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RELEASE DEED
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Recorder

RESTRICTIVE COVENANTS
NORTH TERRA SUBDIVISION
FIRST ADDITION

5812-92

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, James E. North and Judy B. North, herein called Owners and Developers, have caused certain land owned by them to be platted into a subdivision known as North Terra Subdivision First Addition, West Plains, Howell County, Missouri, and the plat thereof appears of record in the office of the Recorder of Howell County, Missouri, in Cabinet G at pages 201 and 202; and

WHEREAS, Owners and Developers are about to sell Property shown on said plat, which they desire to be subject to certain restrictions, conditions, covenants, and agreements between them and the purchasers of said Property as hereinafter set forth:

NOW, THEREFORE, Owners and Developers hereby declare that the Property shown on said plat of North Terra Subdivision First Addition, is held by them and shall be conveyed subject to restrictions, conditions, covenants, changes and agreements herein set forth which shall run with the land:

NOW, THEREFORE, it is agreed by all parties that no approval or disapproval by the City of West Plains or its agents may change or alter any of the covenants of North Terra Subdivision First Addition without the prior approval in writing of Sixty Six and two thirds percent (66 2/3%) of the land Owners at the time of change requested.

These restrictions, conditions, covenants, and agreements have been established for the purpose of maintaining fair and adequate Property values in said subdivision and continuing said subdivision as a desirable residential subdivision. It is hereby established, consented and agreed as to the restrictions and conditions set forth below and said conditions and restrictions shall apply to all Lots in north Terra Subdivision First Addition except as noted herein.

**DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS
NORTH TERRA SUBDIVISION FIRST ADDITION**

This Declaration of Restrictions, Covenants and Conditions for North Terra Subdivision First Addition made on the date hereinafter set forth by James E. North and Judy B. North, his wife, of West Plains, Missouri - County of Howell

WITNESSETH:

WHEREAS, on the 16th day of October, 1992, the above named individuals, as Developers, were the Owners of record of the following described real Property, hereinafter called North Terra Subdivision First Addition:

Property Description:

A part of the E 1/2 of the NW 1/4, a part of the NE 1/4, a part of the NE 1/4 of the SE 1/4 and a part of the NW 1/4 of the SE 1/4 of Section 16, Township 24 North, Range 8 West, described as follows: COMMENCING at the Northwest corner of the SE 1/4 of the NW 1/4 of said Section 16, thence South 88 degrees 53 minutes 33 seconds East along the North line of said SE 1/4 of the NW 1/4, 997.98 feet to the Northeast corner of a tract conveyed to Tedd M. Gullic by Warranty Deed recorded in Cab. A, Dvr. 1, Page 2743 of the records of Howell County, Missouri which is the POINT OF BEGINNING, thence South 1 degree 04 minutes 40 seconds West, 849.54 feet to the Southeast corner of a tract conveyed to Donald M. Henry by Quit Claim Deed recorded in Cab. B, Dvr. 3, Page 330-87 of the Howell County records, thence South 88 degrees 42 minutes 44 seconds East, 999.66 feet to a point on the north line of a tract conveyed to Gilbert Rader by Corporation Warranty Deed in Book 417, Page 277-278 of the Howell County records, thence South 45 degrees 04 minutes 22 seconds East along the north line of said Rader tract, 935.28 feet to the east line of the NW 1/4 of the SE 1/4 of said Section 16, said point also being on the westerly right-of-way line of State Highway Route BB, thence North 1 degree 13 minutes 27 seconds East along the east line of said NW 1/4 of the SE 1/4, 49.80 feet, thence leaving east line of said NW 1/4 of the SE 1/4 and continuing along westerly right-of-way line of said Route BB North 46 degrees 10 minutes 56 seconds East, 164.00 feet to the Southeast corner of a tract conveyed to the City of West Plains by Warranty Deed recorded in Cab. B, Dvr 4, Page 594-89 of the Howell County records, thence northerly and westerly along the south and west lines of said City tract the following 10 courses:

