

DECLARATION OF RESTRICTIONS AND COVENANTS  
OF HERITAGE ACRES

THIS DECLARATION, made this 21<sup>ST</sup> day of ~~April~~<sup>MAY</sup>, 1982,

by John T. Peterson and Ernestine C. Peterson, and John T. Peterson Co., Inc., a Missouri corporation, hereinafter referred to as "Declarant".

I

DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meaning:

A. "The properties" shall mean and refer to all of the property within Heritage Acres, a subdivision in Jasper County, Missouri, as more particularly described in attached Exhibit "A".

B. "Association" shall mean and refer to the Heritage Acres Property Owners Association, a not-for-profit corporation whose Certificate of Incorporation was issued by the Missouri Secretary of State on April 22, 1982, its successors and assigns.

C. "Lot" shall mean and refer to any numbered plat or tract of land shown upon any recorded plat of the properties or described in 1(A) above.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties, but not withstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Owner shall also mean any purchaser in possession under a contract for deed.

E. "Sewer system" shall mean and refer to the waste-water disposal system and all sewer lines, pipes, fittings, valves, motors, tanks, pumps and other necessary components of the system.

F. "Commission" shall mean the Clean Water Commission of the State of Missouri and the Missouri Department of Natural Resources, and their successors as may be created by law from time to time.

## II

PROPERTY SUBJECT TO THIS  
DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges in this Declaration is located in Jasper County, Missouri, and is more particularly in attached Exhibit "A". All of which real property shall hereinafter be referred to as the "existing property."

Section 2. Addition to Existing Property. Additional land may by proper declaration duly recorded become subject to and bound by the terms of this Declaration and any future modifications thereof.

## III

GENERAL LAND USE

The Properties shall be used for residential use only, except as provided in Article IV below, and shall be subject to all the covenants and conditions contained herein.

## IV

HERITAGE ACRES BUILDING COMMITTEE

Section 1. Organization and Purpose. The Heritage Acres Building Committee is hereby created which shall be composed of three members appointed by John T. Peterson and Ernestine C. Peterson, husband and wife, and two members to be elected by the members of Heritage Acres Property Owners Association. The first election and appointment was held at 7:00 p.m. on April 27, 1982, at Route 1, Box 1229, Joplin, Missouri. Subsequent and annual elections shall be held at 7:00 p.m. on the first Saturday of May within Heritage Acres at a site posted by sign at least ten days before the election or by written notice mailed to each member of the Association at least ten days before the election. The Committee as elected and appointed shall serve until the next annual meeting and from their number they shall select a President and Secretary. Any vacancy created by resignation may be filled by appointment of the President. The purpose and function of

the Committee shall be to review and approve or disapprove all proposed plan specifications for improvements to be located within Heritage Acres Subdivision and to insure the architectural integrity, harmony and conformity with existing structures and plans, yet remain sensitive to the changing demands and realities of the marketplace and the development of the areas within and surrounding Heritage Acres.

Section 2. Powers and Functions.

A. No improvement, structure, or alteration or addition to any existing structure shall be made or placed on any lot in Heritage Acres until a written approval has been first obtained from the Heritage Acres Building Committee.

B. The Committee or any member of the Heritage Acres Property Owners Association may bring action to enforce the foregoing restrictions:

I. The following restrictions pertain to any residential dwellings constructed on certain lots within Heritage Acres, more particularly described in attached Exhibit "B".

(a) Setback Lines. No residential building shall be erected within 25 feet of a property line of any tract or parcel of land separately owned within the acres above-described without prior written approval of owners of said adjacent land and approval of the Heritage Acres Building Committee, and in no case within 15 feet of any property line. Appurtenant rural outbuildings and facilities may be erected a distance not closer than 10 feet from side and rear property lines and not closer than 25 feet to the rear property line when rear property line is the sideline of adjacent tract. Notwithstanding anything to the contrary herein, the Committee shall have the right to permit reasonable modifications of the setback requirement where in the discretion of the Committee strict enforcement of these setback pro-

visions would work a hardship.

(b) Limitations on Buildings. No garage, trailer, tent, basement or appurtenant rural outbuilding or facility shall be used as living quarters, and such facilities or building shall not be used or occupied as living quarters prior to the erection of any dwelling. All garages must be built on the rear half of the lot or attached to the house.

(1) Every appurtenant structure, except a domestic greenhouse, shall correspond in style and architecture and be constructed of the same exterior wall and roof material as the residential dwelling to which it is appurtenant, except composition shingles may be used on the appurtenant structures where the residential dwelling has split shake shingles.

(2) No appurtenant structure shall exceed such residential dwelling in height or number of stories without prior written consent of the Committee.

(3) No building material of any kind or character shall be placed or stored on any tract until the owner thereof is ready to commence construction of improvements thereon. All such construction materials shall remain within the property line upon which the improvements are to be erected.

(4) All driveways to residences from streets in the subdivision must be paved with concrete, asphalt, or other material which may be approved by the Committee.

(5) Not more than one dwelling shall be constructed on any one lot or tract without prior approval of the Committee.

