

RESTRICTIONS FOR SUBDIVISION

Protective Covenants for
OTAHKI HILLS, a subdivision, I:II 111
being part of the South part
of the East half of Lot 3 of
the Northeast quarter of Section
3 of the Northwest quarter of
Section 2, all in Township 31
North, Range 14 East of the Fifth
Principal Meridian

PROTECTIVE COVENANTS
DATED _____
FILED _____
BOOK _____ PAGE _____

WHEREAS, John K. Holcomb, President, and Judith A. Holcomb, sec.,
owners of HOLCOMB FARMS DEVELOPMENT CO., have divided real estate
described above and have caused a plat of said subdivision to be
recorded in the office of Recorder of Deeds of Cape Girardeau
County, Missouri; and,

FIRST: It is the intention of HOLCOMB FARMS DEVELOPMENT CO.
that all of said SUBDIVISION shall be subject to the restrictions
which are hereafter set out, except where specific exceptions are
indicated in this indenture, and that all said lots when sold shall
be sold subject to said restrictions, which shall run with the land,
and shall be binding upon every owner of lots in said Subdivision in
the same manner as if said restrictions were set out in each contract
and conveyance of or concerning any lots or any part thereof. All
references to lots and streets hereinafter are to the lots and streets
as shown on said plat.

SECOND: ARCHITECTURAL CONTROL COMMITTEE.

THE ARCHITECTURAL CONTROL COMMITTEE is composed of John K. Holcomb
and Judith A. Holcomb. In the event of death, resignation, or incapaci-
ty of any member of the committee, the remaining member or members shall
have full authority to designate a successor or successors, if desired.
In the event that either or both John K. Holcomb and/or Judith A. Holcomb
and/or any successor die or become incapacitated leaving no remaining
member of the committee, then the personal representative of his/her/
their estate(s) or the guardian or attorney-in-fact (as the case may
be) shall have full authority to designate a successor or successors,
it being the intention that the ARCHITECTURAL COMMITTEE shall not cease
due to lack of members. The committee may designate a representative
of the committee to act for it. Neither the members of the committee
nor its designated representative shall be entitled to any compensation
for services performed pursuant to this covenant. Any decision made by
the ARCHITECTURAL CONTROL COMMITTEE to approve anything as required in
these covenants must be unanimous. The committees approval or disapproval
as required in these covenants shall be in writing. In the event the
committee or its designated representative fails to approve or disapprove
within ten (10) days after the plans and specifications have been sub-
mitted to it (or in any event, if no suit to enjoin the construction has

been commenced prior to the completion thereof), approval will not be required and the related covenants will be deemed to have been fully complied with.

THIRD: USE OF LAND.

None of the the lots may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any lot. No trailer or outbuilding erected on any lot, for use during construction, shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected on any of the recorded plat of OTAHKI HILLS SUBDIVISION shall be hereinafter subdivided without written approval from the ARCHITECTURAL CONTROL COMMITTEE. No lot shall be used or maintained as a dumping ground for rubbish. Containers for trash, garbage or other waste shall be located and contained so as not to be visible from the street and be kept in a clean sanitary condition.

FOURTH: BUILDING MATERIAL REQUIREMENTS:

Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, wood siding, batt siding, wood paneling, plate glass, or any combination thereof. All windows shall be constructed glass, wood, metal or vinyl clad and wood laminate. All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass. All exterior doors shall be functional. Roofs shall be covered with wood shingles, wood shakes or slate, or architectural style fiberglass shingles. Any building products that may come into general usage for dwelling construction of comparable quality and style in the area after the date herof shall be acceptable if approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. All wood exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain. No building shall be permitted to stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of twelve inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure. ~~No driveway~~ There shall be no earth contact homes.

FIFTH: MINIMUM FLOOR AREA.

a. Any single story dwelling shall have a minimum of 1600 square feet finished living space excluding basement, patio decks, enclosed or open porches or garage.

b. Any one and one-half (1 1/2) story dwelling shall have a minimum of 1400 square feet of finished ground floor living space and 800 square feet of finished living space on the upper level excluding basement, enclosed or open porches, patios, decks or garage, or, no less than 2200 square feet total.

c. Two story dwellings shall a minimum of 2500 square feet of finished living space excluding basement, patio, decks, enclosed or open porches or garage.

d. The ARCHITECTURAL CONTROL COMMITTEE, in its discretion, may allow variances from the foregoing square footage requirement.