- 1) North 45 degrees 04 minutes 22 seconds West, 600.00 feet,
- 2) South 46 degrees 10 minutes 56 seconds West, 150.00 feet,
- 3) North 45 degrees 04 minutes 22 seconds West, 321.20 feet,
- 4) North 88 degrees 42 minutes 44 seconds West, 69.86 feet,
- 5) North 01 degrees 04 minutes 40 seconds East, 150.00 feet,
- 6) North 88 degrees 42 minutes 44 seconds West, 750.00 feet,
- 7) North 01 degrees 04 minutes 40 seconds East, 650.17 feet,
- 8) North 88 degrees 53 minutes 33 seconds West, 150.00 feet,
- 9) North 00 degrees 58 minutes 37 seconds East, 805.96 feet,
- 10) North 53 degrees 26 minutes 38 seconds West, 184.24 feet,

thence leaving said West line of City tract, North 88 degrees 53 minutes 33 seconds West, 400.00 feet, thence South 00 degrees 58 minutes 37 seconds West, 912.82 feet to the north line of aforementioned SE 1/4 of the NW 1/4, thence South 88 degrees 53 minutes 33 seconds East along the north line of said SE 1/4 of the NW 1/4, 500.00 feet to the point of beginning.

Also a part of the NE 1/4 of Section 16, Township 24 North, Range 8 West described as follows: COMMENCING at the Northeast corner of the NW 1/4 of the NE 1/4 of said Section 16, thence South 00 degrees 58 minutes 37 seconds West, 358.30 feet, thence North 88 degrees 59 minutes 06 seconds West, 350.00 feet, thence South 00 degrees 58 minutes 37 seconds West, 9.61 feet, thence along the arc of a curve to the left 284.09 feet, said curve having a radius of 716.22 feet and a chord bearing of South 10 degrees 23 minutes 00 seconds East, thence South 21 degrees 44 minutes 34 seconds East, 26.08 feet, thence South 70 degrees 05 minutes 11 seconds West, 162.65 feet, thence South 19 degrees 54 minutes 49 seconds East, 203.75 feet, thence North 84 degrees 00 minutes 46 seconds East, 61.48 feet, thence South 08 degrees 17 minutes 58 seconds East, 197.49 feet to the POINT OF BEGINNING, said point being the Southwest corner of a tract conveyed to Ellen Z. Foster, et al by Warranty Deed recorded in Cab. B, Drv. 1, Page 2527-84 of the Howell County records, thence South 88 degrees 21 minutes 45 seconds East along the south line of said Foster tract 262.80 feet, thence North 29 degrees 05 minutes 02 seconds East along southeasterly line of said Foster tract, 44.09 feet to the boundary line of the aforementioned tract conveyed to the City of West Plains,

thence South 52 degrees 17 minutes 55 seconds East along said boundary line of city tract, 4.07 feet, thence southeasterly along the arc of a curve to the left, 141.91 feet, said curve having a radius of 340.10 feet and a chord bearing of South 64 degrees 15 minutes 08 seconds East, thence South 76 degrees 12 minutes 20 seconds East along said boundary line of City tract, 479.60 feet to the westerly right-of-way line of State Highway Rte. 88, thence southerly along said westerly right-of-way line the following 5 courses:

South 14 degrees 04 minutes 55 seconds West, 37.0 feet,
thence South 75 degrees 55 minutes 05 seconds East, 10.00 feet,
thence South 14 degrees 04 minutes 55 seconds West, 30.00 feet,
thence South 75 degrees 55 minutes 05 seconds East, 30.00 feet,
thence South 14 degrees 04 minutes 55 seconds West, 82.64 feet.

thence leaving said westerly right-of-way line North 76 degrees 12 minutes 20 seconds West, along the boundary line of the aforementioned City tract, 670.00 feet, thence North 58 degrees 23 minutes 33 seconds West along said boundary line of City tract, 271.80 feet to the point of beginning.