(c) Maintenance of Premises. It shall be the responsibility of holder of title to any lot to maintain the same in a neat and mowed condition. No weeds or grass in excess of nine inches in height shall be permitted to remain upon any tract for more than 10 days. If any lot owner fails to properly maintain

the lot, the Committee shall give written notice thereof by certified mail or by posting a notice on said property granting the owner ten days from date of the notice to correct the condition or the Committee shall hire the necessary work to be done and bill the owner accordingly, said obligation to remain a lien against said tract.

(d) Signage. The construction or maintenance of signed, billboard or advertising structure shall be prohibited excepting one sign pertaining to sale or rental of the property not to be in excess of 3½ feet by 5 feet in size. This restriction does not apply to any signage erected by the owners or managers of the Subdivision.

(e) Fencing. No fencing other than decorative fencing shall be constructed in front of any residential dwelling. Chain link shall not be considered decorative fencing. No perimeter fence or blinds which restrict the free flow of light and air shall be constructed on any tract.

(f) Easements. Easements and rights-of-way are hereby expressly reserved for the creation, construction, and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, quasi-public, and private, as well as for any public, private, or quasi-public utility or function deemed necessary or expedient by the Committee for the health and welfare of the members of the Association. Such easements and rights-of-way shall be confined to a 20 foot area of land which abutts any street or roadway, a 10 foot area on side lot lines, and a 10 foot area on rear lot lines.

(g) Size of Buildings. The minimum ground floor area of any single-family dwelling that is one story shall not be less than 1,300 square feet, exclusive of open porches and garages, nor less than 1,100 square feet in the case of any multi-story residence, however, in such case, up to one-half of an attached garage may be included in computing the minimum ground floor area.

(h) Animals. No lot shall be used for the purpose of grazing or keeping poultry or hogs. Lot owners may maintain one

cow and calf or two sheep per acre of land or four horses which shall not be kept for rent or hire.

II. The following restrictions pertain to any commercial improvements constructed on certain lots within Heritage Acres, more particularly described in attached Exhibit "D".

(a) Setbacks. No front setback shall be required nor buildings erected for commercial use, but a 15 foot rear setback must be maintained for future development of alleyways and rear access passageways. When buildings are erected fronting on a side street, there shall be left open a 10 foot easement for access to the rear of buildings facing any frontal street.

(b) Sidewalks and Curbing. As part of the construction of each building erected on a commercial lot, there shall be included a sidewalk in front of such building of 8 foot minimum width, which sidewalk or such part thereof as shall be required may extend into the platted street in front of each building. Likewise, there shall be constructed concrete curbing and gutters, and storm sewers, and any parking areas shall be paved with concrete or asphalt or other material as approved by the Committee.

(c) Commercial Use Limitations. Buildings erected on commercial lots shall be limited to retail stores, offices, business buildings, commercial enterprises, bars, or theatres.

(d) Limitation on Buildings. All structures erected must be of masonry construction, or other material as approved by the Committee.

III. Additional General Restrictions Applicable to Section 2B(I) and 2B(II).

(a) Storage Facilities. No tanks for storage of oil, gasoline, or other fluids shall be temporarily or permanently maintained above the surface of the earth

except those screened from view on four sides, and except a water tank for domestic animals. Any such tank shall be placed to the rear of any improvement located thereon.

(b) Modular Homes. No modular, mobile home or recreational vehicle will be allowed as a dwelling on any lot or road in front of or adjacent to any lot, except in the form of a trailer which may be owned or used by a contractor during construction of a permanent improvement.

(c) Vehicles. Trailers, boats, motor or engine powered cycles, horse trailers or other similar vehicles shall be housed in garages, carports, or other buildings as may be approved by the Committee. No commercial vehicles larger than fifty (50) feet shall be parked overnight on roads and streets.

(d) Use of Space. No lot or tract may be divided into smaller lots or tracts without written approval of the Committee.

V

HERITAGE ACRES PROPERTY OWNERS ASSOCIATION

Section 1. Membership. The Declarant shall cause to have incorporated a not-for-profit corporation known as Heritage Acres Property Owners Association. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Voting Rights.

Class A. Class A members shall be all those owners as defined in Article I... with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article I... When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Declarant. The Class B members shall be entitled to five (5) votes for each lot in which it holds the interest required for membership by Article V, provided that the Class B membership shall cease and be converted to Class A membership on the happening of the following event:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors, which shall consist of three (3) directors to be elected by the members of the Association. The initial Board shall be one (1) director serving a three (3) year term, one (1) director serving a two (2) year term, and one (1) director serving a one (1) year term. Each year one (1) new director shall be elected so as to maintain a total membership on the Board of Directors of three (3). The election of directors, and the conduct of all of the affairs of the Association, shall be in accordance with the Articles of Incorporation and By-Laws of the Association, insofar as such do not conflict with the provisions of this Declaration, and in the case of such conflict, the provisions of this Declaration shall control.

## VI

### PROPERTY RIGHTS IN THE COMMON AREA

The Association may own roads, park or recreational areas, central supply systems, and shall maintain and operate the same. The Board of Directors has the power to borrow money and mortgage its property for common area improvements, make and enforce rules regarding access to and use of common areas, enter into contracts for maintenance and improvement of the common area, grant easements across common areas for utility service, purchase insurance and perform any allied functions which provide for the development, maintenance or betterment of any common area.

## VII

### COVENANTS FOR ASSESSMENTS

Section 1. Obligation for Regular and Special Assessments.



