

DECLARATION OF RESTRICTIVE COVENANTS FOR
FARMLAND ESTATES
DATED August 31, 1999

434-344

JAMES D. UPTEGROVE, the undersigned owner (hereinafter "Developer") of the tract of land 20 acres more or less, known as FARMLAND ESTATES and legally described as:

The West Half (W 1/2) of Southeast Quarter (SE 1/4) of Northwest Quarter (NW 1/4) of Section Thirty-Three (33), Township Thirty-Six (36) North, Range Twenty-Nine (29) West in Vernon County, Missouri. (hereinafter the "Property")

together with such additions as may hereafter be made thereto, to the restrictions, covenants, conditions, easements, assessments, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property, and each owner thereof for the purpose of maintaining there an adequate property value and continuing said area as a desirable residential part of Vernon County, Missouri, and in consideration of our mutual interest as owner of said real estate declare that the Property shall be restricted as to its use as set forth herein; and

The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in FARMLAND ESTATES or claiming under them.

If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real estate situate in the Property to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from doing so or to recover damages for such violation, or both.

NOW, THEREFORE, in consideration of the premises, the Developer, for himself and for his successors and assigns, and for his future grantees, hereby declares that the Property is and shall be restricted as to its use, and is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, reservations, easements, charges, assessments and liens, (sometimes referred to as "Covenants and Restrictions") hereinafter set forth:

1. **Land Use and Building Type.** No building shall be erected, altered, placed, or permitted to remain on any tract, other than one detached single family dwelling. It is not to exceed 2 1/2 stories in height, and an attached private garage for not more than three (3) cars or vehicles. No single-side mobile homes or double-side mobile homes shall be erected or placed on any tract. No dwelling shall be used for commercial purposes other than small, family-type business.

2. **Dwelling Size and Roof Pitch.** The ground floor area of the main structure exclusive of the open porches and garage shall not be less than 1500 square feet for a one-story dwelling, or less than 1250 square feet for a dwelling of more than one story. The roof pitch for each single family

Purpose of re-recording is to correct error in original legal description.

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dwelling structure must conform to a five (5) in twelve (12) pitch or greater.

3. **Building Location.** No building shall be located closer than 40 feet to a front line street or road on any tract. No building shall be located nearer than 20 feet to an interior tract line. No dwelling shall be located on any tract nearer than 30 feet to the rear tract line. For the purpose of these Covenants and Restrictions, eaves, steps, and open porches shall not be considered as part of the building. Provided, however, that this shall not be construed to permit any portion of a building on a tract to cross upon another tract or easement.

4. **Temporary Structures.** No structure of any type or character, including trailers, horse barns, carports, garages, storage buildings, or other buildings may be erected or placed on any tract, either temporarily or permanently, other than one garage or storage building. Such garage or storage building shall not be less than 144 square feet, nor more than 1,500 square feet, placed no less than 20 feet behind the rear main line of the dwelling, and having the same style and roof line as the dwelling. The temporary placement of a functioning motor home on the premises would be allowed.

5. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved within the Property as described in a certain Road and Utility Easement filed of record. The easement area of each tract shall be maintained continuously by the owner, who shall not interfere with drainage within the easement or utilities installed thereon.

6. **Signs.** No signs of any kind shall be displayed to the public view on any tract, except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by the building to advertise the property during construction and sale.

7. **Livestock and Poultry.** Owners of the 2 southern most tracts of land consisting of approximately 3.8 acres may keep one animal per acre to include cattle, sheep, poultry, and horses. All owners may have two dogs and two cats, provided that such animals are not kept, bred or maintained for any commercial purpose.

8. **Painting.** All structures of any kind and character built or erected upon any tract shall be painted with at least two coats of paint and maintained in good repair. This requirement shall not apply to buildings of brick, stone, or other material not normally painted.

9. **Garbage and Refuse Disposal.** All owners of the Property or any portion thereof shall contract and maintain services for trash and refuse removal with an licensed refuse disposal company to remove trash, garbage and refuse on no less than a weekly basis. No noxious or offensive activity shall be carried on upon any lot not shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, rubbish or other waste materials shall not be kept, except in sanitary containers. Grass, weeds and other ground covering shall be kept mowed and trimmed over all lawn areas of the Property. All incinerators or trash burners shall be

kept in a clean and sanitary condition, and constructed in a manner so no burning materials shall be emitted therefrom.

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10. **Storage Tanks.** No tanks for storage of gasoline or oil shall be maintained on any tract other than for fueling, dwelling, heating, and air conditioning systems.

11. **Nuisances.** No noxious or offensive activities shall be carried on or conducted in any manner upon any lot or parcel of the Property. All activity, conduct, behavior, or other such action, which may be or become an annoyance or nuisance to the neighborhood is restricted and absolutely prohibited.

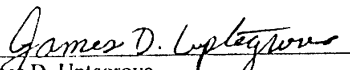
12. **Terms.** These Covenants and Restrictions shall run with the land and shall be binding to all parties and all persons claiming under them for a period of 30 years from the date these Covenants and Restrictions are recorded. After that time, the Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the owners of the improved tracts has been recorded agreeing to change the Covenants and Restrictions in whole or part.

13. **Enforcement.** The Covenants and Restrictions shall be enforced by the Developer and/or the affected property owners by proceeding at law or in equity against any person or persons violating or attempting to violate any of the Covenants and Restrictions herein either to restrain, prohibit, prevent, or cease the violations or to collect damages resulting therefrom. Persons violating any of these Covenants and Restrictions shall pay any attorney fees, costs or expenses incurred by Developer in and/or other affected property owners in enforcing the terms of these Covenants and Restrictions.

14. **Vehicles.** No abandoned vehicles shall be placed on any lot, or more than one non-licensed and non-operating vehicle can be placed on any lot for storage for more than thirty days.

15. **Severability.** Invalidation of any one of these restrictions, covenants or conditions by judgment or Court Order shall in no way affect any of the other provisions not so invalidated and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this document to be executed this 31st day of August, 1999.


James D. Uptegrove

STATE OF MISSOURI)
)ss.
COUNTY OF VERNON)

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On this 31st day of August, 1999, before me personally appeared James D. Uptegrove to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official at my office in Nevada, Missouri, the day and year first above written.

Patricia L. Burchell
Notary Public



My commission expires: March 7, 2003

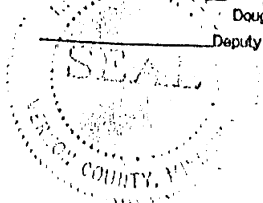
PATRICIA L. BURCHELL
NOTARY PUBLIC STATE OF MISSOURI
BATES COUNTY
MY COMMISSION EXP. MAR 7, 2003

INDEXED

STATE OF MISSOURI)
COUNTY OF VERNON)

Filed for record 31 day of August 1999
at 3 o'clock 54 minutes P.M and
duly recorded in book 434 at page 311

Witness my hand and official seal this day and
year above written, Doug Shupe
Doug Shupe, Recorder
Deputy



Russell Brown

STATE OF MISSOURI,
County of Vernon

} ss. RE-RECORD INDEXED

IN THE RECORDER'S OFFICE

I, DOUG SHUPE, Recorder of said County, do hereby certify that the within instrument of writing, was, on the 03 day of September A.D., 1999, at 8 o'clock and 30 minutes A.m., duly filed for record in this office and is recorded in the records of this office, in Book 434 at Page 344.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Nevada, Missouri, the day and year above written.

Russell Brown

Doug Shupe
Doug Shupe, Recorder of Deeds