Also a part of the NW 1/4 of the NE 1/4 of Section 16, Township 24 North, Range 8 West described as follows: COMMENCING at the Northeast corner of the NW 1/4 of the NE 1/4 of said Section 16, thence South 00 degrees 58 minutes 37 seconds West, 358.30 feet, thence North 88 degrees 59 minutes 06 seconds West, 350.00 feet, thence South 00 degrees 58 minutes 37 seconds West, 9.61 feet, thence along the arc of a curve to the left 284.09 feet, said curve having a radius of 716.22 feet and a chord bearing of South 10 degrees 23 minutes 00 seconds East, thence South 21 degrees 44 minutes 34 seconds East, 26.08 feet to the POINT OF BEGINNING,

thence South 70 degrees 05 minutes 11 seconds West along the boundary line of the aforementioned City tract, 162.55 feet, thence South 19 degrees 54 minutes 49 seconds East along the boundary line of said City tract, 203.75 feet, thence North 84 degrees 00 minutes 46 seconds East along the boundary line of said City tract and the North line of the aforementioned Foster tract, 181.28 feet, thence northerly along the arc of a curve to right, 59.14 feet, said curve having a radius of 340.21 feet and a chord bearing of North 26 degrees 43 minutes 07 seconds West, thence North 21 degrees 44 minutes 34 seconds West along the boundary line of said City tract, 188.75 feet to the point of beginning.

Also a part of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 16 and the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 9 all in Township 24 North, Range 8 West described as follows: COMMENCING at the Northeast corner of said NW 1/4 of the NE 1/4, thence South 00 degrees 58 minutes 37 seconds West, 358.30 feet to the POINT OF BEGINNING, thence North 88 degrees 59 minutes 06 seconds West, 350.00 feet, thence along the boundary lines of the aforementioned City tract the following 10 courses:

- 1) South 00 degrees 58 minutes 37 seconds West, 9.61 feet,
- 2) Southerly along the arc of a curve to the left, 253.69 feet, said curve having a radius of 716.22 feet and a chord bearing of South 09 degrees 10 minutes 18 seconds East,
- 3) North 88 degrees 59 minutes 06 seconds West, 494.46 feet,
- 4) North 29 degrees 31 minutes 41 seconds West, 275.05 feet,
- 5) Northerly along the arc of a curve to the right 39.98 feet, said curve having a radius of 75.00 feet and a chord bearing of North 14 degrees 15 minutes 24 seconds West,
- 6) North 00 degrees 58 minutes 37 seconds East, 125.00 feet,
- 7) North 53 degrees 23 minutes 58 seconds West, 373.48 feet,
- 8) Northwesterly along the arc of a curve to the right, 7.05 feet, said curve having a radius of 50.00 feet and a chord bearing of North 49 degrees 20 minutes 48 seconds West,
- 9) North 45 degrees 19 minutes 18 seconds West, 342.07 feet,
- 10) North 30 degrees 45 minutes 08 seconds West, 173.95 feet,

thence leaving said boundary of City tract, North 00 degrees 58 minutes 37 seconds East, 750.00 feet, thence North 45 degrees 59 minutes 46 seconds East, 212.06 feet, thence South 88 degrees 59 minutes 06 seconds East, 1450.00 feet, thence South 00 degrees 58 minutes 37 seconds West, 1650.00 feet to the point of beginning.

NOW THEREFORE, Developers do hereby declare that North Terra Subdivision First Addition shall be subject to the restrictions, covenants and conditions, easements and changes, hereinafter set forth, which shall run with the land and shall be binding on all present and future Owners, and inure to the benefit of each Owner of the land included in North Terra Subdivision First Addition.