Each owner of a lot by acceptance of a deed, contract for deed, or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and additional special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

Section 2. Purposes of Assessments. The annual and special assessment shall be used for the purpose of constructing, operating, maintaining and improving the sewer system, roads, and any other common use areas.

Section 3. Basis and Collection of Assessments. The Association is hereby empowered to make and collect during each year from each owner of a lot an assessment in a sum sufficient for the normal operation, repair, maintenance and improvement of the sewer system, along with a reasonable balance for the purpose of unanticipated repairs which must be made before a special assessment can be made and collected. In the event the sums derived from the annual assessments are inadequate to pay the expenses of construction, operation, maintenance, repair or improvement of the sewer system, roads or related common use areas, the Association may levy and collect additional special assessments for such purposes from time to time, as determined by the Board of Directors.

Section 4. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence on June 1, 1982, and shall be in such amount as the Board of Directors shall specify. Until the Board of Directors alters

the amount of the annual assessemnt, such amount shall be in the sum of \$36.00. After the Board of Directors has set the amount of the annual assessment, such amount shall be the annual assessment for each year thereafter until the Board of Directors by appropriate action changes the amount of the annual assessment. The annual assessment for any year shall become due and payable on the first day of October of each year, or at such other date as is designated by the Board of Directors. Special assessments shall become due and payable thirty days after the date on which the Board of Directors sets the amount of the special assessment, unless some other due date is specified by the Board. The Association shall upon demand at any time furnish to any owner liable for any assessment a certificate in writing signed by a duly authorized representative of the Association setting forth whether the assessments on a specified lot have been paid.

Section 5. Effect of Nonpayment of Assessments; the Personal Obligations of the Owners; the Liens; Remedies of the Association. If an assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the property which shall bind such property in the hands of the owners, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his or her personal obligation and shall not pass to his or her successors in title unless expressly assumed by them.

If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney's fees incurred in collection. No owner

may waive or otherwise escape liability for the assessments provided for herein by non-use of the services and facilities provided or by abandonment of his or her lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessments coming due during the time he owned the property.

Section 7. Exempt Property. The following property shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent to any easement or interest otherwise retained by the Association, its heirs, successors, and assigns; (b) all properties to the extent to any interest retained by John T. Peterson and Ernestine Peterson, until such time as any lot is improved by the construction of a residential or commercial unit, at which time said individual lot shall be subject to the assessments as herein provided, and (c) notwithstanding any provisions herein, no land or improvements devoted to dwelling or commercial use shall be exempt from assessments, charges or liens.

## VIII

### THE SEWER SYSTEM

Section 1. Rights, Powers and Duties of the Association. The Association shall have the following rights, powers and duties in regard to the sewer system:

- A. The Association shall construct, maintain, operate,

repair, improve, and regulate the use of the sewer system. In connection with such construction, maintenance, operation, repair, improvement and regulation of the sewer system, the Association shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 204, RSMo, and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder, and all other provisions of law, federal, state and local, as such may exist from time to time.

B. The Association shall provide to all lot owners in the above-described property the right and advantage of connection with such sewer system for the collection, treatment and disposal of sewage and wastewater, subject, however, to the conditions hereinafter provided, and subject to such reasonable rules and regulations as may be prescribed by the Association, such rules and regulations to be uniform in application to all owners of lots of the same classification.

C. Subject to the approval of the Commission, the Association may acquire for addition to the sewer system any sewage treatment facilities, properties, and improvements of the type described in this Declaration which are located outside the properties described above, and may permit any property and improvements located outside the properties described above to be connected to the sewer system, provided that all such assets which are acquired for addition to the sewer system and all such property and improvements which are permitted to be connected to the sewer system shall be made subject to all the terms, conditions and restrictions of this Declaration and the rules and regulations of the Association promulgated pursuant thereto.

D. The Association is empowered to transfer and convey to any public authority, municipal corporation, or private corporation certificated by the Public Service Commission of Missouri, with the approval of the Commission, said sewer system, either with or without money consideration therefor, and such conveyance shall become mandatory and shall be made by the Association as soon as practicable, subject to the approval of the Commission,

when any such public authority, municipal corporation, or private corporation certificated by the Public Service Commission becomes capable of accepting such conveyance and thereafter performing all functions relating to the construction, maintenance, operation, repair, improvement and regulation of the sewer system.

E. The Association is empowered to contract with any other person, firm, or governmental or other entity for the performance of all or any part of the sewage treatment services, or construction, repair and improvement of the sewer system, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operating and maintaining the sewer system.

F. The Board of Directors shall adopt, prescribe and enforce reasonable rules and regulations with respect to the use of the sewer system. Said rules and regulations shall not conflict with the Missouri Clean Water Law and regulations promulgated pursuant thereto.

G. The Board of Directors shall be authorized from time to time to employ such agents, servants and employees as they may determine necessary, and may employ counsel to prosecute or defend suits or actions for or against them concerning the sewer system and the operation thereof.

H. The Board of Directors shall be authorized to contract for and obtain such policies of insurance and surety bonds as it may deem necessary or appropriate concerning construction, maintenance, operation, repair and improvement of the sewer system.

I. The Board of Directors shall be authorized to establish an escrow account to be the depository of a special assessment to be used exclusively for the construction and installation of sewage and waste water disposal facilities pursuant to plans and specifications approved by the Missouri Department of Natural Resources or any other agency having jurisdiction over such facilities.

