

**EASEMENTS, COVENANTS AND RESTRICTIONS  
SPRING HOUSE MEADOWS, L.L.C.**

Whereas, SPRING HOUSE MEADOWS, L.L.C., (Developer), by and among FRED W. HORSTMAN as TRUSTEE of THE FRED W. HORSTMAN REVOCABLE LIVING TRUST DATED JANUARY 30, 1993, and JUANITA E. HORSTMAN as TRUSTEE of THE JUANITA E. HORSTMAN REVOCABLE LIVING TRUST DATED JANUARY 30, 1993; and MERRELL M. GRAVES and MYRTLE D. GRAVES, has caused to be surveyed and platted a certain subdivision within Lincoln County, Missouri, as recorded in Plat Book 13 Page 40 of the Lincoln County Recorders Office, being more particularly described on Exhibit A attached hereto, known as Spring House Meadows.

Whereas, the Developer intends to develop and improve said above described tract of land and open up and lay out the streets shown on said plat and offer for sale the lots and other parcels of land included in said tract, and is desirous of subjecting all of said tract of land and the lots and parcels shown on said plat to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set out.

Whereas, Developer desires for Developer's benefit and the benefit of all now and subsequent Lot Owners in the aforesaid Spring House Meadows (Subdivision) to impose certain easements, covenants and restrictions, (Restrictions) the same to run with the land and bind all Lots and Lot Owners, their heirs, personal representatives, successors and assigns, in the Subdivision.

Now, Therefore, This Indenture Witnesseth, That the Developer does hereby impose and charge all lots, blocks or parcels of the above described property, with certain exception, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out.

1. **Land Use and Building Type.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories or thirty-five (35) feet in height and a detached private garage either siding or brick complimentary to the residence and for not more than three cars. No building or structure, except fences, may be erected on any lot within ten (10) feet of any lot boundary line or the boundary line of any right of way, street or roadway or easement. No building may be erected with a flat roof nor shall any mobile home or modular home be erected on any lot.

The word "Lot" as used in this Indenture is intended to mean any piece or parcel of land on which, in accordance with the provisions hereof, or of any deed from the Developer hereafter transferring title thereto, there shall be erected thereon, or the owner shall have the right to erect thereon a single family residence.

2. **Dwelling Quality and Size.** All residence buildings erected on any lot shall have a minimum total floor area of the main structure, exclusive of one-story open porches and garages of One Thousand Five Hundred (1,500) square feet, and for a dwelling of more than one story the main floor shall not be less than One Thousand Two Hundred (1,200) square feet. No "earth" homes will be permitted. Foundations must be continuous and poured concrete. Residence buildings and garage exteriors must be constructed of new materials. Each lot must contain off-street parking, adequate to accommodate reasonable use for residential purposes. Artificial or composition brick siding, rolled roofing, tar pape, and other building materials which are unsightly shall not be used on any exposed exterior portion of any building. All fencing must be approved by the Property Committee before being installed.

The committee described in Paragraph 13 below, shall in all cases have the right to say and determine which are the front, side and rear lines of any lot, and also the amount of setback from said lines necessary to conform to the requirements hereof, and the Committee's judgment and determination thereon shall be final and binding.

Construction of the outside of all residence buildings shall be completed within six (6) months after construction begins and before the residence is occupied. Every driveway onto any lot shall

be constructed and maintained with a paved apron constructed of asphalt or concrete extending at least thirty (30) feet from the centerline of road right-of-way.

3. **Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than fifty (50) feet to the front lot line. No building shall be located nearer than ten (10) feet to an interior lot line or nearer than twenty (20) feet to the rear lot line, except that uncovered patio, porch and terraces may be placed five (5) feet from a side lot line and three (3) feet from a rear lot line. For the purposes of this covenant eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

In addition to a residential building, one other building may be erected on each lot. Such buildings shall be ancillary to or complimentary of the residential use of the lot.

4. **Lot Subdivision Forbidden.** No platted lot shall be subdivided. A platted lot shall not be deemed subdivided if it is partitioned by agreement between two or more adjoining Lot Owners, provided that such lot, once partitioned, shall no longer constitute or be identified as a separate and distinct lot rather, the entire adjoining lot, together with the partitioned lot part added, shall thereafter constitute and be identified as one lot to take the number of the full lot as initially platted. Once partitioned, all assessments for the lot so partitioned shall be permanently waived and no Lot Owner shall be entitled to any vote because of the ownership of any part of the partitioned lot. An owner of two or more contiguous platted lots may locate or situate a building encroaching upon, over or without any common building line. All contiguous platted lots under a common ownership shall for the purposes of these restrictions be construed as one (1) lot, except that when more than one residence is constructed on said contiguous lots, then said contiguous lots shall be construed as one (1) lot per residence provided that in no case shall the number of residences exceed the number of contiguous platted lots as defined in paragraph One above.

5. **Easements.** Easements, if any, for streets, roadways and the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Easements and rights of way for access and utility purposes and functions are hereby expressly reserved to the Developer, its successors and assigns, all as more particularly shown on the plat referred to hereinabove.

