

UST/99W15191

RESTRICTIONS FOR TRUXTON FARMS SUBDIVISION

124 acres more or less being part of the Northwest Quarter of the Southeast Quarter and part of the West Half of the Northeast Quarter, all in Section 3 Township 47 North, Range 3 West of Warren County.

The above described property comprises Truxton Farms Subdivision and shall be subject to the following restrictions and provisions.

1. No subdividing creating a lot of less than 3 acres.
2. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuildings shall be used as a place of residence temporarily or permanently. One single family residence per lot of permanent construction. Minimum above ground living space of 1,500 square feet. Only one single family residence per lot. Construction of residence must be completed within 9 months of beginning.
3. No mobile homes, modular or prefabs. EXCEPTING the 42 acres more or less accessed from Township Line Road, being part of the West Half of the Northeast Quarter of Section 3, Township 47 North, Range 3 West of Warren County Mo. Mobile homes must be double-wide, new when installed and on a permanent foundation. Permanently attached to foundation consisting of concrete wall, basement or slab.
4. No animals, livestock, or poultry of any kind shall be raised, bred or kept for commercial purposes; no hogs are permitted.
5. Unlicensed motor vehicles other than construction or farm equipment shall not be operated on subdivision roads. Nor shall unlicensed drivers be permitted to operate motor vehicles on subdivision road.
6. No construction closer than 75 feet of the road easement or 50 feet to the property lines.
7. No unlicensed vehicles, salvage, dumping, or other visible storage which constitute a nuisance or annoyance to the neighborhood are permitted. Lot owners shall keep their lots mowed on a reasonable schedule.
8. Any vehicle larger than a standard size pickup truck, any boats, trailers, or other miscellaneous vehicles other than operating cars and pickups, must be parked to the rear of the residence.
9. Lot owners shall be assessed \$150.00 per year for road maintenance. This assessment is subject to change by a 60% majority vote of the lot owners. At the time of purchase, each owner becomes jointly responsible for the cost of maintenance, and for the cost of improvements on the road as originally constructed. Does not apply to lots not adjoining road.
10. Any lot owner who owns two or more connecting tracts will be considered a single lot owner entitled to one vote and may be assessed as only one lot, except the developer, who will have one vote and one assessment for each unsold lot.
11. Assessments are due within 30 days after notice. After the due date the assessments will bear a 10% per annum charge until paid, such assessment and interest shall constitute a lien upon said lot, said lien to be filed for record by the trustees.
12. These provisions may be revised by a 60% vote of the owners, one vote per lot owner.

13. Any owner who violates the restrictions may be subject to a suit for compliance by an individual owner at his own expense, or by the subdivision trustees, when so directed by a majority of owners at the expense of all lot owners.

14. The trustees will comprise of 3 in number and will be the governing body for the development. They shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants; and they shall be authorized to grant variances for unusual conditions. They shall collect and disburse assessments.

15. The first board of trustees shall consist of John Dickinson, Karen Dickinson and Phil Reid and shall serve until the first week of November, 1999. Afterwards a new board shall be elected for 3 year terms by the lot owners. The remaining trustees shall select a lot owner to fill any vacancy caused by resignation.

16. No road may be constructed or road easement granted connecting subdivision road to land outside the subdivision other than by the under signed developers.

IN WITNESS WHEREOF, the Owners have set their hand this 18th day of March, 1999.

Philip Reid
Philip Reid, member

STATE OF MISSOURI

ss. On this 18 day of March, 1999,
COUNTY OF MONTGOMERY before me personally appeared
PHILIP A. REID, MEMBER OF TRUXTON FARMS, L.L.C. A MISSOURI
LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE
LAWS OF THE STATE OF MISSOURI

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the foregoing instrument was signed on behalf of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Warren State of Missouri, the day and year first above written.

Notary Public - Notary Seal
STATE OF MISSOURI
WARREN COUNTY
MY COMMISSION EXP. SEPT 9, 2001

My term expires _____

Michelle G. Yee
Notary Public



RECORDED AND INDEXED

1913

STATE OF MISSOURI } ss. In Recorder's Office
County of Warren

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 18 day of March, 1999 at 7 o'clock 55 min. P. M. duly filed in this office for record, and the same is truly recorded in the records in this office in book 240 on page 320.
Witness my hand and official seal this 23 day of March.

By Mary A. Oliver JERRI JORDAN
DEPUTY RECORDER EX-OFFICIO RECORDER

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