Section 2. Number of Users. No more household unit

connections or other unit connections shall be allowed to discharge into the sewer system than the maximum number allowed by any permit issued pursuant to the Missouri Clean Water Law with respect to such sewer system.

Section 3. Connection to the Sewer System. All homes and other structures requiring sewage or wastewater disposal facilities shall be connected to the sewer system, and no such home or structure may be occupied unless so connected to the sewer system after the central sewer system becomes available. No septic tank, cesspool, outhouse or other means of disposal of sewage on an individual lot may then be used in the subdivision.

Section 4. Duty to Maintain, Repair and Improve. If the sewer system shall at any time require maintenance, repair, improvement, or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same and to determine the terms of the contract. The Association shall pay for the costs thereof from the annual and special assessments made hereunder. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment for such costs.

Section 5. Central Sewer System. Phase I. The following restrictions apply to a a portion of Heritage Acres more particularly described in attached Exhibit "D", hereinafter referred to as "Phase I area".

At such time as 43 dwellings within the Phase I are occupied, the Association shall install a central sewage collection and treatment system in accordance with specifications approved by the Missouri Department of Natural Resources.

At such time as the central sewage collection and treatment system is installed and in operation, any lot owners using interim on-site treatment shall disconnect from the septic tank/tile field and connect to the central sewer. At that time, any further use of any existing septic tank/tile field is strictly prohibited.

At this time, any lot owner who fails or refuses to connect

from the existing septic tank/tile field within thirty (30) days after the Phase I central sewer system becomes available, the Association shall enter upon the offending lot and perform such work at the expense of the owner.

Until such time as the 43 dwellings within the Phase I area are occupied and until the Phase I central sewer system is installed and operational, the Association shall provide to the Department of Natural Resources, 1155 E. Cherokee Street, Springfield, Missouri 65807, an annual report summarizing the number of lots sold and dwellings occupied. Said report shall be due on January 1, 1983 and on January 1 of each year thereafter.

Until such time as 43 dwellings within the Phase I area are occupied, each owner, prior to occupying any improvement located thereon, shall install a concrete septic tank in accordance with the specifications outlined in Section 7, subsections A, B, and C below.

Section 6. Central Sewer System. Phase II. The following restrictions apply to a portion of Heritage Acres more particularly described in attached Exhibit "E", hereinafter referred to as the "Phase II area". There shall be no occupancy of any dwellings located in the Phase II area until such time as the central sewage collection and treatment system is in operation within the Phase I area. Before any dwelling shall be occupied in the Phase II area, the dwelling shall be connected to the central sewer system. The use of septic tanks in the Phase II area shall not be permitted.

Section 7. Septic Tanks on Certain Lots. The following restrictions apply to a portion of Heritage Acres more particularly described in attached Exhibit "F".

A. Each owner, at the time he constructs an improvement on his lot, shall also install a concrete septic tank with a minimum capacity of 1000 gallons and a soil absorption field (tile field) with a trench bottom area.

B. Each septic tank shall be connected to a lateral absorption tile field with a minimum of 144 square feet trench

bottom area per person expected to occupy the improvement. The tile field shall contain lines that are laid no closer than 10 feet apart, that are laid no deeper than 36 inches, and that are laid in trenches no wider than 36 inches and no narrower than 18 inches, and that are laid on a slope not exceeding 6 inches per 100 feet, exceptions to these specifications to be approved by the Missouri Department of Natural Resources. No single tile field line shall exceed 100 feet in length and shall be laid on a base of coarse gravel or crushed rock not less than 6 inches thick. Additional gravel or crushed rock shall be placed around the line to a depth of at least 2 inches above the line. The septic tank and all tile field lines appurtenant thereto shall be located at least 25 feet from the nearest property line.

C. Each owner shall provide to the Association the certification of a professional engineer or a qualified public health official that the septic tank and tile field have been installed in accordance with the approved Engineering Report.

Section 8. Additional Parties. Any lot owner who owns property in Heritage Acres but who is not bound by these restrictions who desires to connect to the central wastewater connection line and treatment system shall do so only in accordance with and subject to the provisions of Section 5 of this Article. Prior to such connection, the owner shall execute a Sewer Hookup Agreement with the Association.

## IX

### GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain violation, to require correction of a violation, or to recover damages, and against the land to enforce the lien created by these covenants. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.



In addition to the powers of any owner or the Association to enforce these covenants and restrictions, the provisions herein relating to the sewer system, provisions of sewage treatment and disposal services and facilities, and making and collection of assessments for such purposes, may be enforced in a proceeding in equity by the Commission, as beneficiaries of such provisions.

Section 2. Right of Entry. The right to enter any lot or tract at any reasonable time for the purpose of inspection, maintenance and repair of the sewer system, or for the purpose of inspecting for possible violations of the provisions of these covenants and restrictions or possible violations of the Missouri Clean Water Law and regulations, is granted to the Association and its authorized representatives, the Commission, its successors and representatives, the developer, the representatives of any person, firm, corporation, municipality or public agency contracting or otherwise acting with or for the Association to provide operation, maintenance or monitoring service for the sewer system.

