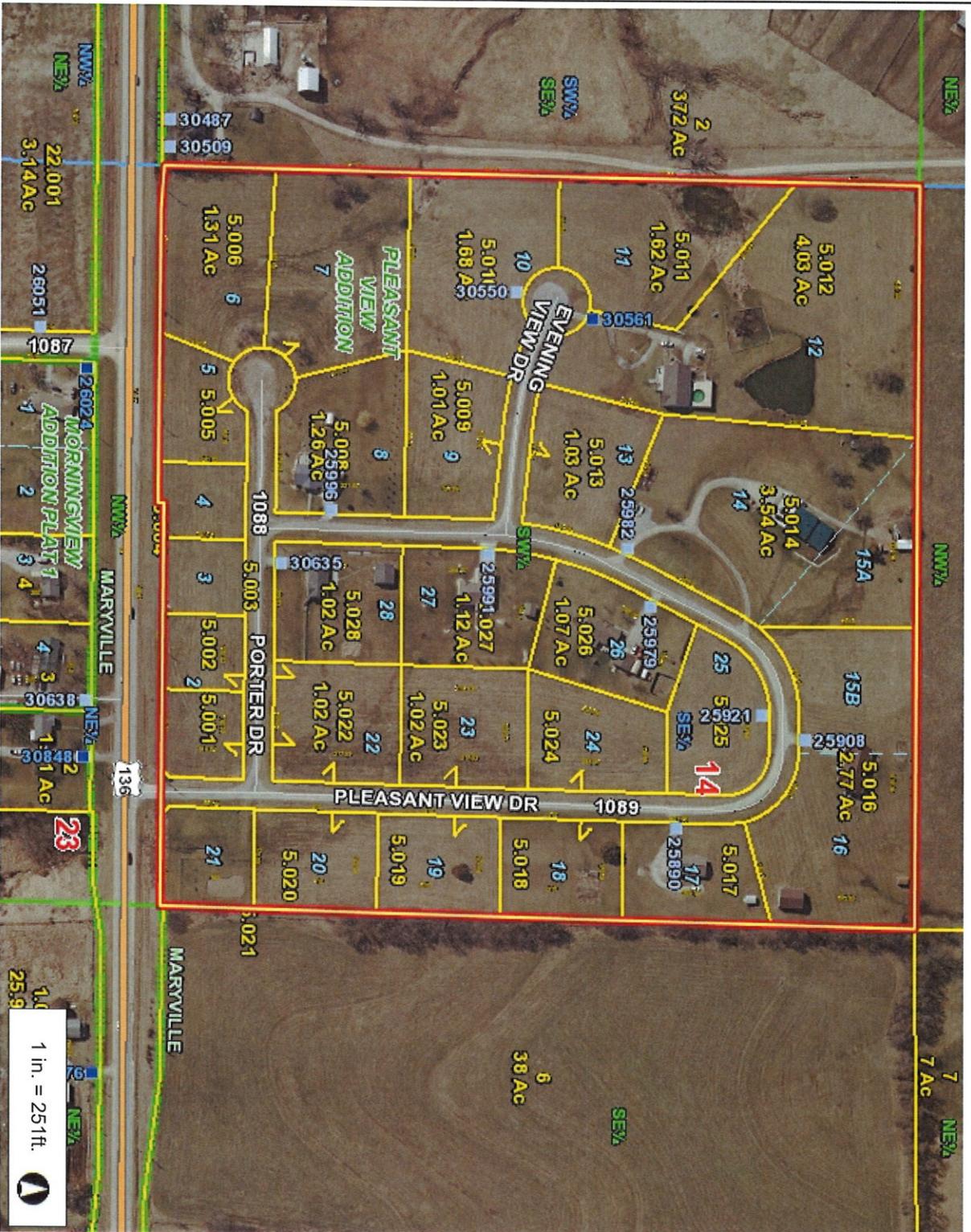
U.S. HIGHWAY 136



MIDLAND SURVEYING
 Midland Surveying, Inc.
 Manager/State Certified of Land Surveyors #00121

