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RIVER OAKS ESTATES PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date hereof and said covenants shall be automatically extended for periods of ten (10) years thereafter unless an instrument in writing signed by the owners of a majority of the nine (9) tracts shall be filed in the Greene County Recorder's office on or before the beginning of each successive ten (10) year period which agreement shall provide for change or modifications of said covenants.

The restrictions governing these nine (9) tracts are as follows:

1. None of the lots shall be used for commercial or industrial purposes and shall be used only for single family residential purposes.
2. No building, garage, carport, shed, barn, doghouse, well house, wall, fence, clothesline or other structure or improvement of any kind, nor any addition thereto, shall be commenced or placed on any lot until the plans and specifications for said improvements, including the location of said improvement on the lot, shall have been submitted to and approved by the Design Committee. After such plans and specifications are approved, such building or improvements shall be constructed in strict conformity with the plans and specifications as approved. If the structures or improvements are not completed within twelve (12) months from the date of the Committee approval, such approval shall expire and the plans and specifications must be re-submitted, in which case the new approval may specify a time limit for completion. In the event that the Committee shall not approve or reject or make objection to said plans within a period of thirty (30) days after submission to the Committee, then the plans and specifications shall be deemed to have been approved.
3. Commencement of continued construction for principal residence to completion, must be commenced within two (2) years from the date of the purchase of a tract. (Except lot 1.)
4. All dwellings shall be landscaped within six (6) months after completion. Landscaping and lawns must be kept trim and neat. Also the area from the right-of-way line to the street pavement shall be mowed and kept neat.
5. No trailer, motor home, mobile home, basement, tent, garage, barn, or temporary structure shall be used at any time as a residence either permanently or temporarily.
6. The Design Committee shall initially consist of Larry D. Skelley and Jo Ellen Skelley, his wife, as developers, who may appoint up to two additional members. Members of this committee shall not be held personally responsible. When all tracts have been built upon, or if the Design Committee shall resign without designating a successor or successors, thereafter committee members shall be elected for three-year terms by a vote of the owners of the nine (9) tracts, each owner or owners having one vote per building tract owned for each committee member, and the three persons having the highest number of votes shall be selected as the three members of the committee.
7. All dwellings shall be of a single-family design. No dwelling shall be constructed with less than the following square footage:
 - A. Single-level dwelling minimum of two thousand four hundred (2400) square feet.
 - B. Multi-level dwelling minimum of two thousand two hundred (2200) square feet at ground level. On the upper level a minimum of six hundred (600) square feet. On the lower level (basement) a minimum of two thousand (2,000) square feet.
8. All structures shall be designed to fit the lot with the best judgment with the size to conform to and harmonize with existing structures and approved by the developer.

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10. All exterior residential structures shall be brick, stone or masonry; the roof shall conform with the design of the home and approved by the developer. There shall be no three-tab smooth shingles. The roof shall have not less than and eight/ twelve (8/12) slope.

11. All residential structures shall be constructed with an enclosed garage designed to accommodate at least three (3) cars.

12. All drives shall be asphalt or concrete.

13. Mail box design material shall be approved by the developer.

14. No fence or hedge shall be permitted between front wall of residential structure and the adjoining street or across the front yard.

15. Trash service shall be used. There shall be no open burning of trash nor shall trash be permitted to be piled in the yard.

16. No livestock (except as hereinafter provided), pigs, goats, chickens, poultry, fowl, or animals of any kind shall be raised or kept on any tract; however, dogs, cats, or other similar household pets may be kept, and a total of four livestock, cattle or horses provided such animals are not kept, fed, or used for any commercial purpose. Such pets shall be kept so as not to become a nuisance to or endanger the property or persons living on one of the nine (9) tracts. Pets are not allowed to run free in the neighborhood.

17. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any lot without the prior written consent of the developer; however, this shall not preclude the use of advertising signs indicating property being for sale. "For Sale" signs are to be not more than five (5) feet square in size. Nothing herein shall prevent the developers from erecting a for sale and advertising sign until all tracts have been sold.

18. Buses, motor homes, mobile homes, trailers, trucks larger than three-quarter ton, or off-road vehicles may not be parked on the roadway or driveway, or in the yards of any tract except on side area or rear area of the tract so as to not create an unattractive or unsightly appearance to any of the other nine (9) tracts. During development and construction of a dwelling upon said tract, trucks, trailers, and other vehicles may be located on a tract during the period of construction; but such vehicles shall be promptly removed upon completion of such construction. No such vehicles shall be parked overnight on the driveway or in the front or side yard of the tract so as to be visible from the roadway for periods in excess of seventy-two (72) hours. No motor vehicle shall be parked, unmoved, for more than thirty (30) days.

19. In the event of partial or total destruction of a dwelling, garage, outbuilding, or other structure located upon any tract by fire, explosion, or Act of God, the owner together with the mortgage holder, if any, shall be responsible for cleaning and clearing of the property so damaged or destroyed within sixty (60) days after such damage or destruction. In the event that cleanup and removal of debris has not been completed within that time, the owners of other of said nine (9) tracts may individually, or collectively, cleanup and remove all debris resulting from such damage or destruction; and the cost thereof, shall be in lien against the tract.

20. No radio towers, two-way antennas or television antennas shall be installed or operated from any tract that is visible from the outside of the residence.

21. The developer reserves the right to install a pole light along the ingress-egress easement fronting lots 3 and 4, and to provide for electricity for said pole lights from the respective residence meter box of lots 3 and 4.

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22. If any tract owner or their heirs, personal representatives, successors, or assigns shall violate, or attempt to violate, any of these covenants or restrictions, it shall be lawful for any other person owning any of the other of said nine (9) tracts to institute such proceedings in law or in equity against the person or persons so violating said covenants and restrictions to either restrain or enjoin the violation and to thereby enforce these covenants or to recover damages for the violation thereof.

23. Invalidation of any one (1) of these covenants or restrictions by judgment, statute, or order of any court shall not in any way affect the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this _____ day of _____ 1996.

Larry D. Skelley

Jo Ellen Skelley

ACKNOWLEDGMENT OF HUSBAND AND WIFE

STATE OF MISSOURI)

COUNTY OF GREENE) SS.

On this _____ day of _____ 1996, before me personally appeared Larry D. Skelley and Jo Ellen Skelley, his wife, to me known to be persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

My commission expires _____

Notary Public