Section 3. Severability. Invalidation of any one of these covenants or restrictions or any sentence, phrase or word thereof by judgment or court order shall in no wise affect other provisions which shall remain in full force and effect.

Section 4. Duration; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, or to the Commission as provided herein, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions herein may be amended by three-fourths (3/4) of the lot owners of the subdivision, upon rededication of an instrument duly signed by three-fourths (3/4) of the then lot owners specifying the amendments to be made; provided that no amendment to this Declaration may be made which in any way affects the making of

or obligation for annual and special assessments or the powers, rights and duties of the Association respecting the sewer system, without the express written consent of the Commission.

Section 5. The Association is empowered to contract with any other person, firm, or governmental or other entity for the construction, maintenance and operation of a central water system, provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred by the Association in operating and maintaining the sewer system.

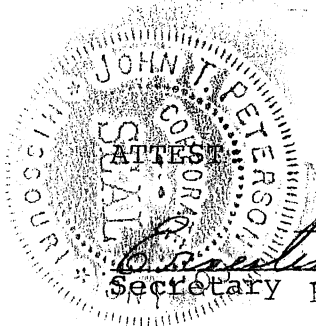
Executed this 21<sup>st</sup> day of May, 1982.

John T. Peterson  
John T. Peterson

Ernestine C. Peterson  
Ernestine C. Peterson

JOHN T. PETERSON CO., INC.,  
a Missouri Corporation

By John T. Peterson  
John T. Peterson



Ernestine C. Peterson  
Secretary Ernestine C. Peterson

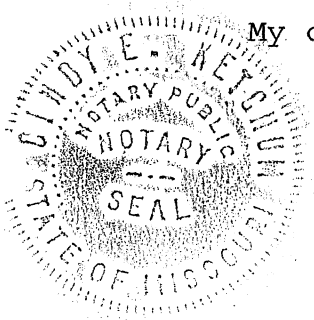
STATE OF MISSOURI    )  
                                  ) ss.  
COUNTY OF JASPER    )

On this 21<sup>st</sup> day of May, 1982, before me, appeared John T. Peterson and Ernestine C. Peterson, his wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

Cindy E. Ketchum  
Notary Public Cindy E. Ketchum

My commission expires 4/20/84.



STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JASPER )

On this 21<sup>st</sup> day of May, 1982, before me, appeared John T. Peterson, to me personally known, who being by me duly sworn, did say that he is the President of John T. Peterson Co., Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John T. Peterson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Cindy E. Ketchum  
Notary Public Cindy E. Ketchum

My commission expires: 4/20/84



## EXHIBIT "A"

Beginning at a point 576.75 feet East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $64^{\circ} 18'$  East, 259.60 feet. Thence North  $19^{\circ} 57'$  East 123.06 feet. Thence East 244.97 feet. Thence North  $0^{\circ} 19'$  West 372.40 feet. Thence North  $88^{\circ} 49'$  East, 33.0 feet. Thence North  $7^{\circ} 19'$  East, 273.10 feet. Thence South  $77^{\circ} 58'$  East 277.64 feet. Thence North  $7^{\circ} 44'$  West, 294.35 feet. Thence South  $88^{\circ} 56'$  East, 320.90 feet. Thence South  $27^{\circ} 35'$  East 52.70 feet. Thence South  $22^{\circ} 35'$  West, 122.83 feet. Thence South  $22^{\circ} 35'$  West 26.6 feet. Thence South  $17^{\circ} 35'$  West 123.40 feet. Thence South  $88^{\circ} 43'$  West, 63.43 feet. Thence South  $88^{\circ} 49'$  West 448.04 feet. Thence South 200.0 feet. Thence North  $88^{\circ} 49'$  East 70.0 feet, thence South 360.35 feet to the point of beginning.

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West, 304.0 feet to the point of beginning. Thence North  $89^{\circ} 26'$  East, 645.68 feet. Thence South  $75^{\circ} 34'$  East, 90.60 feet. Thence South  $6^{\circ} 04'$  West 131.10 feet. Thence South  $1^{\circ} 33'$  East, 269.95 feet. Thence South  $1^{\circ} 51'$  West, 30.20 feet. Thence North  $85^{\circ} 41'$  West 303.48 feet. Thence North  $0^{\circ} 07'$  East 290.0 feet. Thence South  $89^{\circ} 26'$  West 430.30 feet. Thence North  $0^{\circ} 07'$  East 140.0 feet to the point of beginning.

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West along the West line of said quarter 1021.28 feet to the point of beginning. Thence South  $0^{\circ} 07'$  West 250.0 feet. Thence North  $89^{\circ} 03'$  East 365.80 feet. Thence South  $88^{\circ} 49'$  West, 280.30 feet. Thence North  $0^{\circ} 35'$  East 200.90 feet. Thence North  $4^{\circ} 46'$  East, 49.33 feet. Thence South  $88^{\circ} 57'$  West, 651.73 feet to the point of beginning.

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West along the West line of said quarter, 444.0 feet to the point of beginning. Thence South  $0^{\circ} 07'$  West 557.28 feet. Thence North  $88^{\circ} 57'$  East, 651.73 feet. Thence North  $17^{\circ} 41'$  East 269.51 feet. Thence North  $85^{\circ} 41'$  West, 303.48 feet. Thence North  $0^{\circ} 07'$  East, 290.0 feet. Thence South  $89^{\circ} 26'$  West, 430.30 feet to the point of beginning.

