

PEACEFUL VALLEY PROPERTY
OWNERS ASSOCIATION, INC

Abstract of Restrictions

This is a summary of the Restrictions as filed with the
Recorder of Deeds of Gasconade County on 09/14/64.

**PEACEFUL VALLEY PROPERTY OWNERS ASSOCIATION, INC.
ABSTRACT OF RESTRICTIONS**

POLICY I-A: DESCRIPTION OF GOVERNING DOCUMENTS

REVISION NUMBER: ORIGINAL

APPROVED BY:

DATE:

The Peaceful Valley Property Owners Assn. is governed by the following documents:

1. RESTRICTIONS:

These restrictions are legally enforceable covenants that are part of the original Peaceful Valley Lake Subdivision documents and are part of every property deed at Peaceful Valley. They can only be changed by written agreement of two-thirds of the lot owners of the Subdivision. However these changes may not be more restrictive than the current regulations. (See Exhibit I-A)

2. BY-LAWS:

These are the Corporate By-laws; they control the way the Corporation conducts business. They can only be changed by a two-thirds vote of the members attending the Annual Meeting.
(See Exhibit I-C)

3. RULES AND REGULATIONS:

Section 8 of the By-Laws, authorize the Board to make and enforce Rules and Regulations governing the Subdivision. As long as they do not violate the Deed Restrictions or the By-Laws. (See Exhibit I-B). These are made or changed by a majority vote of the Board of Directors at the monthly meeting. This policy manual is meant to include all rules and operating procedures that are followed by the Board.

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RESTRICTIONS EXHIBIT I-A

ABSTRACT OF RESTRICTIONS

The following restrictions, abstracted from the original Deed of Dedication affecting the property in this subdivision, govern the land and its use and are instituted for your protection. It is the intent of these restrictions to not only protect the natural beauty of Peaceful Valley Lake Estates, but also to protect your investment therein.

1. Said lots shall be used exclusively for residential purposes, except those lots designated as business, recreational or park areas on the maps and plats aforesaid.
2. Not more than one single family dwelling house may be erected or constructed on any one lot or more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tarpaper; roll brick siding or similar structures shall be erected, moved to or placed upon said premises. All buildings must be completed within six months from the date construction commences.
3. The Peaceful Valley Lake Corporation or its successors and assigns shall have the right to develop other subdivisions in Peaceful Valley Lake Development, provided however, that the restrictions as to those subdivisions shall be the same as the restrictions used herein, and further the Peaceful Valley Lake Corporation, its successors and assigns shall have the right to designate certain areas in each subdivision in the Peaceful Valley Lake Development to be used for mobile residence, business, business or recreation, park or wooded area, the respective classes are designated as follows: Class A, mobile residences; Class E, businesses; Class C, business or recreational; Class D, park or wooded areas.
4. No residence shall have less than 700 square feet of living space on the ground or first floor, exclusive of porch area. All foundation and structure plans are subject to approval of Peaceful Valley Lake Corporation or its assigns as to quality of workmanship and materials, and as to location with respect to topography and finish grade elevation. No additions shall be made to the first structure that do not conform with the first structure as to quality of workmanship, materials, harmony of external design with existing structures, and grade elevation. No porch or projection of any building shall extend nearer than 20 feet from any road right of way, not nearer than 6 feet from the property line of any a butting property owner, nor within 30 feet from the normal water line of Peaceful Valley Lake.

No fence, hedge or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless approved as provided above.

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There is excepted from the restrictions and requirements on the construction of residences, certain areas of Peaceful Valley Lake Development, which are designated Class "A" lots on the plat, recorded or to be recorded in the Office of the Recorder of Deeds of Gasconade

County, Missouri, as being for the location and maintenance of house trailers and mobile homes. The requirements and restrictions on the type of house trailers and mobile homes, and the maintenance of same, is to be recorded in the Office of the Recorder of Deeds of Gasconade County, Missouri, and the location and maintenance of house trailers and mobile homes shall comply with those rules and restrictions. All rules and restrictions pertaining to sewage disposal, water and all other rules and restrictions pertaining to the subdivision generally will also apply to house trailers and mobile homes.

