

## **WARREN PLACE PHASE II SUBDIVISION RESTRICTIONS**

Warren Place, L.C. the record owners in fee of Warren Place Phase II Subdivision, does hereby declare that Warren Place has caused said land to be subdivided into lots, blocks, and streets as numbered and designated on the plat of Warren Place Phase II Subdivision which said plat is a true and correct representation of said subdivision, and that Warren Place has named the subdivision "Warren Place Phase II". Warren Place does hereby dedicate to public use forever for street purposes and easements as indicated thereon together with these subdivision restrictions.

All of said Subdivision laid out and designated as "Warren Place Phase II" shall be subject to the restrictions which are hereafter set out, except where specific exceptions are indicated in this indenture, and all said lots when sold shall be sold subject to the 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 full in each contract and conveyance of or concerning any lot or any part thereof. The restrictions are as follows:

### **CLAUSE A**

1. **EASEMENTS.** 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 transmission 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 provided all such utility services shall be underground.

### **CLAUSE B**

1. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot, tract or parcel, until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot, tract or parcel unless similarly approved. Approval shall be reasonably given in accordance with the restrictions provided in this indenture.

2. **BUILDING PERMITS.** All applications for building permits shall be accompanied by a plat in duplication drawn to scale, showing the actual dimensions of the lot to be built upon, the size of the building to be erected, the location of the building lines within the block, and other such information as may be necessary to provide for the enforcement of these restrictions.

3. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee (Committee) is composed of Thomas J. Kelsey and Timothy C. Goodman. In the event of the death or resignation of any member or members of the Committee, the developer shall have the right to name the successor or successors. A majority of 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. At any time after ten (10) years from the date of this indenture, if this development is fully developed with improvements on all lots, the then record owners of a majority of the tracts shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its power or duties. It is essential that the Architectural Control Committee not be subject to change, except as herein provided in case of vacancy, for a period of ten (10) years, for this reason that the developers plan to develop land adjacent to this Subdivision and desire continuity of development between this tract and any adjacent tracts. The Committee's 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 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 the completion thereof), approval will not be required and the related covenants will be deemed to have been fully complied with.

4. **LAKE MAINTENANCE.** The owners of the lots that touch and/or adjoin Warren Lake shall be responsible for the maintenance, in perpetuity, of Warren Lake to include its levee, dam, riprap, release pipes and weir. The Architectural Control Committee shall be responsible for billing those said lot owners on an annual, or as needed, basis for said expenses. Said maintenance expenses shall be divided pro-rata among those said lots such that each lot bears an equal portion of said expenses.

## **CLAUSE C**

1. The following restrictions shall apply to all lots:

**A. OIL AND MINING OPERATIONS.** No oil drilling, 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.

**B. UNLICENSED VEHICLES, BOATS, AND TRAILERS.** The habitual parking of any unlicensed automobiles or other motor vehicles capable of carrying passengers, whether housed or not, shall not be allowed on any tract. Boats, boat motors and trailers shall not be allowed on any lot unless stored in a fully enclosed garage and normally not visible in the ordinary course of residential use.

**C. WASTEWATER DISPOSAL.** No lagoons, septic tanks, or similar systems shall be permitted. All sewage connections shall be in strict conformity with all local, State and Federal requirements.

**D. NO NUISANCE ALLOWED.** No lot or any building thereon shall be maintained, operated or neglected in such a manner as to constitute or create a nuisance.

**E. GARBAGE AND REFUSE DISPOSAL.** No lot shall be used as a dumping ground for rubbish. Trash, garbage or other liquid or solid waste materials shall not be kept except in sanitary containers. No incinerators shall be permitted. Burning of refuse of any type is prohibited.

**F. FENCES.** All fences shall be well designed and attractive in appearance. Fences must be either rail or split rail construction, or other wooden construction approved by the Committee, except that the Architectural Control Commission may permit fences constructed of other materials when in their judgement the fence would not detract from the overall appearance of the Subdivision.

**G. LOTS SHALL NOT BE SUBDIVIDED.** No lot shown on the recorded plat of the Subdivision shall be hereinafter subdivided, except where all portions shall be used to enlarge other lots.

**H. PROPER USE.** No lot in this Subdivision or any building thereon shall be used for any purpose other than single family dwelling for residential purposes only and without exception.

**I. SETBACK LINES.** Buildings shall be situated on all lots according to city building regulations. The Committee shall have the right to require uniform set back distances in certain areas of the subdivision.