Such easements may be used as Private Ways for access to remote areas or for the location of underground electric or communication cables, storm drainage, or sanitary sewers, pipe lines for supplying gas, water or heat, including mains, service pipes, and equipment, electric or telephone poles and lines, and wires may be strung between such poles and to any building from the nearest pole thereto. Where necessary, anchors for such poles may be placed not more than 10 feet inside of lot lines.

The purchaser shall at his own cost and expense keep and preserve that portion of the easement and right of way within his own property line at all times in a good condition of repair and maintenance and neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction and patrolling of any of the utility services located therein.

The Developer, its successors or assigns, or any utility company with facilities located within said easements shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved, including the right to trim, top or cut down trees adjacent to the electric or telephone lines to provide for ample clearance.

6. **Nuisances.** 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. Streets and roadways may not be used regularly for the parking or standing of vehicles.

No Lot Owner may transport or permit waste, garbages, deleterious materials, refuse, debris, or discarded materials to or accumulate on any lot. All such materials shall be promptly removed from any lot at the expense of the Lot Owner. All lots must be kept clean and sanitary. No lots shall be used as a storage place for any salvage material nor shall any dismantling or repair of any vehicle or other personal property be permitted on any lot, unless performed inconspicuously and inside a building.

Residence buildings, other buildings and all structures must be kept and maintained in good order and repair and in such a manner so as to reasonably avoid deterioration.

7. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. **Signs.** No sign of any kind shall be displayed to the public view on any lot except on "For Sale" sign may be placed in a conspicuous space on a lot while the lot is actually listed for sale or is actually for sale.

9. **Activities.** Lots shall be used only for residential purposes. Activities on or from lots and the buildings thereon which produce revenues shall not be deemed a violation of 'residential purposes' provided that such activities do not manifest an open and notorious commercial business conduct. No lot nor any building shall be used for any illegal or unlawful purpose. No residential buildings, other buildings, nor any portion of any lot, may be used for heavy manufacturing or heavy industrial purposes. Storage or repair of any broken-down commercial vehicle, commercial trailers, heavy machinery or trailers used for commercial purposes will not be permitted on any lot.

10. **Livestock and Poultry.** No animals, livestock, split-hoof animals or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Also excepting that up to two horses, (4 horses on Lot 16 and Lot 17, being 6 acre lots), may be kept on any lot and foals under the age of 1 year shall be exempted from said count.

11. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**12. Property Committee.** As soon as there shall have been 5 of the single family residences in Spring House Meadows occupied by home owners, the Developer, its successors or assigns, shall select two home purchasers to serve along with the Developer on a three-member Committee, hereafter often called Committee. The Committee shall exercise those duties and functions set forth in this Indenture as applicable to said Committee.

Until the formation of such Committee, the Developer alone shall constitute such Committee and act for such Committee as herein provided.

The two home owner Committeemen shall not serve for longer than a two-year term. Any and all vacancies on the Committee may be filled by a vote of the majority of the remaining members.

The Committee shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions of this Indenture.

The Property Committee may adopt By-Laws and Rules and Regulations for the governing of the Committee inclusive of, but not limited to, Rules and Regulations concerning elections, terms of office and officers. By-Laws and Rules and Regulations adopted by the Property Committee shall be limited by these Restrictions. The Property Committee shall provide for regular elections or replacement Committee members with election no less frequently than every two (2) years. In all elections each Lot owner shall be entitled to one (1) vote for each lot owned. Lot Owners may vote by mail or by proxy if proxies are received prior to the convening of the meeting.

No building (additions or accessory), fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, floor plans, location and approximate cost of such structure shall have been submitted to and approved in writing by the Committee.

In the event said Committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection of such building, or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Prior to beginning to serve, the Committee members (including the Developer) shall accept each of the trusts, duties and obligations imposed upon it by this Indenture, and agree to discharge the same without charge for their services.

**13. Term.** These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of 25 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless, by a vote of a three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of said 25 year period and filed of record in said County, it is agreed to amend or release same.

The names or signatures of all record owners must appear on the extension.

The extension shall be of these covenants as now set out unless, by voting a three-fourths (3/4) majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Any such change in the provisions of this Indenture shall be evidenced by the recording in the Recorder of Deeds for Lincoln County, Missouri, of an instrument in writing executed by a 3/4 majority of the then owners of the lots stipulating what said changes are.

14. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation.

If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

The failure by any land owner to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

15. Severability. 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.

Invalidation of any one or any part of these restrictions by judgment or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

If any provisions of this Indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Indenture or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

In Witness Whereof, the Developer has executed these presents on the 13<sup>th</sup> day of June 2000.

SPRING HOUSE MEADOWS, L.L.C.  
By all of its Members:

Fred W. Horstman  
FRED W. HORSTMAN, TRUSTEE OF  
THE FRED W. HORSTMAN REVOCABLE  
LIVING TRUST DATED  
JANUARY 30, 1993

Juanita E. Horstman  
JUANITA E. HORSTMAN, TRUSTEE OF  
THE JUANITA E. HORSTMAN REVOCABLE  
LIVING TRUST DATED  
JANUARY 30, 1993

Merrell M. Graves  
MERRELL M. GRAVES

Myrtle D. Graves  
MYRTLE D. GRAVES