Commencing at the center of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $89^{\circ} 44'$  East along the South line of the Northeast Quarter of Section 15, Township 28, Range 32, 510.0 feet to the point of beginning. Thence South  $89^{\circ} 44'$  East, 1223.77 feet. Thence North  $0^{\circ} 14' 50''$  East, 1200.0 feet. Thence North  $89^{\circ} 44'$  West, 300.0 feet. Thence North  $0^{\circ} 14' 50''$  East, 1431.28 feet to the South right of way line of a County Road. Thence South  $89^{\circ} 56'$  West 923.77 feet. Thence South  $0^{\circ} 14' 50''$  West 2616.03 feet to the point of beginning.

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 07' 53''$  East along the East line of said quarter, 385.89 feet. Thence West 425.0 feet. Thence North  $0^{\circ} 07' 53''$  East, 218.0 feet. Thence East 425.0 feet. Thence North  $0^{\circ} 07' 53''$  East, 988.32 feet. Thence North  $89^{\circ} 52'$  West, 30.0 feet. Thence along a curve to the left having a radius of 196.90 feet a distance of 125.72 feet. Thence North  $36^{\circ} 27'$  West 363.90 feet. Thence along a curve to the left having a radius of 720.30 feet a distance of 143.52 feet. Thence North  $47^{\circ} 52'$  West, 308.32 feet. Thence along a curve to the left having a radius of 587.13 feet a distance of 123.13 feet. Thence North  $59^{\circ} 53' 30''$  West, 219.35 feet. Thence along a curve to the left having a radius of 804.09 feet a distance of 418.21 feet. Thence South  $0^{\circ} 07' 53''$  West, 1385.0 feet. Thence North  $89^{\circ} 56'$  East, 345.0 feet. Thence South  $0^{\circ} 07' 53''$  West, 2461.0 feet more or less to the South line of the Northwest Quarter of the Southeast Quarter of Section 14. Thence East along the South line of said quarter 960 feet more or less to the Southeast corner. Thence North to the point of beginning.

Beginning at a point 1956.37 feet East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 19'$  West 328.82 feet. Thence North  $88^{\circ} 49'$  East, 90.0 feet. Thence North  $1^{\circ} 21'$  West 976.39 feet. Thence North  $89^{\circ} 44'$  West, 270.0 feet. Thence North  $0^{\circ} 14' 50''$  East 1200.0 feet. Thence North  $89^{\circ} 44'$  West 300.0 feet. Thence North  $0^{\circ} 14' 50''$  East, 1421.38 feet. Thence North  $89^{\circ} 56'$  East, 1100.0 feet. Thence South  $0^{\circ} 07' 50''$  West 1385.0 feet. Thence North  $89^{\circ} 56'$  East, 345.0 feet. Thence South  $0^{\circ} 07' 53''$  West, 2461.0 feet more or less to the South line of the Northwest Quarter of the Southeast Quarter of Section 14, Township 28, Range 32. Thence West 960.0 feet to the point of beginning.

Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 14' 50''$  East, 3918.29 feet. Thence North  $89^{\circ} 56'$  East 510.0 feet. Thence South  $0^{\circ} 14' 50''$  West, 2613.0 feet. Thence South  $2^{\circ} 56'$  West 194.0 feet. Thence North  $89^{\circ} 15'$  West 31.5 feet. Thence South  $1^{\circ} 36'$  East 262.03 feet. Thence North  $88^{\circ} 49'$  East 124.07 feet. Thence South 300.0 feet. Thence South  $88^{\circ} 49'$  West 43.20 feet. Thence South 200.0 feet. Thence North  $88^{\circ} 49'$  East 70.0 feet. Thence South 360.35 feet. Thence West 576.75 feet to the point of beginning.

## EXHIBIT "B"

Beginning at a point 576.75 feet East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $64^{\circ} 18'$  East, 259.60 feet. Thence North  $19^{\circ} 57'$  East 123.06 feet. Thence East 244.97 feet. Thence North  $0^{\circ} 19'$  West 372.40 feet. Thence North  $88^{\circ} 49'$  East, 33.0 feet. Thence North  $7^{\circ} 19'$  East, 273.10 feet. Thence South  $77^{\circ} 58'$  East 277.64 feet. Thence North  $7^{\circ} 44'$  West, 294.35 feet. Thence South  $88^{\circ} 56'$  East, 320.90 feet. Thence South  $27^{\circ} 35'$  East 52.70 feet. Thence South  $22^{\circ} 35'$  West, 122.83 feet. Thence South  $22^{\circ} 35'$  West 26.6 feet. Thence South  $17^{\circ} 35'$  West 123.40 feet. Thence South  $88^{\circ} 43'$  West, 63.43 feet. Thence South  $88^{\circ} 49'$  West 448.04 feet. Thence South 200.0 feet. Thence North  $88^{\circ} 49'$  East 70.0 feet, thence South 360.35 feet to the point of beginning.