ARTICLE I DEFINITIONS

Section 1: As used in this Declaration of Restrictions, Covenants and Conditions:

- (a) "Developer" shall mean James E. North and Judy B. North, and any entity or person which may hereinafter be designated by the aforementioned individuals as a Developer or successor in interest.
- (b) "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this entire Document, as the same may from time to time be amended, together with any and all Supplementary Declarations relating to all or part of North Terra Subdivision First Addition.
- (c) "Property" or "Properties" shall mean and refer to the acreage described above, and referred to as North Terra Subdivision First Addition.
- (d) "Owner(s)" shall mean the record Owner, whether one or more persons or entities, of a fee or undivided interest in any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.
- (e) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.
- (f) "Lot" shall mean any parcel of real Property designated as a Lot on any recorded Subdivision Plat within North Terra Subdivision First Addition.
- (g) "Subdivision Plat" shall mean a recorded plat covering any or all of the Property referred to in this Declaration.
- (h) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of such Neighboring Property at an elevation not greater than the elevation of the base of the object being viewed.
- (i) "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one street.
- (j) "North Terra Subdivision First Addition" shall mean the various phases of the development and subdivision within the acreage described above.
- (k) "Rules" shall mean and refer to those rules and regulations as passed and promulgated, from time to time, by the Developer of North Terra Subdivision First Addition, the same being those individuals collectively denominated above.

ARTICLE II
PROPERTY SUBJECT TO THE NORTH TERRA
SUBDIVISION FIRST ADDITION
RESTRICTIONS

Section 1: General Declaration Creating North Terra Subdivision First Addition. Developer will develop North Terra Subdivision First Addition in phases, by subdivision into various lots. Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real Property within North Terra Subdivision First Addition, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, and amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivisions, improvement and sale of said real Property and every part thereof. All of this Declaration shall run with all of real Property within North Terra Subdivision First Addition for all purposes and shall be binding upon and inure to the benefit of Developer and all Owners and their successors in interest.

ARTICLE III ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, wall, Lot drainage works, exterior lighting or other improvement shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure shall be undertaken, unless complete plans and specification, showing the exterior design, height, building material and color scheme thereof and location of the structure on the Lot as required by the Architectural Committee, shall have been submitted to and approved in writing by the Architectural Committee.

Section 2: Duties. The Architectural Committee shall exercise its best judgement to see that all improvements, construction, landscaping and alterations on the Properties conform and harmonize with the existing surroundings and structures.

Section 3: Procedures.

- (a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee. In the event the Architectural Committee fails to take any action within thirty (30) days after a request has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with.
- (b) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans and specifications shall be retained by the Committee for at least one (1) year and other records and minutes of Committee actions shall be kept for at least one (1) year.
- (c) A majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 4: Members of the Committee. The Architectural Committee shall consist of not less than three (3) of the individual Owners, collectively denominated as Developer, James E. North, Judy B. North and Lisa R. North, upon death or resignation of any one of the aforementioned individuals from the Architectural Committee, the remaining members shall have the power and duty to appoint such other member(s) as may be necessary to maintain an Architectural Committee of three (3) persons. Members of the Committee are not required to be Owners and shall not receive any compensation for performance of their duties as members of the Architectural Committee.

Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any request.

ARTICLE IV
LAND USE AND BUILDING
RESTRICTIONS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all Owners and the Developer.

Section 2: Lot Area And Width. Lot areas and widths shall be as shown on the recorded plat, and no residential Lot shall be re-subdivided into two or more lots. This provision shall not, in any way, limit Developer from subdividing Lots or separating Lots into smaller Lots or combining Lots owned by Developer.

Section 3: Easements. The easements as shown on the recorded plat are hereby reserved for the installations and maintenance of utilities, including, but not limited to telephone, electrical power, TV cable, sewer and water services, sidewalks and natural drainage. Within these easements, no structure, fence, planting, or other material (except for driveways or sidewalks across the front of any Lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage channels in the easement. Driveways and sidewalks permitted within the easement shall be constructed so as not to prevent any obstruction to the flow of water or any change in the area of each Lot and all improvements in it shall be maintained continuously by the Owners of the Lot except for those improvements for which a public authority or utility is responsible.

Section 4: City Right-Of-Way. Owners and purchasers of all lots abutting a public street shall, upon demand, provide the City of West Plains, Missouri, with an additional five (5) feet of right of way for street purposes, without compensation or reimbursement, at any time the City of West Plains deems it necessary to widen said streets.

