

PHASE III SAVANNAH RIDGE COVENANTS AND RESTRICTIONS

The undersigned, pursuant to a general plan for the development and improvement of said platted land and to induce the purchase of lots therein, hereby acknowledge that as owners and developers of the land, they hold said land under the following conditions and restrictions, as follows:

1. No use shall be permitted on the land encompassing the Plat of Savannah Ridge Phase I which is not permitted under planning and zoning, as set forth in the City of Jackson, Missouri, zoning ordinance in force as of the date thereof.
2. Only one family dwelling units shall be placed on any lot within said subdivision, and each one dwelling unit must have garages for not less than two automobiles and there shall be no more than three garage entrances facing the street, in the event that a one family dwelling unit is constructed on more than one lot, the balance of the divided lot alone shall not be considered a lot upon which a one family dwelling unit can be placed.
3. No building of any kind or character, fence, wall, satellite dish, antenna, or other structure shall be commenced, erected, altered, modified or maintained within the Subdivision, nor shall any exterior addition to or change or alteration thereon be made until the materials, and color, and a plot plan showing the location of such building, fence or wall have been submitted to and approved in writing by the developers, and the developers shall be empowered to approve or disapprove such plans with respect to conformity and harmony of external design of proposed structures or alterations to existing structures in said subdivisions.
4. If the developers fail to approve or disapprove plans submitted for approval or disapproval within 30 days after said plans have been submitted, the requirements for such approval shall be deemed waived.
5. No building or structure shall be occupied as a one family dwelling unit until the exterior has been completed, and construction of the structure must be completed within one year from the date construction commenced. The undersigned shall have the right and option to re-purchase the lot and all improvements thereon at the appraised value thereof by an appraiser appointed by and acceptable to the developers, so as to enable said building or structure to be completed, and to minimize the detriment to other lot owners within the subdivision.
6. All buildings and/or structures erected within the subdivision shall comply with the building setback lines as established by the City of Jackson Zoning Ordinance for the front, side and rear yards; no structure of any kind or character, except fences shall be permitted with the utility easements. Utility easements shall include an easement for cable television

as set forth on plat of said subdivision; and no variances shall be permitted with reference to the provisions of this paragraph except as approved by the Savannah Ridge Phase I construction committee and such variances may only be granted if the variances are allowed by the City of Jackson Zoning Ordinance.

7. No commercial vehicle, truck, trailer, boat, boat trailer, recreational vehicles, motor home, or other recreational vehicles shall be permitted to be parked or placed on any lot within the subdivision on any public streets for more than 48 consecutive hours (with the only exception being a contractor's vehicle during the period of construction or alterations or the improvements on the lots within the subdivision). No inoperable vehicles of any kind or character shall be permitted to be parked or placed on any lot or public street within the subdivision.

8. A storage shed may be constructed on owners lot if approved by the developers. No buildings of a temporary character shall be used for residential purposes on any lot within the subdivision.

9. All driveways and parking spaces shall be constructed of concrete or blacktop.

10. The foregoing conditions and restrictions shall be construed to be covenants running with the land and shall be binding on all grantees, their heirs, devisees, successors and assigns, and all persons claiming by, through or under them until 10 years from the date of recording, at which said covenants shall be extended automatically for successive periods of 10 years each, unless, upon vote of 2/3 of the holders or record titles of said lots, it is agreed to change the conditions and restrictions in whole or in part.

11. In the event of the violation or attempted violation of any of the covenants and restrictions herein contained, any person holding record title to any lot in said subdivision may institute proceedings in equity to enforce said covenants or to join in any action to terminate or restrain in violation thereof, it being the express intention that this document shall invest such lot owners with an equitable interest for such conditions and restrictions. The party prevailing in any litigation shall be entitled to be paid by the other party or parties to said litigation, reasonable attorney fees and costs incurred by the prevailing party.