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West, 304.0 feet to the point of beginning. Thence North  $89^{\circ} 26'$  East, 645.68 feet. Thence South  $75^{\circ} 34'$  East, 90.60 feet. Thence South  $6^{\circ} 04'$  West 131.10 feet. Thence South  $1^{\circ} 33'$  East, 269.95 feet. Thence South  $1^{\circ} 51'$  West, 30.20 feet. Thence North  $85^{\circ} 41'$  West 303.48 feet. Thence North  $0^{\circ} 07'$  East 290.0 feet. Thence South  $89^{\circ} 26'$  West 430.30 feet. Thence North  $0^{\circ} 07'$  East 140.0 feet to the point of beginning.

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West along the West line of said quarter, 444.0 feet to the point of beginning. Thence South  $0^{\circ} 07'$  West 557.28 feet. Thence North  $88^{\circ} 57'$  East, 651.73 feet. Thence North  $17^{\circ} 41'$  East 269.51 feet. Thence North  $85^{\circ} 41'$  West, 303.48 feet. Thence North  $0^{\circ} 07'$  East, 290.0 feet. Thence South  $89^{\circ} 26'$  West, 430.30 feet to the point of beginning.

Commencing at the center of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $89^{\circ} 44'$  East along the South line of the Northeast Quarter of Section 15, Township 28, Range 32, 510.0 feet to the point of beginning. Thence South  $89^{\circ} 44'$  East, 1223.77 feet. Thence North  $0^{\circ} 14' 50''$  East, 1200.0 feet. Thence North  $89^{\circ} 44'$  West, 300.0 feet. Thence North  $0^{\circ} 14' 50''$  East, 1431.28 feet to the South right of way line of a County Road. Thence South  $89^{\circ} 56'$  West 923.77 feet. Thence South  $0^{\circ} 14' 50''$  West 2616.03 feet to the point of beginning.

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 07' 53''$  East along the East line of said quarter, 385.89 feet. Thence West 425.0 feet. Thence North  $0^{\circ} 07' 53''$  East, 218.0 feet. Thence East 425.0 feet. Thence North  $0^{\circ} 07' 53''$  East, 988.32 feet. Thence North  $89^{\circ} 52'$  West, 30.0 feet. Thence along a curve to the left having a radius of 196.90 feet a distance of 125.72 feet. Thence North  $36^{\circ} 27'$  West 363.90 feet. Thence along a curve to the left having a radius of 720.30 feet a distance of 143.52 feet. Thence North  $47^{\circ} 52'$  West, 308.32 feet. Thence along a curve to the left having a radius of 587.13 feet a distance of 123.13 feet. Thence North  $59^{\circ} 53' 30''$  West, 219.35 feet. Thence along a curve to the left having a radius of 804.09 feet a distance of 418.21 feet. Thence South  $0^{\circ} 07' 53''$  West, 1385.0 feet. Thence North  $89^{\circ} 56'$  East, 345.0 feet. Thence South  $0^{\circ} 07' 53''$  West, 2461.0 feet more or less to the South line of the Northwest Quarter of the Southeast Quarter of Section 14. Thence East along the South line of said quarter 960 feet more or less to the Southeast corner. Thence North to the point of beginning.

Beginning at a point 1956.37 feet East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 19'$  West 328.82 feet. Thence North  $88^{\circ} 49'$  East, 90.0 feet. Thence North  $1^{\circ} 21'$  West 976.39 feet. Thence North  $89^{\circ} 44'$  West, 270.0 feet. Thence North  $0^{\circ} 14' 50''$  East 1200.0 feet. Thence North  $89^{\circ} 44'$  West 300.0 feet. Thence North  $0^{\circ} 14' 50''$  East, 1421.38 feet. Thence North  $89^{\circ} 56'$  East, 1100.0 feet. Thence South  $0^{\circ} 07' 50''$  West 1385.0 feet. Thence North  $89^{\circ} 56'$  East, 345.0 feet. Thence South  $0^{\circ} 07' 53''$  West, 2461.0 feet more or less to the South line of the Northwest Quarter of the Southeast Quarter of Section 14, Township 28, Range 32. Thence West 960.0 feet to the point of beginning.

Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 14' 50''$  East, 3918.29 feet. Thence North  $89^{\circ} 56'$  East 510.0 feet. Thence South  $0^{\circ} 14' 50''$  West, 2613.0 feet. Thence South  $2^{\circ} 56'$  West 194.0 feet. Thence North  $89^{\circ} 15'$  West 31.5 feet. Thence South  $1^{\circ} 36'$  East 262.03 feet. Thence North  $88^{\circ} 49'$  East 124.07 feet. Thence South 300.0 feet. Thence South  $88^{\circ} 49'$  West 43.20 feet. Thence South 200.0 feet. Thence North  $88^{\circ} 49'$  East 70.0 feet. Thence South 360.35 feet. Thence West 576.75 feet to the point of beginning.

## EXHIBIT "C"

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West along the West line of said quarter 1021.28 feet to the point of beginning. Thence South  $0^{\circ} 07'$  West 250.0 feet. Thence North  $89^{\circ} 03'$  East 365.80 feet. Thence South  $88^{\circ} 49'$  West, 280.30 feet. Thence North  $0^{\circ} 35'$  East 200.90 feet. Thence North  $4^{\circ} 46'$  East, 49.33 feet. Thence South  $88^{\circ} 57'$  West, 651.73 feet to the point of beginning.



