

HOWELL COUNTY RECORDER
CINDY WEEKS
CABINET B DRAWER 6

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RESTRICTIVE COVENANTS
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Wiles Abstract Co.

Title of Document: RESTRICTIVE COVENANTS

Date of Document: February 28, 2006

Grantor(s): BUGU Company, LLC

Grantor's Mailing Address: 906 S. Kirkwood Road
St. Louis, MO 63122

Legal Description:

Dripping Springs Estates, a subdivision of the SW1/4 of the NW1/4 and the NW1/4 of the SW1/4 of Section 28, a part of the S1/2 of the NE1/4 and a part of the E3/4 of the NE1/4 of the SE1/4 in Section 29, in Township 25 North, Range 8 West.

Prepared by
JOHN N. WILES, Attorney-at-Law, 21 Court Square
West Plains, MO 65775

DRIPPING SPRINGS ESTATES RESTRICTIONS

WHEREAS, the undersigned are the owners property located in Howell County, Missouri, known as Dripping Springs Estates, a first class residential subdivision as shown on the plat attached hereto.

WHEREAS, the undersigned desire to preserve the property and protect the present and future owners thereof. The undersigned do hereby adopt the following restrictions which shall govern the property as follows:

1. All lots are to be residential in use. No commercial use shall be made of said lots except that of an office-type business may be conducted from a residence thereon. No commercial sign shall be erected on any lot except for a 24"x18" For Sale Real Estate Sign. The developers and/or his agents are excepted from the paragraph.
2. The 60 foot roadways shown on the plat of said property are hereby dedicated to the use of the lot owners and the undersigned may grant others use of the same.
3. Public utilities shall also have the right to lay and maintain their line or lines in, under or over said roadways.
4. No mobile homes, modulars or trailers shall be placed or erected on said lots.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, or other out-buildings shall be used as a residence, either temporarily or permanently on any lot.
6. No trash, rubbish, garbage, or other refuse may be thrown, dumped, or kept on any of the lots.
7. No junk cars, trucks, or vehicles that are unlicensed to operate on the highways of the State of Missouri, or ar inoperable condition, shall be kept within the subdivision.
8. No hogs or swine shall be kept on or within the subdivision.
9. No dusk to dawn lights. Intense dusk to dawn lighting is not allowed.
10. No noxious or offensive activity shall be carried on or in the subdivision nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.
11. After the lots within the property have been sold by the

undersigned, future owners thereof shall not further subdivide said parcels.

12. The undersigned reserves for the benefit of utility companies, easements 10 feet in width along all property lines on all parcels hereinafter sold by the undersigned in the property for electric, telephone, gas and other utility purposes, and no structure or planting shall be erected or maintained within the said easements which would interfere with the exercise of said easements.
13. The facilities shall be designed in the accordance with the Missouri Clean Water commission Regulations for the disposal of waste water in residential subdivisions, as outlines in Section III, 3.01 B, and explained in the agencies latest revision of "A Guide for the Design of Small Sewage Works" (CSC 3.012), and that the effluent shall be contained on the lot and handled in such manner that there will be no violation of the Missouri Clean Water Law and Regulations. All dwelling waste water treatment facilities and all dispersal lines and outfall points appurtenant thereto shall be located at least twenty-five (25) feet from the nearest property line.
14. Residences and dwelling erected within property shall contain no less than 1,500 square feet of living area, exclusive of basement, carports, garages and open porches.
15. No building or structure shall be located nearer than 100 feet from the street or nearer than 25 feet from any side or near the property line.
16. Fencing: All fencing clearly visible to the road shall be of board type. No fence should be placed in front of a residence. Chain link in the rear is allowed.
17. The owner of any lot adjoining a lake within the development shall have a surface easement on the lake, but shall not have any easement rights above the high water line of the lake.
18. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 5 years, provided, however, that at any time a majority of the then owners of the property may by an instrument in writing agree to change said covenants in whole or in part, said instrument to be recorded in the office of the Recorder of Deeds.
19. All roads to be dedicated to Howell County and maintained by

Howell County. All driveways constructed in such a manner as to provide an aesthetically pleasing appearance.

20. This agreement may also be amended from time to time by Bugu Company, LLC, so long as it owns (1) lot in Dripping Springs Estates.
21. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
22. The amendments for utilities shall be perpetual and shall run beyond the duration of these restrictions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28 day of February, 2006.

BUGU COMPANY, LLC

By: _____

Mike Budde
Managing Partner

STATE OF MISSOURI)
) ss
COUNTY OF Callaway)

On this 28 day of February, 2006, before me appeared Mike Budde, Managing Partner of Bugu Company, LLC, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of Bugu Company, LLC, a Limited Liability Company of the State of Missouri, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Managing Partner, and said Mike Budde, Managing Partner of Bugu Company, LLC, acknowledged said instrument to be the free act and deed of said Limited Liability Company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in On February 14, the day and year first above written.

My Commission Expires: 9-24-06.

(Notary Seal)

Notary Public