

## COVENANTS AND RESTRICTIONS

WHEREAS, \_\_\_\_\_ (hereinafter referred to as "Owner"), is the owner of a tract of land situated in Randolph County, Missouri, more particularly described as follows:

A TRACT OF LAND NOTED AS TRACT 5 PER ATTACHED  
SKETCH IN TOWNSHIP 52N, RANGE 14W, AND SECTION 21  
OF RANDOLPH COUNTY.

WHEREAS, the Owner has caused a portion of the above described tract to be subdivided and plat thereof to be made and recorded in the office of the Recorder of Deeds for Randolph County, Missouri said plat identified in that certain survey recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Deed of Records in Randolph County, and

WHEREAS, there have been designated on the plat certain tracts described as Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11.

WHEREAS, it is the purpose of the Owner, that this subdivision be and remain a quality subdivision, and,

WHEREAS, the Owner desires that the benefits of this subdivision shall be available to the Owners, their heirs, and assigns and all person who may purchase, hold, or own lots, tracts, or parcels in said subdivision.

NOW, THEREFORE, in consideration of the above premises and the benefits to the undersigned, their heirs, personal representatives, successors and assigns, and to all other persons who may hereafter own lots, tracts, or parcels in said subdivision, the undersigned do hereby declare and impose the following conditions, restrictions and limitations on the property above-described to wit:

1. Building Setback Lines: No building or other structure shall be located closer than Fifty (50) feet to the road frontage of any tract or lot nor closer than Fifty (50) feet to the side property line of any tract or lot.
2. Sewage Disposal: At such time as any building is erected on any tract or lot for residential purposes, the then owner of the tract or lot shall be required to install a sewage disposal system which is in compliance with all standards set by any federal, state, county or local agency, administrative body, statute, law ordinance or building code.
3. Land Use: No tract or lot shall be used except for residential purposes only and each tract or lot shall contain not more than one single family residence. Storage sheds, detached garages are permitted.
4. Residential Structures: No dwelling shall be permitted on any lot unless the following requirements are met:

- a. The finished living area of the ground floor of a one-story dwelling shall contain not less than 1,500 square feet.
- b. The finished living area of the ground floor of a two-story dwelling shall contain not less than 900 square feet and the total finished living area of both the ground floor and the upper floor of a two-story dwelling shall contain not less than 1,600 square feet.
- c. The total finished living area of all floor levels of a tri-level, four level or greater numbered level dwelling shall contain not less than 1,600 square feet. The term "finished living area" as used herein shall be exclusive of and not include open porches, patios and garages.
- d. No single wide mobile/manufactured homes allowed.

5. Signs: No signs, billboards or advertising of any kind shall be permitted or allowed, except that nothing shall prevent or prohibit a "for sale" sign of reasonable nature and size being placed on the restricted tract or lot.

6. Nuisances: No noxious or offensive activities shall be carried on upon any tract or lot, nor shall anything done thereon which may become an annoyance or nuisance to the neighborhood, neighbors, or neighboring tracts or tract or lots or lot owners.

7. Storage: No personal property, with the exception of operative automobiles, shall be placed or stored in the open on any lot nearer to the boundary lines of the lot than the building setback lines shown on any subdivision plat. Storage of vehicles not used on a regular basis is prohibited.

8. Agricultural Activity: Any agricultural activity conducted on any tract or lot shall be limited to gardening for personal use. Raising of farm animals, dog kennels, chicken pens, or any other animal used for breeding or sale is prohibited. Dogs, cats or other household pets are permitted within reason.

9. Trash: No tract or lot shall be used or maintained as a dumping or storage ground for junk, garbage, trash or water, or for wrecked, abandoned, unlicensed or inoperative vehicles or motorized equipment of any kind or nature whatsoever. Any trash, garbage or other waste shall not be kept or stored upon any tract or lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of trash or other waste shall be kept in a clean and sanitary condition.

10. Junked Vehicles and Equipment: No partially dismantled, non operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any lot or upon any roadway area of said tract or lot.

11. Remedies: In the event that legal proceedings are instituted to enforce these covenants and restrictions, all costs of such enforcement or collection, including reasonable attorney's fees, shall

be paid by the owner or owners against whom such enforcement or collection proceedings are maintained.

12. Terms: The foregoing restrictions and conditions are hereby declared to be covenants running with the land and shall be binding upon the undersigned and all persons claiming by, through or under them, whether they are set forth in subsequent conveyances or not, and, if anyone shall attempt to violate or fail to observe or perform any of the foregoing restrictions or conditions, it shall be lawful for any person owning a lot or tract of real estate subject to these restrictions to institute and prosecute appropriate proceedings at law or in equity to remedy or prevent the wrong done or attempted, and any owner forced to prosecute or institute legal proceedings against another owner for breach or violation of these protective covenants or restrictions who is successful in his prosecution of said proceeding shall be allowed.

13. Amendment or Modifications: The restrictions and covenants herein set forth may be modified, abrogated, supplemented or amended as to all or any portion of the tracts or lots subject to these restrictions only with the written consent and approval of the undersigned and the owners of all of the lots and tracts which are subject to these restrictions.

14. Waiver: In the event of violation of any of these restrictions or covenants, and if no owner proceeds with legal action to enforce these restrictions and covenants, such inaction shall not constitute a waiver, and these restrictions and covenants shall remain in full force and effect and be subject to enforcement at any time as desired by the owners of tracts or lots which are subject to these restrictions.

15. Businesses: No business or commercial activity of any shall be conducted, operated or permitted on any tract.

16. No Further Subdivision: Neither the single tract owners nor any future owner of any tract or lot may further subdivide such tract or lot without the unanimous consent and approval of all of the owners of all of the lots and tracts which are subject to these restrictions.

17. Severability: Invalidation of any of these covenants by judgment or court decree shall not in any way affect the validity of any of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

By: \_\_\_\_\_

By: \_\_\_\_\_