**J. BUILDINGS.** No building shall be erected or maintained on any lot other than a detached private one-family residence, except that with the permission of the Committee, lot owners may construct well designed and well constructed storage buildings. Only one residential unit may be constructed or maintained on any one lot.

**K. NO TEMPORARY STRUCTURE OR TRAILER.** No structure of temporary character shall be used as a residence, nor shall any trailer, mobile home, motor home, van or other vehicle, basement, tent, shack, garage or other out-building be used as a residence temporarily or permanently.

**L. BILLBOARD AND SIGNS.** No billboard, signboard or advertising sign shall be permitted other than "For Rent" or "For Sale" signs. Such permitted signs shall be limited to a single sign for each premise and shall not exceed four square feet in area, except that developers may display larger signs at the entrance of the subdivision and at other locations in the subdivision as they see fit.

**M. ANIMALS AND LIVESTOCK.** No animal or livestock shall be raised, bred or kept on any lot except household pets not kept for commercial purposes. No wild or dangerous animal shall be considered a household pet. Household pets of up to three (3) in number may be kept on any lot provided they are leashed or otherwise confined to the lot and at no time shall they be allowed to run at large. Such pets shall be maintained in such a manner as not to create a public nuisance.

**N. NO MOBILE HOMES.** No mobile home, motor home or van shall be kept or maintained as a permanent structure on any lot in this subdivision.

**O. WATERCRAFT.** No watercraft, motorized or non-motorized, of any kind are permitted on the lake. This includes, but is not limited to: fishing boats, paddle boats, canoes, john boats or any other flotation device used for the purpose of recreation.

**P. FISHING.** Fishing privileges are extended on the lake for only those lot owners and their invited guests who adjoin the lake. These privileges are limited to the lakeshore adjoining the individual lot that they own.

**2. BUILDING SPECIFICATIONS.** All buildings within the development shall conform with the following principles and requirements, unless specifically exempted elsewhere within these restrictions.

A. Foundations shall be constructed of concrete, except that the Architectural Control committee may permit some other material of equal or greater quality. No pier type foundations shall be permitted. In no case shall a foundation constructed of concrete or as otherwise may be permitted by the Architectural Control Committee be exposed to any extent whatsoever above grade so that brick or approved siding must be applied to or below finished grade.

B. All framing construction must be on 16 inch centers or less.

C. All framing materials must be of two by four stock or greater.

D. No pitched roofs shall be constructed of ferrous metal or rolled roofing.

E. The exterior finish of all buildings shall be limited to the following materials:

1. Brick, Brick Veneer, Roman Tile;
2. Natural Stone, Lava Stone, or Stone Veneer;
3. Board and Batten Siding of Hardwood or Cypress of one inch in thickness or greater;
4. Any material recognized as being superior or equal to the material described in 1 through 3 by the Architectural Control Committee.

F. No dwelling shall be erected or maintained which has less than sixteen hundred (1,600) square feet if a one (1) story dwelling, or, if more than one story is at least eighteen hundred (1,800) square feet of inside living space, exclusive of garages, carports, outside vestibules and open or closed porches or verandas except on lots numbered 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 62, 63, 64, 65, 66, 67, 68, 85, 86, 87, 88, & 89 which shall be that no dwelling shall be erected or maintained which has less than twenty-three hundred (2,300) square feet if a one (1) story dwelling, or, if more than one story is at least twenty five hundred (2,500) square feet of inside living space, exclusive of garages, carports, outside vestibules and open or closed porches or verandas.

G. When construction begins on a residence, it must be completed within one year. No occupancy shall be had until the residence is completed.

#### **CLAUSE D**

1. **DURATION.** These covenants shall be filed in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and shall be binding upon the parties hereto, the future owners of the property herein above described, and upon all persons or corporations claiming under the parties hereto, for a period of 10 years from the date these covenants are recorded, after which time said covenants shall continue unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to the change these covenants in whole or in part.

2. All covenants and agreements herein are expressly declared to be independent; nor shall any laches, waiver, estoppel condemnation or failure of title as to any part or parcel of the said tract known as Warren Place Subdivision, Phase II be of any effect to modify, invalidate or annul any grant covenants or agreements herein, with respect to the remainder of said Subdivision saving always the right of amendment, modification or repeal as herein above expressly provided.

3. During the initial 10 years term of the covenants, they may be modified only by a majority vote of the Committee, in writing and properly recorded as an Amendment with the Recorder of Deeds of Cape Girardeau County, Missouri.