Section 5: Single Family Residential Use. All Lots, with the exception of Lot 4 in Block 2, the area designated as clubhouse zoned C-1 and the area designated as reserved and zoned R-3, shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration. No old house or other building shall be moved and placed upon any such Lot. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height from main entrance ground level, with an attached private garage for a minimum of two cars and a maximum of three cars.

Section 6: Elevations. The elevation of the Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or clay shall be excavated or removed from any Property for commercial purposes.

Section 7: Encroachments. No tree, shrub, or planting of any kind on any Lot within North Terra Subdivision First Addition shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet.

Section 8: Oil And Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 9: Antennas And Satellite Dishes. No antenna or other device for the transmission or reception of electronic signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot. TV/Radio antennas shall be erected so as to be as inconspicuous as possible and no such antenna shall extend no more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located. No satellite dish shall be allowed under any circumstances whatsoever to be located or placed upon any of the Lots or Property.

Section 10: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties may be allowed.

Section 11: Basketball Goals and Flag Poles. No basketball goals shall be attached to the front or side of any dwelling or garage nor erected in any front, side or back yard. No free standing permanent flag poles shall be allowed on any Lot.

Section 12: Signs. No sign of any kind shall be displayed to the public view on any Lot except for one sign of not more than five (5) square feet advertising the Property for sale, or signs and flags used by a builder to advertise the Property during construction and sales period, or one sign not to exceed one (1) square foot in size which may contain the name or names of the Owner or Owners and/or the dwelling unit number.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within North Terra Subdivision First Addition unless they are erected, placed or maintained exclusively within an area not visible from Neighboring Property.

Section 14: Animals. No animals, fowl, or live stock, other than a reasonable number of generally recognized house pets, shall be maintained on any Property within North Terra Subdivision First Addition, and then only if they are kept solely as domestic pets, housed at all times and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of any Owner, the Developer shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such Property is reasonable. Any decision rendered by the Developer shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be

allowed only on such portions of the Properties as the Developer may prescribe.

Section 15: Nuisances. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Property. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No automobiles or obsolete vehicles or machines no longer in service shall be repaired, overhauled or otherwise worked on in the streets, driveways or yard. The provisions of this paragraph shall not apply to emergency vehicle repairs. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within North Terra Subdivision First Addition, and no odors shall be permitted to arise therefrom so as to render any such Lot and any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. The Developer in its sole discretion, shall have the right to determine the existence of any such nuisance and for the purpose of this Declaration, such determination shall be conclusive.

Section 16: Machinery And Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot except that:

1. An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of the owner's Lot, or the improvements thereon.
2. A builder or contractor constructing improvements for an Owner may use such machinery or equipment as is normal and customary in connection with the construction of improvements on an owner's Lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in any area approved by the Architectural Committee and that no trucks of any kind or nature shall be kept, parked or placed upon any Lot or street (public or private) within North Terra Subdivision First Addition, unless permission to the contrary is temporarily granted by the Architectural Committee.

Section 17: Fences. Fences are not encouraged, but properly constructed and installed fences may be approved for construction by the Architectural Committee upon submission of plans and specifications. Privacy fences may not exceed 72 inches in height. All privacy fences which may be erected as provided for herein shall be constructed of wood with the quality side of the fence facing any adjoining Lot and street frontage and all supporting structures opposite. No fences shall extend nearer to the front wall on any side of any house than fifty (50) percent of the distance between the rear wall of the house on that side to the front wall of the house on that side. On corner lots, no fence that faces a side yard shall be permitted to extend past the rear wall of the house toward the front wall, nor past the side yard set back requirements. No fence shall be permitted between the front wall of the structure and the adjoining street or across the front yard. No fence shall extend more than eighty (80) percent of the distance from the rear of the dwelling to the rear Lot line, such provision to prevent creation of an alley with no maintenance or care.