12. Invalidation of any of these conditions and restrictions by judgement or court order, shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

SAVANNAH WOODS SUBDIVISION
PROTECTIVE COVENANTS
AND RESTRICTIONS

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WHEREAS, Appleton Valley Farm, Inc., a Missouri corporation, owns the following described tract of land, and

WHEREAS, it is desired to establish a uniform system and plan for development of such real estate through the establishment of Protective Covenants and Restrictions,

NOW, THEREFORE, the undersigned being the owner of the following described property in the City of Jackson, Cape Girardeau County, Missouri, to wit:

ALL OF SAVANNAH WOODS SUBDIVISION, A SUBDIVISION IN THE CITY OF JACKSON, MISSOURI, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 19, PAGE 84, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

A part of U.S.P Survey No. 797, in Township 31 North, Range 13 East of the Fifth Principal Meridian, City of Jackson, County of Cape Girardeau, State of Missouri, described as follows:

Commence at the Northwest corner of U.S.P. Survey No. 324; thence South 08° 10' 20" West, 702.90 feet; thence North 81° 49' 40" West, 809.05 feet, to the place of beginning; thence South 08° 00' 00" West, 604.79 feet; thence North 81° 50' 05" West, 578.11 feet; thence North 09° 25' 20" East, 605.00 feet; thence South 81° 49' 40" East, 563.09 feet, to the point of beginning and containing 7.92 acres, more or less.

do hereby make and establish the following declarations as to limitations, restrictions, uses and agreements to which lots and/or tracts consisting of said real estate may be put, hereby specifying that said declarations shall constitute covenants to run with the land and shall be binding on all parties and upon all future owners and for the benefit of and limitation upon all present and future owners for the purpose of keeping this real estate desirable, uniform and suitable in use as specified:

1. Sale and resale of lots and/or tracts within the captioned real estate shall be made subject to these restrictions.

2. This property shall be used exclusively for single family residential purposes only. No trade, commercial or manufacturing enterprise of any type shall be permitted. No sale, transfer or lease for any purpose except single family residential shall be permitted.

3. Not more than one (1) residence shall be erected or constructed upon any lot/tract shown upon the plat plan of this property herein annexed

4. There is hereby created an Architectural Control Committee which shall be composed of three (3) members. The original three members shall be John P. Lichtenegger, Brent Lichtenegger and Donna Lichtenegger. They shall constitute the Architectural Control Committee. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have the sole authority to designate a successor

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or successors. Neither the members of the committee nor its designated representative shall be entitled to any compensation for any services performed pursuant to this covenant. All members other than the original members named herein of such committee must own a lot in said subdivision. After two-thirds (2/3) of the lots are sold, the lot owners shall select the members of said committee. Each lot shall be entitled to one vote on all matters.

5. No building nor structure shall be erected, placed upon, removed, remodeled, substantially altered, nor shall the erection of or alteration of any structure, nor shall any major addition to or deletion from any such building or structure be done, completed or commence until the construction plans and specifications and a site plan shall have been submitted to and approved by the Architectural Control Committee as to quality, workmanship and materials, external design and appearance, harmony of external design with existing structures and location of said structure, with respect to topography and finish, grade and elevations and such other considerations as shall be deemed desirable as determined by the absolute discretion of the Architectural Control Committee. The Architectural Control Committee shall upon approval issue a written permit for such construction, erection, remodeling, alteration or removal as shall be applied for.

6. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing. Such approval or disapproval shall be given by the committee within thirty (30) days after plans and specifications have been submitted to it. If the committee or its designated representative fails to act within thirty (30) days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval shall not be required and this covenant shall be deemed to have been fully complied with.

7. The ground floor area of the main structure of a ranch type house shall be not less than 1,400 square feet, excluding porches, carports, garage and below-grade basements. The upper three (3) levels of a multi-level house shall not be less than 1,500 square feet above ground level, excluding porches, carports, and garages. The upper two (2) levels of a split foyer or two-story house shall contain not less than 1,500 square feet above ground level, excluding porches, carports, and garages.

8. No building shall be located on any lot nearer than 30 feet from the edge of the public roadway right-of-way lines located on the above described property. No building shall be located nearer than 10 feet to any side street line, rear lot line or interior lot line. The Architectural Control Committee shall approve the location of each home notwithstanding these minimum requirements. For the purposes of this covenant, eaves, steps, and porches shall not be considered a part of a building provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon another lot.

9. No detached structure shall be constructed on any lot until it is first approved by the Architectural Control Committee as to location, size, style, appearance, and site plan. All garages shall be built to contain space for at least two automobiles and shall be attached to the main residence. No LP gas tanks or propane tanks shall be placed on any lot other than a small 30-pound tank or less for BBQ grills. Natural gas will be available.

10. All fencing or fences proposed to be erected on any lot shall first be submitted to the Architectural Control Committee for approval which shall in its sole discretion approve or disapprove said proposal for fencing.