SIXTH: APPROVAL OF PLANS AND POST-CONSTRUCTION CHANGES:

a. No residence or exterior structure may be erected upon any lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof have been submitted and approved in writing by the ARCHITECTURAL CONTROL

specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof be made until such change or alteration has been submitted to and approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. All building plans and plot plans shall be designed to minimize the removal of existing trees and shall designate those trees to be removed. One (1) set of plans must be given to the Architectural Control Committee at the time of approval of plans. Upon completion of building, plans will be returned.

b. Following the completion of construction of any residence or exterior structure, no exterior colors or landscaping thereof or with respect thereto shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitations, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the ARCHITECTURAL CONTROL COMMITTEE.

SEVENTH: SET BACKS:

No building, exclusive of porches, porticos, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections, shall be closer to any street than the building setback lines, if any, shown on the plat. If there are no building setback lines shown on the plat applicable to a particular lot or lots, then no building shall be located on those lots nearer than fifty (50) feet to the front line thereof, or nearer than thirty feet to any side lot line, or nearer than twenty-five (25) feet to the rear lot line.

EIGHTH: EXTERIOR STRUCTURES

a. No exterior structures shall be erected upon, moved onto or maintained upon any lot except (i) with and pursuant to the advance written approval of the ARCHITECTURAL CONTROL COMMITTEE, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below; provided, however, that the approval of the ARCHITECTURAL CONTROL COMMITTEE shall not be required for any deck, gazebo or similar exterior structure that has been specifically approved by the ARCHITECTURAL CONTROL COMMITTEE and has been built in accordance with such approved plans.

b. the following specific restrictions shall apply to the exterior structures erected upon, moved onto or maintained on any lot in the subdivision:

(i) All residential fences and privacy screens shall be consistent with the standard designs, heights and materials to be selected by the ARCHITECTURAL CONTROL COMMITTEE. All fences shall be constructed with the finished side out. No metal (other than wrought iron), chain link or similar fence for privacy screen shall be erected. No fence shall exceed five (5) feet in height, nor be ragged or uneven in height.

(ii) All basketball goals shall be free standing and not attached to the residence unless the ARCHITECTURAL CONTROL COMMITTEE determines that there are compelling reasons for the basketball goal to be attached to the residence.

(iii) All pools and hot tubs shall be fenced. All pools

and hot tubs shall be kept clean and maintained in operable condition.

- (iv) All outside doghouses and other animal shelters and runs shall be located in the backyard, shall be painted the same color as the residence and shall have roofs that are compatible with residence.
- (v) Not more than one (1) residence shall be erected or constructed on any lot/tract shown upon the plat plan of this property.
- (vi) No exterior structure that is prohibited under Section 9 below shall be permitted under this Section 8.

NINTH: BUILDINGS OR USES OTHER THAN FOR RESIDENTIAL PURPOSES;
NOXIOUS ACTIVITIES; MISCELLANEOUS

a. No residence or exterior structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any lot; provided, however, that this restriction shall not prevent an owner from maintaining an office area in his residence in accordance with the applicable ordinances of the COUNTY of Cape GIRARDEAU, MO.

b. No noxious or offensive activity shall be carried on with respect to any lot, nor shall any trash, ashes or other refuse be thrown place or dumped upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Each owner shall properly maintain his lot in a neat, clean and orderly fashion. All residences and exterior structures shall be kept and maintained in good condition and repair at all times.

c. No vehicle, trailer, bus, camper, boat or similar apparatus shall be parked, left or stored on any lot except in an enclosed garage. No truck or commercial vehicle shall be parked, left or stored in any driveway or street for more than an eight hour period. No trailer, van, bus, camper, boat or similar apparatus shall be parked, left or stored in any driveway or street for more than a 24 hour period. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible. Motorized vehicles shall not be operated on any lot or common area, other than in the street.