Section 18: Sight-Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and twelve (12) feet above the roadway shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the street Property lines and a line connecting them at points 15 feet from the intersection of the street Property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersections of a street Property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections. No boundary hedge or shrubbery will be permitted along the sides or front edge of any front yard with a height greater than two and one-half (2 1/2) feet. The height or elevation of any hedge or shrubbery shall be measured from the existing elevations of the Property at or along the applicable point or lines.

Section 19: Recreational Vehicles. Recreational vehicles such as travel trailers, campers, motor homes, boats, boat trailers, permanent tents or similar structures may not be housed or located on any Lot except in a closed garage. Nor shall they be parked, kept, maintained or repaired upon any Property or street (public or private) within North Terra Subdivision First Addition in such a manner as will be visible from Neighboring Property. Provided, however, that the provisions of this paragraph shall not apply to emergency repairs, maintenance or cleaning.

Section 20: Street Use. No trucks (larger than 3/4 ton) or mobile homes and no commercial type vehicles shall be stored or parked on any Lot except while parked in a closed garage, nor parked on any residential street in the subdivision except while engaged in transporting to and from a residence in the subdivision.

Section 21: Parking. Cars, motorcycles, or any other type of motorized vehicle not previously mentioned in these restrictive covenants may be parked only on paved driveways. No such motorized vehicle may be parked, either temporarily or permanently in a yard or street.

Section 22: Motor Vehicles--Excessive Noise. If the Developer determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Properties, such motor vehicle is a nuisance and said operation, upon notice by the Developer to the Owner or operator thereof, shall be prohibited within the Properties.

Section 23: Temporary Structures. No structure of a temporary character: trailer, tent, shack, basement, garage, barn, mobile home, motor home, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or storage facilities approved by the Architectural Committee and used exclusively in connection with the construction of any improvements. Temporary buildings or structures used during the construction of any improvements on any such Property shall be removed immediately after the completion of construction.

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Section 24: Garbage And Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 25: Maintenance Of Lawns And Plantings. Each Owner of a Lot shall be required to hydromulch or sod the front yard prior to occupancy. Further each Owner shall keep all shrubs, trees, grass and plantings neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. All equipment used for such maintenance shall be housed at all times when not in use. In the event that any Owner fails to maintain his lawn or plantings as provided herein, the Developer, or its agents, may enter upon said Lot and may do so, and the Owner shall reimburse the Developer for its cost, upon demand. The Developer may enforce collection of said expenses in the same manner as set forth in Article IV, Section 41 and 42.

Section 26: Mailboxes. Mailboxes, for the delivery of mail, shall be provided by the U.S. Post Office and shall be placed at points convenient to Owner or Owners.

Section 27: Playground Equipment And Pools. Permanent or temporary playground equipment and above ground or wading pools shall not be erected, placed or maintained on any Lot within North Terra Subdivision First Addition unless they are erected, placed or maintained exclusively within the confines of a privacy fence constructed as set forth in Article IV, Section 17.

Section 28: No Lot shall be used except for residential purposes. Not more than one (1) dwelling house shall be constructed on any one Lot and each dwelling house shall be designed for and used as a Single Family Residence. No dwelling, outbuilding, fence or wall shall be erected, placed or altered on any Lot until the construction plans, elevation drawings, specifications and the plot plan showing the location of the structure on the Lot, have been approved by the Architectural Committee.

Section 29: Commencement Of Construction. Upon the conveyance by the Developer of any Lots in North Terra Subdivision First Addition, Owners shall within three (3) months from the date thereof commence construction of improvements; and if the Owner fails to comply with said requirement, the Developer shall have the option to repurchase any such Lot for a sum equal to the original purchase price at the time of sale by said Developer less ten (10) percent to cover Realtor commissions, advertising costs and any other expenses Developer may have incurred.

