

006072

BOOK 521 PAGE 452

RESTRICTIONS FOR SUBDIVISION

Lots numbered 16 through 30 in
CARLEWOOD ESTATES III SUBDIVISION
Located in the East Half of Section
27, Township 31 North, Range 13 East
of the Fifth Principal Meridian City
and County of Cape Girardeau, State
of Missouri.

PROTECTIVE COVENANTS

Dated July 2, 1990

Filed,

Book

Page

WHEREAS CHARLES K. MOUTELL and CAROLE A. MOUTELL, have subdivided the real estate described herein and have caused a plat of such subdivision to be recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri; and,

WHEREAS, it is the desire to establish a uniform system and plan for the development of such real estate through the establishment of protective covenants which shall be applicable to all the property therein as follows:

FIRST; All lots shall be used for a single family residential dwelling only. Dwelling not to exceed two stories in height and a private garage for a minimum of two (2) cars. No garage shall be built with a flat roof. No carports will be allowed. All dwellings required to be set back a minimum of 40' from the property line (50' from curb).

SECOND; The minimum dwelling size of any structure shall be as follows:

1. Any single story dwelling shall have a minimum of 2000 square feet of finished living space, excluding basement, open or enclosed porches, patio's, decks or garage.
2. Any 1½ or 2 story dwelling shall have a minimum of 1232 square feet of finished ground floor living space and 1000 square feet of finished living space on the upper level, excluding basement, open or enclosed porches, patio's, decks or garage, excluding basement, open or enclosed porches, patio's, decks or garage.
3. Any Multi-level dwelling shall have a minimum of 2800 square feet of finished living space, excluding basement, open or enclosed porches, patio's decks or garage.
4. Any Split-foyer dwelling shall have a minimum of 1600 square feet of finished living space up and 1200 square feet of finished living space down, excluding basement, open or enclosed porches, patio's, decks or garage.
5. No log cabin design, underground or earth contact home, A-frame or round home will be allowed to be constructed in this subdivision.
6. Any dwelling not included in or fitting into any of the above categories MUST be submitted to the developer for approval PRIOR to construction, and if not approved by the developer, the dwelling will not be allowed to be built.

THIRD; The exterior siding MUST BE painted with 2 coats of paint or be of vinyl, aluminum, steel, stone, stucco or brick construction.

FOURTH; All driveways to be poured concrete from curb of street up to garage.

FIFTH; No outbuildings, sheds or detached structures shall be allowed on any lot other than private family garage, pool bath house, or a structure of a decorative nature to be in conformity with the exterior of the house for landscaping purposes.

SIXTH; No dwelling of a temporary character shall be erected on any lot. When construction is started on a lot, it must be completed and ready for occupancy within one year. No occupancy shall be permitted until a dwelling is complete.

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SEVENTH; No boat, trailer, motorized or mobile home, motor cycle, 3 or 4 wheeler or ANY personal property of this nature shall be allowed to be stored, parked or kept on any lot except in an enclosed garage.

EIGHTH; No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

NINTH; No lot shall be used or maintained as a dumping ground for rubbish or trash and containers for trash, garbage or other waste shall be so located and maintained so as not to be visible from the street and kept in a clean and sanitary condition.

TENTH; No fencing, except around the rear of the property, shall be permitted. Fencing of a decorative nature or chain link fencing kept in good repair and condition will be permitted.

ELEVENTH; A vacant lot must be kept mowed and trimmed to be in conformity with other property. No lot can be used for a vegetable garden.

TWELFTH; No signs, billboards, or advertising device of any kind except those used in the sale of property shall be placed on or installed on any lot of dwelling.

THIRTEENTH; No excavation for stone, gravel, or earth shall be made on any lot except for walks or basements of the dwelling. No one shall at any time raise or lower the grades of any lot, above or below the grade established by the developer without prior written consent of the developer.

FOURTEENTH; Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

FIFTEENTH; The restrictions herein contained shall be covenants running with the land and each and all grantees in accepting conveyances of lots in this subdivision shall bind themselves, their heirs, assigns, successors or legal representatives in the observance and performance of the reservations, restrictions, limitations, conditions, easements and covenants herein set forth.

SIXTEENTH; All or part of the foregoing provisions and restrictions may be modified, amended, released or extinguished at any time by a written instrument executed, acknowledged and recorded as required by law of instruments affecting real estate, by the owners of 10 lots in this subdivision.

SEVENTEENTH; All home plans or blueprints for proposed construction in this subdivision MUST MEET WITH THE PRIOR APPROVAL OF CHARLES E. MOUTELL and CAROLE A. MOUTELL, their heirs, assigns, successors or legal representatives, prior to ground breaking. CHARLES E. MOUTELL and CAROLE A. MOUTELL, their heirs, assigns, successors or legal representatives, reserve the right to reject any home plan which they feel would not contribute to the general appearance of this subdivision.

EIGHTEENTH; Invalidatation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CHARLES E. MOUTELL AND CAROLE A. MOUTELL, husband and wife, have caused this instrument to be executed this 2nd day of July, 1990.

Charles E. Moutell
CHARLES E. MOUTELL
Carole A. Moutell
CAROLE A. MOUTELL

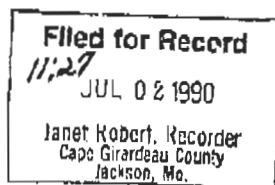
STATE OF MISSOURI }
COUNTY OF CAPE GIRARDEAU } SS.

On this 2nd day of July, 1990, before me appeared CHARLES E. MOUTELL and CAROLE A. MOUTELL, husband and wife, personally known to me, who acknowledged the foregoing instrument as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Cape Girardeau, Missouri at the date first above written.

Peggy Miles
Peggy Miles
Notary Public
My commission expires: October 5, 1991

521 454



Carole Moutell
619 Broadway
Cape Girardeau, MO
63701

pl 11.00
4.00

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
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JANET ROBERT
Recorder of Deeds

By... *Shirley Cross* ...
Deputy