

Chevron  
573.372  
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## Declaration of Covenants

This Declaration of Covenants and beneficial restrictions is hereby incorporated into each deed of conveyance and shall run with the land and shall be binding upon said buyers, owners, tenants and their assigns or heirs. These covenants shall be renewed and re-impressed by the Declarant, or its assigns, as may be required by Missouri law from time to time. The real estate subjected to these Covenants is that same real estate conveyed by Rose L. Uptegrove to William M. & Catherine E. Wolfe and recorded 05/26/94 in Book 424 at Page 306 in Morgan Co., then from William M. & Catherine E. Wolfe to Chevron/Sierra Land Co., L.L.C. (Declarant) being part of Section 28, Township 41 North, Range 18 West in Morgan County, Missouri and of record in the Office of the Recorder of Deeds in Versailles, Missouri.

*{340 Covenants}*

- A. **Nuisance** – No noxious, offensive or illegal activities that would violate the peace, quiet and enjoyment of neighbors is permitted upon any tract, nor shall anything be done which would be offensive or annoying to the neighborhood.
- B. **Pets** – Domestic or household pets are allowed provided they are properly restrained and maintained in such manner and numbers so as not to be a threat or nuisance to the neighbors or neighborhood.  
*Absolutely no swine or vicious & dangerous animals are permitted.*
- C. **Trash** – No rubbish, waste, trash, debris, junk or refuse may be placed upon and allowed to accumulate upon any tract, roadway or common area. Each landowner must assume responsibility for his/her own garbage and trash removal.
- D. **Lagoons** – Raw sewage lagoons, or the dumping of raw sewage on the ground, or in a body of water, is expressly prohibited.
- E. **Unlicensed vehicles** – No junk or abandoned vehicle of any type or nature shall be allowed to remain on any lot. All camping, recreational and other vehicles must be properly licensed, tagged and insured at all times. Violation of this covenant is enforceable as described in paragraph P below.
- F. **Commercial Activity** – The conducting of commercial activity upon said tract, or tracts, without the expressed written consent of the Declarant, its heirs or assigns, is strictly prohibited.
- G. **Signs** – No signs of any kind, except directional and informational signs of the Declarant or Owners Association and approved personalized name signs of property owners, shall be placed or maintained upon any tract.
- H. **Tree Removal** – Until such time as the debt on the Contract for Deed or the Trust Deed is satisfied in full, the removal of trees for any purpose, other than that which is necessary for driveways or home sites, is expressly prohibited without the written consent of the Declarant.

- I. **Easements & Setbacks** – The easement for drainage, utilities, etc., is fifteen feet (15') along each line of every lot. The Declarant reserves unto itself the right to grant such easements to utility companies and others for the purposes required by the community. All residences and ancillary buildings are restricted from being erected, constructed or placed within fifty feet (50') of any roadway.
- J. **Driveways, Roads & Culverts** - Driveway culverts are to be of metal or concrete and a minimum of 15" in diameter. All driveways shall be constructed in such manner as not to impede the flow of storm water runoff in any roadway ditch, i.e., the utilization of culverts where necessary and appropriate shall be required to accomplish this purpose. No Grantee, without written approval of the Declarant, may construct any roadway or right-of-way for the purpose of providing vehicular ingress and egress to any adjoining non-subject real property.
- K. **Camping** – Camping is permitted on all lots for a maximum of one-hundred, twenty (120) days annually provided that no camping trailer, camping vehicle, recreational vehicle, travel trailer, tent, or any camping accoutrements shall be allowed to remain on said lot when not camping unless parked at, or utilized at, a location on said lot at least one-hundred feet (100') back from the roadways or rights-of-way or parked at an approved complete residence. Camping of any nature or type shall not be permitted within two-hundred, fifty feet (250') of State Highway 135. Absolutely no converted buses or other homemade recreational vehicle shall be allowed at any time.
- L. **Homes & Buildings** – All homes, if and when built, constructed, or placed upon the real property, must have a minimum size of 700 sq. ft. under roof exclusive of basements, porches, patios, decks, garages and second stories. The exterior construction must be completed within one year of commencement of construction. No sub-standard temporary residence, shack, or makeshift building is allowed. All cabins, lodges or homes shall have a standard pier or a full foundation and exteriors of any combination of natural or properly treated or stained wood, vinyl siding, brick, stone or glass. All ancillary buildings, such as tool and storage sheds, garages and barns, whether erected prior to, in conjunction with, or subsequent to the construction or erection of a residence, shall conform to the exterior standards stated above in this paragraph. All mobile homes must be no older than 7 years at the time of placement unless a written waiver is obtained from the Declarant. Singlewide mobile homes are not allowed to be placed on any lot fronting on State Highway 135. Singlewide mobile homes when placed elsewhere (where allowed herein), shall be properly maintained, skirted and tied-down in accordance with the recommendations of the National Association of Mobile Home Manufacturers. All residences and ancillary buildings are restricted from being erected, constructed or placed within fifty feet (50') of any roadway. Only one residence per three-acre lot is permitted.
- M. **Re-subdivision** – Re-subdivision by Grantees is allowed provided that no lot is subdivided into parcels smaller than three (3) acres in size. If such re-subdivision by Grantee or subsequent assign in the chain of title takes place, tracts created thereby are subject to all the provisions of these covenants. As stated in the paragraph above, only one residence per three-acre lot is allowed.
- N. **Ingress & Egress** – The Declarant hereby grants to the Grantee(s), his/her/their guests and assigns, the right of ingress and egress over all roads to and from State Road #135 and County Road(s).
- O. **Assessments & POA** – Each purchaser or assign hereunder agrees to abide by and perform these covenants and to pay an annual road and maintenance fee of \$10.00 per acre owned per year with the minimum fee being \$60.00 and the maximum being \$100.00. Those property owners whose tract adjoins only a county or state maintained road pay no maintenance fee and shall not be included in any association decisions regarding road maintenance. Said fee shall be used to maintain the roads and to enhance the beauty, safety, and security of the subject real property. The said annual fee, to which the Declarant is not subject, may not be increased by more than 5% per year and without the consent of the Declarant, or at least two-thirds of the owners present and voting at an annual meeting of the legally organized Property Owners Association. Each owner in good standing shall have the right of one vote regardless of the total acreage owned by that owner and irrespective of the number of owners per lot or tract. In any case, only one vote per lot is allowed. With respect to the powers and rights of the Owners herein enumerated, all substantive decisions of the Association (except as specified above and in paragraph R below) shall require a simple majority vote of the owners. If balloting by mail, a simple majority of those eligible owners casting ballots shall prevail. If voting at a duly convened Association meeting, a majority vote by those eligible owners present and voting shall prevail. In no case shall proxies or voting by others be allowed.
- P. **Violations and Enforcement** – The continuing violations of these Covenants (two or more notices) shall constitute authority by the Declarant, or assigns, to levee an enforceable fine of \$500 per violation, plus any costs of clean-up or remediation by the Declarant or assigns. Failure to pay any fees or costs recited herein,