LAND SURVEYING - PLANNERS
 501 North Medical, Moberly, MO 65060
 P.O. Box 1000, Moberly, MO 65060
 202-741-7222 Fax: 202-741-7222
 P.O. Box 1000, Moberly, MO 65060
 417-531-3500 Fax: 417-531-3500

Nodaway County, MO



Legend

- * Turbine
- Address Point
 - Has Land Line Phone
 - No Land Line Phone
- Road
 - County Roads / City Streets
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - CART Road
 - Railroad
- Parcel
 - Parcel Number/Acres
 - Corporate Limit Line
 - Land Hook
 - Original Lot
 - Original Block
 - Subdivision
 - Section
 - Qtr Section
 - Qtr Qtr Section
 - County Boundary

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION

501.8

0

250.88

501.8 Feet

1 in. = 251ft.



#7100 BOOK 698 PAGE 24

STATE OF MISSOURI)
) ss
COUNTY OF NODAWAY)
This instrument was filed for record
2005 Jul 8 P 3:15



in **Book 698** at **Page 24**
WITNESS my hand and seal of office

Sandra Smail

Recorder of Deeds
\$48.00 pd check/9 pages
Return to: Ross & Thomson

TITLE OF DOCUMENT: Declaration and Covenants Establishing Restrictions for
Pleasant View Addition

DATE OF DOCUMENT: December 28, 2004

GRANTORS: Garvin G. Porter and Beverly A. Porter, as Trustees of the
Garvin G. Porter and Beverly A. Porter Revocable Inter
Vivos Trust dated March 18, 2004

GRANTEES:

STATUTORY MAILING ADDRESS: 10402 County Rd 427, Savannah, MO 64485

LEGAL DESCRIPTION: see full legal description on page 1 of document.

REFERENCE BOOK AND PAGE(S):

**DECLARATION AND COVENANTS ESTABLISHING
RESTRICTIONS FOR PLEASANT VIEW ADDITION**

WHEREAS, Garvin G. Porter and Beverly A. Porter, as Trustees of the Garvin G. Porter and Beverly A. Porter Revocable Inter Vivos Trust dated March 18, 2004 ("Developers"), of 10402 County Road 427, Savannah, Missouri 64485, are the owners of all of the lots, consisting of:

Lots 1 through 28 of Pleasant View Addition, a subdivision located in the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fourteen (14), Township Sixty-four (64), Range Thirty-five (35), Nodaway County, Missouri; and

WHEREAS, Developers desire to enact the following covenants providing for restrictions on the use of the above-described real estate;

NOW, THEREFORE, Developers declare that the above-described real estate is held and shall be conveyed, subject to the terms of the agreements, declarations, and restrictions herein, all of which shall run with the land and bind them and their heirs, successors, and assigns. Any person claiming under them agrees with them and with other such persons that he will perform and obey the agreements and restrictions herein.

RESTRICTIONS AND COVENANTS

1. Lots 1 through 20 and Lots 22 through 28 shall be used only for single-family residential purposes, except that Lots 1 through 5 may be used for residential purposes accommodating no more than two families (commonly known as duplexes), all subject to the covenants and restrictions set forth below.

A. Accessory buildings are permitted, but must be in a neat and orderly condition and shall not be located between the residence and street or highway on the front side.