d. No television, radio, citizens band, short wave or other antennae, satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence. No lights or other illumination shall be higher than the residence.

e. All garage doors shall remain closed at all times except when necessary for entry or exit

f. No garage sales, sample sales or similar activities shall be held within the subdivision without the written consent of the PROPERTY OWNERS ASSOCIATION (POA).

g. No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

h. In the event of vandalism, fire, windstorm or other damage, no buildings shall be permitted to remain in damaged condition for longer than three months.

i. No drilling (oil), oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

j. No sign of any kind shall be displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

k. Each residence will be served by a private sewage system, plans of which must be approved by the Cape Girardeau County Health Dept.

l. All dirt which is not required by a lot in connection with the construction of a building and necessary grading on said lot shall become the property of HOLCOMB FARMS DEVELOPMENT CO., to be used by it as it shall deem fit.

m. Fencing shall be placed around area where animals larger than dogs are being kept. Fencing shall not extend any closer to the lake than 50 (fifty) feet from waters edge when lake is full.

n. Except for existent structures on lots prior to formation of OTAHKI HILLS SUBDIVISION, no outbuildings, sheds or attached structures shall be allowed on any lot other than pool bath house or a structure of a decorative nature to be in conformity with the exterior of the dwelling.

TENTH: ANIMALS

No wild or dangerous animal shall be considered a household pet. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot for commercial purposes. Any animal kept shall not constitute a nuisance to the neighbors or the neighborhood. In no event, however, shall more than three dogs or cats or combination thereof be raised, kept or maintained on any lot.

ELEVENTH: LANDSCAPING AND LAWNS

Prior to occupancy, and in all events within five months after commencement of construction, all lawns, including all areas between each residential building and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, shall be fully sodded, weather permitting, and shall remain fully sodded or seeded at all times thereafter; provided, however, that the owner of a lot may leave a portion of the lot as a natural area with the express

permission of the ARCHITECTURAL COMMITTEE. The owner of each lot shall keep uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping.

TWELFTH: EASEMENTS FOR PUBLIC UTILITIES. The easements delineated on the plat of said subdivision may be used for the purpose of constructing, operating and maintaining wires, pipes, conduits or other transmissions systems and appurtenances for electric, telephone, telegraph, water, sewage, storm water, natural gas, video or cable television, and all other services in the nature of public utility, either underground or above ground. No water from any roof, downspout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line or septic tank; nor shall any other connection of any kind be made to a sewer line or septic tank without the prior written approval of the ARCHITECTURAL CONTROL COMMITTEE.

THIRTEENTH: NO LIABILITY FOR APPROVAL OR DISAPPROVAL. Neither the Owner nor the ARCHITECTURAL CONTROL COMMITTEE shall be personally liable to any person for any discretionary approval, disapproval or failure to approve any matter submitted for approval, for the adoption of any rules, regulations or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration.

FOURTEENTH: Upon the sale of three (3) lots by HOLCOMB DEVELOPMENT CO. there shall be formed by the lot owners a PROPERTY OWNERS ASSOCIATION in which there shall be President and a Secretary/Treasurer duly elected by majority vote of the lot owners. The association shall then formulate guidelines for annual election of officers and other matters pertinent to orderly maintenance of the subdivision.

FIFTEENTH: Well ownership with respect to which lots will own and maintain the wells supplying individual lots shall be determined by HOLCOMB FARMS DEVELOPMENT CO. Maintenance, repair, or replacement of the wells shall be prorated amongst the lot owners that each well serves. Each lot owner is responsible for cost of running water line to their house from hook up point and for water storage tank in well house.

SIXTEENTH: Fishing rights, with necessary entrance and exit privilege to pond/ponds in Otahki Hills Subdivision shall be granted to John and Judy Holcomb and their descendants in perpetuum.

SEVENTEENTH: Lot owners who are served by the well supplying their home shall become owners of the well house housing water storage tanks and therefore be responsible for maintenance of the well house and water lines from it to their homes.

HOLCOMB FARMS DEV. CO.

*----- Pres.

----- Sec.

----- Owner
Lot #----

----- Owner
Lot #----