or the continued violation of these Covenants after attempted notice by Certified Mail at the owners last known address, shall constitute a lien upon said tract and the Declarant, or assigns, shall be entitled to the right to foreclose or otherwise enforce said lien, provided by Missouri Law with respect to foreclosure, enforcement of deed covenants or enforcement of a Deed of Trust or other real property lien. In such case of failure to pay fees, fines or costs, said lien shall accrue interest at the rate of twelve percent (12%) per annum from the date of notice of violation. Any failure to enforce any of these Covenants shall not constitute a waiver to do so thereafter.

- Q. Resale** – Contract owners and Grantees hereunder may, with the written permission of Declarant, contract to resell, or in fact resell their tract(s), provided that any such sale or conveyance which may occur prior to payment in full of any purchase contract or Trust Deed obligation (full satisfaction of contract of sale) be satisfied in full, or, alternatively, by assignment to Declarant or its assigns, of all proceeds from such sale (deposits, down payments, installment payments) received from any such third party purchasers until such time as initial Buyer's monetary obligations have been met. All rights and obligations contained in these Covenants shall inure to the benefit of and bind any future or subsequent Grantee(s).
- R. Modification** – The Declarant, or lot owners by a two-thirds majority vote at a legally convened Property Owners Association meeting, are hereby empowered to change, modify, amend and/or interpret these Covenants, provided such modification, amendment or interpretation is executed and recorded in the Recorders Office of Morgan County, Missouri by the Declarant or its legal heirs or assigns.
- S. Governmental Mandates** – If any governmental agency or authority provides, or requires to be provided, either paved access road(s), central water system(s), or central sewer system(s) designed to serve the subject real estate, then in such case(s), each property owner (for each lot owned) shall share pro-rata in the cost(s) of such improvements.
- T. Hold Harmless** – All purchasers, contract land owners, prospective Grantees, Grantees, their families, guests and assigns hold the Declarant (its employees, and agents, as well as all land owners who may hold title to any of the subject real estate) harmless with respect to any accident, injury or other misfortune which might befall any of them as a result of any act of nature or of God, or as the result of any negligence or contributory negligence on their own part or on the part of others.
- U. Definitions** – The terms "tract" or "lot" are interchangeable and, when used herein, shall be construed to mean any lot, parcel, acreage or other unit of land measurement as the context may require. Singular and plural forms herein are used interchangeably, as are forms of gender and person. "Declarant" herein is defined as the Grantor causing these Covenants to be affixed with, and made a part of, the several and various contracts for deed and Deed(s) of conveyance to be recorded with the Office of Recorder of Deeds in Morgan County, Missouri. Beneficial contract owner(s) or purchaser(s) of real estate subject hereto have entered into separate writings confirming the fact that they have received, read, understand and agreed to abide by these Covenants.
- V. Judicial Decree** – The determination of any court of competent jurisdiction that any of these provisions are unlawful shall not affect the validity of any other of these provisions.

Amended & Revised June 1, 2011