- B. No residence may be built on a land area less than one lot as platted.
- C. Each single-family dwelling shall have a garage of sufficient size to house at least one car or truck, and each living unit of a duplex shall have a garage of sufficient size to house at least one car or truck.
- D. No mobile home, trailer, tent, shack, garage, or temporary structure of any kind, shall be used as a residence, either temporarily or permanently.
- E. The ground floor living area of a single-family, single-story residence shall be at least 1,200 square feet. A multi-storied single-family house shall have at least 1,200 square feet of living area on ground level or the first two levels of a split-level house.
- F. Any duplex built on Lots 1 through 5 must have a living area of 950 square feet per unit, exclusive of breezeways, attached garages, and open porches.
- G. Any living area required by the covenants shall not include breezeways, attached garages, and open porches.
- H. No residence shall be erected or altered until the construction plans, specifications, and a plan showing its location shall have been approved in writing by Developers to insure harmony of design and quality of construction in the development. For the purposes of this paragraph only, the term "Developer" includes not only Garvin G. Porter and Beverly A. Porter, as Trustees of the Garvin G. Porter and Beverly A. Porter Revocable Inter Vivos Trust dated March 18, 2004, but also their direct successors and assigns, who succeed to the ownership of one or more lots at a time in which improvements have not been erected on all of the lots of the development.
- I. No building shall be permitted to stand with its exterior in an unfinished condition or any unfinished excavation for more than one year from

commencement of construction. After damage to an existing structure, it shall be permitted to stand in a damaged condition for maximum period of 120 days.

2. No signs or other advertising matter shall be permitted except such signs as are customarily erected by utilities, contractors, or realtors during periods when a home is being constructed or offered for sale. Signs may be erected by developers to advertise the addition. Signs bearing the name and address of a landowner shall not be prohibited by this provision, and such signs are not to exceed 720 square inches.

3. No tank for storage of oil, gas, or other fluids or gases shall be maintained above ground.

4. No auto repairs or repainting shall be permitted outside of an enclosed building on the premises, and no unworkable, wrecked, or junked cars or other machinery shall be parked on the streets of any lot, except inside an enclosed building. No tractors or riding mowers shall be parked for storage, except in an enclosed building or in an area screened from view. No boats, trailers, or recreational vehicles shall be parked on streets of rights-of-way.

5. All lots shall be kept mowed and neat at all times and free of large weeds, brush, or other unsightly growth.

6. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot for commercial purposes. No animals or poultry shall be kept, permitted, or maintained on any lot except the following, which are permitted: No more than 2 dogs; no more than 2 cats. While keeping such animals within the prescribed numbers, a lot owner shall not permit such keeping to create any undue noise, unsightly condition, spreading of odors, or attraction of insects or rodents.

7. No owner shall cause or permit any trash, refuse, brush cuttings, or similar material to be accumulated and not disposed of. The burning of trash shall not be permitted, except in an incinerator designed for such purpose and in accordance with Polk Township regulations.

8. No permanent structure shall be erected upon a platted easement, and no shrubs or trees shall be maintained in such a manner or location as to interfere with the drainage or other use of an easement.

9. The front 50 feet of any lot may not be fenced except with a decorative type of fence, which must have approval from the adjoining property owners.

10. No reversion of title shall result from the breach of any of these restrictions.

11. Any lot owner or owners of any land subject hereto shall have a right to sue for and obtain an injunction, mandatory or prohibitive, to prevent breach or to enforce any covenant herein, it being agreed that legal money damages alone are not sufficient redress for such breach. Such right is not exclusive, but is cumulative and in addition to any right to sue for money damages for such breach.

12. Any owner, upon taking title to a lot on which a breach of these restrictions has previously been made, shall not have any personal liability for any continuance or maintenance of such breach by him after taking title, but his ownership and use of the lot shall be subject to injunctive relief as set forth above.

13. The declarations, restrictions, and covenants contained in paragraphs 15 and 16, below, shall not be subject to modification or removal so long and United Electric Cooperative, Inc., and United Services, Inc., or their successors and assigns, are available to furnish electrical and sewage disposal services to residents of the subdivision, except

with the prior written consent of United Electric Cooperative, Inc., and United Services, Inc., or their successors and assigns.