5. No outside toilet, septic tanks or dry pits shall be allowed. Sewage disposal of all toilets, baths, showers, sinks, lavatories, and inside drains must be made use by sanitary connections to the sewer lines maintained by Peaceful Valley Lake Corporation or its assigns. Such facilities shall be allowed by consent of the Peaceful Valley Lake Corporation if a sanitary sewer line is not constructed and until such sanitary sewer line has been constructed. Such facilities when allowed shall comply with rules, regulations and specifications of the Missouri State Board of Health.
6. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Peaceful Valley Lake Corporation or its successors or assigns.
7. No boat dock, floats, other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Peaceful Valley Lake Corporation, its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of Peaceful Valley Property Owners Association, Inc.
8. Peaceful Valley Lake Corporation for itself, its successors, assigns and licensees reserves a 10 foot wide easement for all road right of ways, a 6 foot wide easement along the side and rear lines of each and every lot, and a 25 foot wide easement along the normal high water line of Peaceful Valley Lake for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations and maintenance; together with the right to install, operate and maintain gas and water mains and appurtenances thereto; sewer lines, culvert and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not

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be subject to the aforementioned 6-foot easement. The Peaceful Valley Lake Corporation for itself, its successors, assigns and licensees also reserve the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against Peaceful Valley Lake Corporation, its successors, assigns or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said lots in installing, operating or maintaining above-mentioned installation.

9. No hunting or discharge of firearms upon the subdivision shall be allowed.
10. All trash, garbage or other waste shall be removed at frequent intervals, and is to be kept in sanitary containers, incinerators or other equipment for the storage or disposal of such material.
11. No sale of any lot shall be consummated without giving at least 30 days notice to the Peaceful Valley Lake Corporation or its assigns and the owners of the two lots adjoining said lot on the sides, of the terms and prospective purchaser thereof; the Peaceful Valley Lake Corporation or its assigns and the owners of the two lots adjoining said lot shall have the first opportunity to purchase the property on such terms. The refusal of the Peaceful Valley Lake Corporation or its assigns and the owners of the two lots adjoining said lot on the sides to purchase on such terms, shall not be considered a waiver of the right of first opportunity to purchase if the lot is offered on different terms. Such notice shall be personally served in writing if service can be made in the subdivision; if any person entitled to service cannot be found in the subdivision, notice shall be mailed to person at his address last known to the Peaceful Valley Lake Corporation or its assigns. Affidavit of the person making service shall be sufficient evidence thereof to protect a purchaser.
12. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators and assigns, and if said owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1974. The same may be thereafter, and from time to time, amended or revoked in whole or in part, by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing. Provided, however, that no changes shall be made that would increase, make more stringent, or make more restrictive the restrictions and covenants contained herein; nor shall any changes be made which might violate the purpose set forth in restriction number 1. Any invalidation of any one of these restrictions and covenants shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. Any waiver of any one of these restrictions and covenants by the Peaceful Valley Lake Corporation to any person shall not be construed as a waiver of the restriction.

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13. Each Purchaser in Peaceful Valley Lake Corporation shall be subject to an annual charge which Purchaser agrees to pay to the Peaceful Valley Property Owners Association, its successors and assigns, annually on the first day of March in the year following the date of
14. this agreement, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said area are exercised or not. Purchaser further agrees that the use of any of the above mentioned areas shall be subject to approval of Purchaser for membership in Peaceful Valley Property Owners Association, as herein provided, and to comply with all rules and regulations from time to time promulgated by said Association. Purchaser further agrees that the charges, as herein set forth, shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction, or otherwise; and that upon the conveyance of any part of the lands, described herein, the grantee thereof; and each and every successive owner and/or owners, shall from the time of acquiring title and by the acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Peaceful Valley Lake Corporation and/or Peaceful Valley Property Owners Association, its successors and assigns, all charges past and/or future, as provided for in, and in strict accordance with the terms and provisions hereof.
15. The covenants and restrictions contained herein shall be perpetual in time, except as otherwise provided herein.

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