Section 30: Completion Of Construction. A structure shall be completed and habitable within twelve (12) months after commencement of construction. In the event of fire, windstorm or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 31: Location Of Dwelling. All dwellings shall be located forty (40) feet from the front Lot line and not any closer than twenty five (25) feet to any side Lot line. No structures shall be any nearer to rear Lot line than twenty five (25) feet. Corner Lots that intersect both streets shall have a front Lot of forty (40) feet and side yard a minimum of thirty (30) feet. All building locations shall be centered, as much as possible, within the boundary lines of each Lot and such location must be approved by the Architectural Committee.

Section 32: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures. No dwelling shall be erected, altered, placed or permitted to remain on any Lot, exclusive of previous exceptions, other than one detached Single Family dwelling not to exceed two (2) stories in height. Each dwelling shall have a private enclosed garage for a minimum of two (2) standard vehicles and a maximum of three (3) vehicles. No garage shall be constructed except as an integral part of the residence it is intended to serve. Each garage to be attached to the residence by the same roof or roofline. No walkway or breezeway shall be more than sixteen (16) feet from residence to garage. No one story dwelling shall be constructed with a fully enclosed first floor area of less than (1800) square feet exclusive of garage, terraces and open porches. No one and one-half story building shall be constructed with a fully enclosed first floor area of less than (1600) sq. ft. exclusive of garage, terraces and open porches. No two story or higher building shall be constructed with a fully enclosed first floor area of less than (1600) sq. ft., exclusive of garage, terraces and open porches. The dwelling shall not exceed a total of (3500) sq. ft. exclusive of garage, terraces and open porches. Ground level main entrance area shall be deemed first floor. There will be no basement or earth homes permitted in this subdivision.

Section 33: Exterior Composition. Dwelling shall be constructed of one hundred (100) percent brick with the exception of soffits, fascia and gable ends.

Section 34: Driveways. All dwellings shall have a paved driveway of stable and permanent construction of concrete with a minimum of four (4) inches over four (4) inches of compacted base material, which driveway shall extend from street or existing curb to garage door. All driveways constructed for two (2) car garages shall have a minimum width of twenty (20) feet and a maximum width of twenty six (26) feet. Those driveways for the three (3) car garages shall have a minimum width of thirty (30) feet and a maximum width of thirty six (36) feet.

Section 35: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 36: Roofs. All roofs shall have an exterior surface which shall be approved by the Architectural Committee, in its discretion. Roofs may be of asphalt composition with a minimum 7/12 pitch. The Architectural Committee shall have final approval as to material and colors to assure harmony of exterior design and composition with existing structures within the North Terra Subdivision First Addition.

Section 37: Improvements and Alterations. No building, fence wall, residence or other structure shall be commenced, erected, improved or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a Single Family structure shall not be painted or changed in any manner without the prior written approval of the Architectural Committee.

Section 38: Repair Of Buildings. No building, structure or fence upon any Lot within North Terra Subdivision First Addition shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 39: Soil Removal. Soil may not be removed from the subdivision without the consent of Developer.

Section 40: Sewer Lines. Owners and purchasers of North Terra Subdivision First Addition understand and agree that gravity sanitary sewer lines are available in this development and agree to connect to the sanitary sewer system.

Section 41: Remedies. In the event that an Owner (or Owner's builder, contractor, guest, invitee, licensee, tenant, lessee, family member, agent or employee), shall violate, or permit to be violated, any of the provisions set forth in this Declaration, Developers shall cause to be delivered to said Owner a written Notice of Violation. Said notice of violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Developer shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Developer shall incur expenses, including reasonable attorneys' fees, in connection with the process of removing and/or terminating said violation, (hereinafter referred to in Section 41, 42, and 43 as the "remedial amount"), the collection of the Remedial Amount so incurred may be effected in the manner provided in Article IV, Section 42.

For purposes of administering this Section, the determination of whether a violation has been, or is being committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Developer after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

Section 42: Enforcement.

(a) Suit. The Developer may cause a suit at law to be commenced and maintained in the name of the Developer against any Owner to enforce the provisions set forth in this Declaration. Any judgment rendered in any such action shall include the Remedial Amount, together with interest thereon at the rate of eighteen (18) percent per annum from the date the Developers incurred such Remedial Amount, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.