Any of the other declarations, restrictions, and covenants herein may be extended, modified, and removed as follows:

A. Such declarations, restrictions, and covenants may be extended, modified, and removed by Developers as long as they maintain ownership of four or more lots in Pleasant View Addition, by recording a duly-signed and acknowledged instrument.

B. After such time that Developers no longer maintain ownership of four or more lots in the Addition, these declarations, restrictions, and covenants may be extended, modified, and removed by recording a duly signed and acknowledged instrument of the owners of fifteen or more lots.

C. If any lot is subject to a deed of trust lien at the time of such action, the holder of the indebtedness must consent in writing to such action before that lot may be counted in determining whether the required number of lot owners have joined in such action.

14. Lot 21 is reserved for a waste-water treatment facility pursuant to agreement with United Services, Inc., of Maryville, Missouri.

15. Each lot owner is responsible for the purchase, installation, and maintenance of a sewage disposal system from the sewer curb stop on each lot to that residence, and is responsible for any hookup or installation charges that may be incurred. Electrical service to the lot shall be purchased from United Electric Cooperative, Inc., of Savannah, Missouri, and its successors and assigns, and said sewage disposal service to the lot shall be purchased from United Services, Inc., of Maryville, Missouri, and its successors and assigns. Each owner shall be responsible for any monthly service charges for such

electric service and sewage disposal service as assessed by that provider. Each lot owner is responsible for the purchase, installation, and maintenance of a sewer line from the septic tank and effluent pump (STEP) system and for the purchase of a STEP unit, as well as the hookup and/or installation charges that may apply. United Services, Inc., or its successors, will install and maintain a STEP system as approved by the Missouri Department of Natural Resources, along with the sewer line to the force main. Also, a monthly charge shall be assessed to each homeowner's electric bill for costs related to providing street lighting for the subdivision.

16. All septic tanks, which will be underground, in each subdivision lot will be owned and maintained by United Services, Inc. Such septic tanks will be constructed and sized to meet all government regulations and specifications. Each lot owner will pay a fee to United Services, Inc., to hook up that respective septic tank to the sewer system, such fee essentially being the cost of the septic tank, pump, equipment, and controls, presently estimated at \$5,200.00 per hookup. Such fee must be paid upon installation of each septic tank. All repairs and maintenance of the sewer system from the dwelling to the septic tank shall be the responsibility and sole cost of the lot owner. All repairs and maintenance at the septic tank and from the septic tank to and beyond the lot property line shall be the sole responsibility and cost of United Services, Inc., and its successors and assigns.

17. Except for the restrictions contained in paragraphs 15 and 16, above, which shall apply so long as United Electric Cooperative, Inc., and United Services, Inc., or their successors or assigns, are available to furnish electrical and sewage disposal services to homeowners in the subdivision, unless released in writing by United Electric Cooperative, Inc., and United Services, Inc., or their successors or assigns, these restrictions shall be

binding upon Developers and their successors in interest for a period of 20 years from the date hereof, unless extended, modified, or removed, as provided herein.

18. Regardless of any provisions hereof, no conditions are deemed acceptable that are not allowed by Polk Township regulations and ordinances.

IN WITNESS WHEREOF, Developers have executed this instrument on the 28th day of December, 2004.

Garvin G. Porter
Garvin G. Porter, AS TRUSTEE of the
Garvin G. Porter and Beverly A. Porter
Revocable Inter Vivos Trust Dated
March 18, 2004

Beverly A. Porter
Beverly A. Porter, AS TRUSTEE of the
Garvin G. Porter and Beverly A. Porter
Revocable Inter Vivos Trust Dated
March 18, 2004

DEVELOPERS

STATE OF MISSOURI)
) ss.
COUNTY OF Nodaway)

On this 28th day of December, 2004, before me appeared Garvin G. Porter and Beverly A. Porter, as Trustees, to me known to be the persons described in and who executed the within declaration and acknowledged that they executed the same for the purposes therein stated, 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.

D. Elaine Freeman
Notary Public

(SEAL)

My Commission Expires:

