

DEED OF DEDICATION AND RESTRICTIONS

OF

BOOK 489 PAGE 348

OAKLAND RIDGE ESTATES

The undersigned, LARRY S. HARRELL AND CAROLYN S. HARRELL, husband and wife, being the owners of a tract of land located in Lincoln County, Missouri, described as follows, to-wit:

A 33.859 acre tract of land within part of the Southeast Quarter of Section 15, Township 49 North, Range 1 East of the 5th P.M. and being more particularly described as follows: Beginning at the South Quarter corner of Section 15; thence North 0° 15' 0" West 1803.41 feet to a point; thence South 89° 23' 30" East 1325.66 feet to a point; thence South 0° 08' 10" West 762.25 feet to a point; thence South 49° 08' 10" West 200.00 feet to a point; thence South 72° 18' 0" West 305.71 feet to a point; thence South 73° 16' 20" W. 375.0 ft. to a point; thence South 51° 02' 20" West 514.00 feet to a point; thence South 17° 06' 50" West 389.39 feet to the point of beginning. All as shown on a plat by Fitch and Associates.

which said parcel is depicted on a plat of same prepared by Donald B. Fitch, do by these presents prescribe for and impose upon the parcel of land described and platted, the following covenants, restrictions, and dedications:

1. No commercial use of any lot shall be permitted except that the dedicators hereof shall be permitted to advertise and sell the lots and tracts of ground herein described.
2. No structure other than a single family residence and incidental buildings usual to a single family residence may be constructed upon the lots or parcels of land contained in the property described. One mobile home to be used as a residence shall be allowed per lot. Any mobile home installed on any lot shall not be older than five years at the time of installation.
3. No lot or parcel of land may be divided or re-divided into lots or tracts of less than 3.00 acres. There shall be not more than one single family residence per tract and all residences and tracts shall conform to these restrictions.
4. 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 motor vehicles remaining on any lot or roadway longer than 15 days not in proper operating condition shall be hauled away at the owner's expense. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No junk car or cars for dismantling purposes shall be permitted and no area shall be used for general car repair.
5. No animals shall be permitted upon any lot except a household pet in the nature of a dog or cat, and not exceeding two in number, but riding horses shall be permitted provided that all manure be promptly disposed of and no offensive odors are permitted to arise and said horses must be kept inside a barn. No kennels shall be permitted in any event. Dogs and cats shall be restricted to owner's lot or tract and dogs or cats not so restricted may be destroyed.
6. No outbuildings shall be located within 50 feet of the roadway or front line of the lot or tract or within 16 feet of any side or rear line.
7. All streets and roadways as laid out upon the plat are reserved as private streets and roadways for the use and benefit of Lots No. 2, 3, 4, 5, 6, and 7, to the owners of same, their heirs and assigns forever.
The parties hereinabove named as landowners shall form an Association with all future landowners of said Lots two through seven for the maintenance of said roadway and levy an assessment against each of said lots Numbered 2 through 7. The beginning levy shall be the sum of \$60.00 per year for each vacant lot in said subdivision as numbered above and \$120.00 per year for each lot upon which is placed a residence, mobile home, or any type of residential property.
Each levy for maintenance shall be due and payable on the 1st day of June of each year.
The levy may be changed to meet higher costs as deemed by the Association. Each lot shall be entitled to one vote as to any changes made; in case of more than one owner per lot, there shall still be only one vote cast per lot.

Until such time that more than half of the lots are sold, Larry S. Harrell shall be the Chairman and Treasurer of the Association herein referred to and all payments shall be made to him. Simple majority shall rule in all voting.

8. All sewage systems installed on the premises shall meet the standards as set forth by the Lincoln County Planning and Zoning Board.

9. These restrictive covenants shall run with the land and continue for a period of ten years and shall continue perpetually thereafter unless abrogated or modified by the majority vote of the lot owners, which vote shall be established by the recording of a deed so declaring, executed by a majority of the lot owners.

Larry S. Harrell
Larry S. Harrell

Carolyn S. Harrell
Carolyn S. Harrell

STATE OF MISSOURI)
) SS.
COUNTY OF LINCOLN)

On this 31 day of March, 1989, before me personally appeared Larry S. Harrell, and Carolyn S. Harrell, his wife, to me known to be the 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 Troy, Missouri, the day and year first above written.



Janet A. Hager
Janet A. Hager - Notary Public



STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

MAY 16 1989

At 9 o'clock 15 Minutes A.M.
MELBA HOUSTON, Recorder.

STATE OF MISSOURI
County of Lincoln

I hereby certify that this instrument was
FILED FOR RECORD on 5-16 19 89
at 9 o'clock 15 min A M. and is
recorded in Book 489 Page 348.

MELBA HOUSTON
Recorder of Deeds

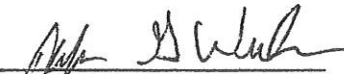
By Janet A. Hager Deputy

AMENDED RESTRICTIONS FOR OAKLAND RIDGE ESTATES

Comes now JOHN WEULE (President) and DAVID BEAUCHAMP (Treasurer) of Oakland Ridge Estates, do hereby amend the restrictions as recorded in Book 489, Page 348 as follows:

Item No. 7, paragraph No. 2: as of January 2006, the levy for road Maintenance shall be \$240.00 per year.

IN WITNESS WHEREOF, we have hereunto set our hands the 27 day Of April, 2007.


JOHN WEULE


DAVID BEAUCHAMP

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

On this 27 day of April, 2007, before me personally appeared JOHN WEULE AND DAVID BEAUCHAMP, to me known to be the 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, the day and year first above written.

My Commission Expires: 10-30-07


Notary Public



MARLA KUNTZ
NOTARY PUBLIC - STATE OF MISSOURI
LINCOLN COUNTY
MY COMMISSION EXPIRES OCT. 30, 2007