## EXHIBIT "D"

Commencing at the center of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $89^{\circ} 44'$  East along the South line of the Northeast Quarter of Section 15, Township 28, Range 32, 510.0 feet to the point of beginning. Thence South  $89^{\circ} 44'$  East, 1223.77 feet. Thence North  $0^{\circ} 14' 50''$  East, 1200.0 feet. Thence North  $89^{\circ} 44'$  West, 300.0 feet. Thence North  $0^{\circ} 14' 50''$  East, 1431.28 feet to the South right of way line of a County Road. Thence South  $89^{\circ} 56'$  West 923.77 feet. Thence South  $0^{\circ} 14' 50''$  West 2616.03 feet to the point of beginning.

## EXHIBIT "E"

Beginning at a point 1956.37 feet East of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 19'$  West 328.82 feet. Thence North  $88^{\circ} 49'$  East, 90.0 feet. Thence North  $1^{\circ} 21'$  West 976.39 feet. Thence North  $89^{\circ} 44'$  West, 270.0 feet. Thence North  $0^{\circ} 14' 50''$  East 1200.0 feet. Thence North  $89^{\circ} 44'$  West 300.0 feet. Thence North  $0^{\circ} 14' 50''$  East, 1421.38 feet. Thence North  $89^{\circ} 56'$  East, 1100.0 feet. Thence South  $0^{\circ} 07' 50''$  West 1385.0 feet. Thence North  $89^{\circ} 56'$  East, 345.0 feet. Thence South  $0^{\circ} 07' 53''$  West, 2461.0 feet more or less to the South line of the Northwest Quarter of the Southeast Quarter of Section 14, Township 28, Range 32. Thence West 960.0 feet to the point of beginning.

Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence North  $0^{\circ} 14' 50''$  East, 3918.29 feet. Thence North  $89^{\circ} 56'$  East 510.0 feet. Thence South  $0^{\circ} 14' 50''$  West, 2613.0 feet. Thence South  $2^{\circ} 56'$  West 194.0 feet. Thence North  $89^{\circ} 15'$  West 31.5 feet. Thence South  $1^{\circ} 36'$  East 262.03 feet. Thence North  $88^{\circ} 49'$  East 124.07 feet. Thence South 300.0 feet. Thence South  $88^{\circ} 49'$  West 43.20 feet. Thence South 200.0 feet. Thence North  $88^{\circ} 49'$  East 70.0 feet. Thence South 360.35 feet. Thence West 576.75 feet to the point of beginning.

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West along the West line of said quarter 1021.28 feet to the point of beginning. Thence South  $0^{\circ} 07'$  West 250.0 feet. Thence North  $89^{\circ} 03'$  East 365.80 feet. Thence South  $88^{\circ} 49'$  West, 280.30 feet. Thence North  $0^{\circ} 35'$  East 200.90 feet. Thence North  $4^{\circ} 46'$  East, 49.33 feet. Thence South  $88^{\circ} 57'$  West, 651.73 feet to the point of beginning.

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 28, Range 32, Jasper County, Missouri. Thence South  $0^{\circ} 07'$  West along the West line of said quarter, 444.0 feet to the point of beginning. Thence South  $0^{\circ} 07'$  West 557.28 feet. Thence North  $88^{\circ} 57'$  East, 651.73 feet. Thence North  $17^{\circ} 41'$  East 269.51 feet. Thence North  $85^{\circ} 41'$  West, 303.48 feet. Thence North  $0^{\circ} 07'$  East, 290.0 feet. Thence South  $89^{\circ} 26'$  West, 430.30 feet to the point of beginning.

EXHIBIT "F"

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 28, Range 32, Jasper County, Missouri. Thence North 0° 07' 53" East along the East line of said quarter, 385.89 feet. Thence West 425.0 feet. Thence North 0° 07' 53" East, 218.0 feet. Thence East 425.0 feet. Thence North 0° 07' 53" East, 988.32 feet. Thence North 89° 52' West, 30.0 feet. Thence along a curve to the left having a radius of 196.90 feet a distance of 125.72 feet. Thence North 36° 27' West 363.90 feet. Thence along a curve to the left having a radius of 720.30 feet a distance of 143.52 feet. Thence North 47° 52' West, 308.32 feet. Thence along a curve to the left having a radius of 587.13 feet a distance of 123.13 feet. Thence North 59° 53' 30" West, 219.35 feet. Thence along a curve to the left having a radius of 804.09 feet a distance of 418.21 feet. Thence South 0° 07' 53" West, 1385.0 feet. Thence North 89° 56' East, 345.0 feet. Thence South 0° 07' 53" West, 2461.0 feet more or less to the South line of the Northwest Quarter of the Southeast Quarter of Section 14. Thence East along the South line of said quarter 960 feet more or less to the Southeast corner. Thence North to the point of beginning.

State of Missouri }  
 County of Jasper } ss.  
**FILED FOR RECORD** 45  
 AT..... MINUTES  
 O'CLOCK JUN 1 1982

*Vesta Braham*  
 RECORDER

STATE OF MISSOURI }  
 COUNTY OF JASPER } ss.

**In The Recorder's Office**

I, Vesta Braham, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 1 day of June A.D. 19 82 at 1 o'clock and 45 minutes P.M., duly filed for record in this office, and is recorded in the records of this office in filmed book 1253 at page s 2455-2481.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 1 day of June A.D. 19 82

VESTA BRAHAM Recorder  
 By Diane H. Smith Deputy