(b) Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within North Terra Subdivision First Addition to secure payment to the Developer of any Remedial Amount. At any time after the occurrence of any violation of the provisions set forth in this Declaration, Developer or any authorized representative, shall make a written demand for payment to the defaulting Owner on behalf of the Developer. Said demand shall state the source of, date and the amount of the Remedial Amount. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand of claim of lien. If such Remedial Amount is not paid within ten (10) days after delivery of such demand, the Developer may elect to file such Claim or lien on behalf of the Developer against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any agent of the Developer, and shall contain substantially the following information:

- (i) The name of the delinquent Owner;
- (ii) The legal description and street address of the Lot against which the claim of lien is made;
- (iii) The total amount claimed to be due and owing for the remedial amount, interest thereon, collection costs and reasonable attorneys' fees;
- (iv) That the claim of lien is made by the Developer pursuant to the North Terra Subdivision First Addition Declaration; and
- (v) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Developer as a lien upon the Lot for which such Remedial Amount was due. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 43. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Developer and shall be for the benefit of the Developer. The Developer shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner in North Terra Subdivision First Addition, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 43: Subordination of the Lien to Mortgages. The lien provided for in Article IV, Section 42 shall be subordinate to the lien of any first mortgage. The Sale or transfer of any Lot shall not affect said lien.

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ARTICLE V GENERAL PROVISIONS

Section 1: Enforcement. The Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. Failure by the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless otherwise modified or terminated by amendment as herein provided.

(b) This Declaration may be amended in whole or in part at any time within five (5) years from the date of recordation of same by an instrument in writing executed by Developer, it's successors or assigns.

(c) This Declaration may be amended at the end of the above mentioned five-year period by an instrument in writing executed by the Developer, with the approval of a majority of the Owners.

(d) No amendment shall be effective until it is recorded in the deed records of Howell County, Missouri.

Section 4: Violations And Nuisances. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be Nuisance and may be enjoined or abated, whether or not the Relief sought is for negative or affirmative action by developer and any Owner or Owners of Lots within North Terra Subdivision First Addition. However, any other provision to the contrary notwithstanding, only the Developer, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5: Violation Of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any Property with North Terra Subdivision First Addition is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 6: Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other document relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered the day after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

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- (a) If to the Architectural Committee, to James E. North, P O Box 57, West Plains, Missouri, 65775.
- (b) If to an Owner, to the address of any Lot within North Terra Subdivision, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Developer.
- (c) If to the Developer, James E. North, P O Box 57, West Plains, Missouri, 65775.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Developer. Each Owner of a Lot shall file the correct mailing address of such Owner with the Developer, and shall promptly notify the Developer in writing of any subsequent change of address.

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representative, successors, transfers and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS WHEREOF, the undersigned Developers have caused this instrument to be executed on this 16th day of October, 1992.

Notary Seal,

James E. North
James E. North

Judy B. North
Judy B. North

On this 16th day of October 1992 before me, the undersigned Notary Public, personally appeared James E. North and Judy B. North, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal at my office in West Plains, Missouri, County of Howell, the day and year first above written.

My Commission Expires Feb 1, 1995

Lisa Renee North
LISA RENEE NORTH

el-2185

5812-92

STATE OF MISSOURI } ss
County of Howell }

Fern Freeman Welker, Circuit Clerk
and Ex. Off. Recorder of Deeds in
and for said County and State,
hereby certify that the within
instrument of writing was filed for
record in my office NOV 10 1892
at 2:20 p.m. and is duly recorded in
CAB. B. Vol. 4 at page 5812-92

Witness my hand and official seal at
West Plains, Mo., on date aforesaid.

FERN FREEMAN WELKER

Circuit Clerk and Ex. Officer Recorder of Deeds

By Ruby Mayfield D.C.
Ruby Mayfield

RECORDING FEE \$6.00

STATE TAXES FEE 4.00

TOTAL 60.00

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Seal

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Ed north

P.O. Box 87

West Plains, Mo

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