11. Parking or storage of trailers, campers, boats and similar vehicles or equipment and any commercial vehicle shall be permitted on lots provided they are housed in a garage or so enclosed as to be totally screened from any ground level view by trees, shrubbery, or other natural materials or parked or stored to the rear of the residence.

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12. Vegetable gardens in excess of 4,000 square feet are prohibited.
13. Notwithstanding the provisions of the restriction contained in paragraph 10 hereof, the following structures shall not be permitted on any lot: mobile home, shack, barns, metal storage buildings or above-ground swimming pools. Except that a small storage building and/or separate garage may be approved by the Architectural Control Committee.
14. No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats, ducks or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
15. The construction of a structure must be completed within 365 days after work commences.
16. No signs of any type or description may be maintained or placed on the above described property, except one small sign designating the occupants of a residence or a small realtor sign.
17. No nuisance or offensive, noisy or illegal trade, activity or transaction shall be permitted.
18. All dirt and earth that is excavated on any lot property which is not needed on said lot shall remain in the confines of the above described property. The Architectural Control Committee shall designate where unneeded and unused dirt and earth shall be deposited at the expense of the party removing said dirt.
19. All residences on Braun Drive shall face Braun Drive.
20. All trash, garbage or other waste shall be located and maintained so as not to be visible from the roadways and shall not in any event be kept except in sanitary containers. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other waste produced shall be disposed according to Waste Management Laws of the State of Missouri, City of Jackson, and any applicable County ordinances. There shall be no storage of junk vehicles on any lot within the subdivision. For the purposes of this paragraph, a junk vehicle or any part of a vehicle is defined as one without a current license or registration.
21. Invalidity of any of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect. Said grantors and their successors in interest shall have the right to prevent or stop any violation of these restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.
22. It is expressly understood that all conveyances are made subject to these restrictions which shall be covenants running with the land, which covenants run not only to grantors but to the owner or owners of any other lot/tract within said property and all persons claiming by, through or under them for a period of twenty (20) years from the date

of these covenants, when recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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IN WITNESS WHEREOF, the parties have subscribed their names hereto this
9th day of September, 1999.



APPLETON VALLEY FARM, INC.

By

John P. Lichtenegger
 John P. Lichtenegger, President

By

Brent Lichtenegger
 Brent Lichtenegger, Secretary

STATE OF MISSOURI

) SS.

COUNTY OF CAPE GIRARDEAU

On this 9th day of September, A.D. 1999, before me personally appeared John P. Lichtenegger, to me personally known, who being duly sworn did say that he is president of APPLETON VALLEY FARM, INC., a corporation of the State of Missouri, that the seal affixed to this instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said John P. Lichtenegger acknowledged said instrument to be the free act and deed of said corporation.

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



L:\HOME\CHERYL\SAVANNAH.COV

Cheryl D. Amos

Cheryl D. Amos, Notary Public

County of Cape Girardeau

State of Missouri

My term expires: March 19, 2002

Filed for Record

8:04
SEP 15 1999

Janet Robert, Recorder
 Cape Girardeau County
 Jackson, Mo.

STATE OF MISSOURI
 County of Cape Girardeau,) ss

I hereby certify that this instrument was FILED FOR RECORD at the date and time shown hereon and is recorded in Book... 1025 ...Page... 617 ...

JANET ROBERT
 Recorder of Deeds

\$27.00 PD.

5732433946

THE WOODS

PRICE LIST

<u>LOT NO.</u>	<u>SIZE</u>	<u>PRICE</u>
1	.3	\$\$SOLD
2	.3	18,950.00 — Walk-out
3	.3	18,950.00 — Walk-out
4	.8	\$22,900.00
5	.7	\$24,000.00
6	.5	\$24,000.00
7	.5	\$23,000.00
8	.5	\$\$SOLD
9	.3	sold \$24,000.00 — Partial Rear & Full side Walk-out Great Lot
10	.3	\$22,500.00
11	.3	sold \$24,000.00 — side Walk-out
12	.3	\$25,000.00 sold
13	.3	- 25,000.00
14	.3	sold \$23,500.00 — Walk-out
15	.3	\$22,000.00
16	.3	\$24,500.00 sold
17	.3	\$25,000.00

Not available
at this time
possibly full
grading type
work & beds

LICHTENEGGER LAW FIM

BEGIN

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RAINAGE AND
UTILITY EASEMENT

RECORD OWNER
JAN MANSFIELD, ETAL.
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