

NORTHFIELD FOURTH SUBDIVISION

PLAT, SUBDIVISION, AND
RESTRICTIVE COVENANTS OF
NORTHFIELD FOURTH SUBDIVISION
Dated, June 22, 1977
Filed, June 22, 1977 12:54 PM

Book 345 Page 473

Northfield Properties, Inc., a Missouri corporation, owner in fee of part of Section 19, Township 31 North, Range 14 East, City and County of Cape Girardeau, State of Missouri, described as follows:

Part of the West One Half of the Southwest Quarter, Section 19, Township 31 North, Range 14 East, City and County of Cape Girardeau, State of Missouri, described as follows:

Start at the southwest corner of said Section 19; thence N 89° 36' E, with the south line of said Section 19, 1034.95 feet; thence N 89° 16' E, with said south line, 318.1 feet to a stone at the southeast corner of the southwest quarter of the southwest quarter of said Section 19; thence N 0° 53' W, with the quarter quarter section line, being also the west line of Brookshire Estates, 186.30 feet to the northeast corner of Northfield Third Subdivision, for the point of beginning; thence N 0° 53' W, with the west line of Brookshire Estates, 450.0 feet; thence S 89° 36' W, 170.0 feet; thence S 0° 53' E, 12.84 feet; thence S 89° 36' W, 730.0 feet; thence S 33° 15' W, 18.03 feet; thence S 0° 24' E, 272.0 feet to the north line of Northfield Third Subdivision; thence with the following courses and distances with the north line of Northfield Third Subdivision, N 89° 36' E, 627.42 feet; thence S 0° 53' E, 90.0 feet; thence N 89° 36' E, 115.0 feet; thence S 0° 53' E, 60.16 feet; thence N 89° 36' E, 170.0 feet to the point of beginning containing 6.87201 acres,

hereby declares that it has caused the above described land to be subdivided into lots and streets as numbered and designated on a Plat being a part of this document and separately recorded in Book 11 at Page 47 in the Recorder's Office in Jackson, Cape Girardeau County, Missouri.

The owner hereby establishes separate easements for utilities and sewers at the locations shown on said Plat, with the nature and extent of the permissible usages for such easements being as follows: utility easements shall be for underground installation of water, gas, electric, and telephone lines (except that the owner hereby reserves, so long as it remains the owner in fee of any lot in Northfield Fourth Subdivision, the sole right to authorize above-ground installation of electric and telephone lines within such easements, and thereafter such authorization may be granted by the fee owners of the lots across which such easements pass); sewer easements shall be for underground installation of sanitary sewer lines and manholes and for surface or underground conveyance of storm water; drainage and storm sewer easements shall be for surface or underground conveyance of drainage and storm water.

The owner establishes and subjects said subdivision to the following covenants, conditions, and restrictions, which shall hereby become a part of any transfer of any part of said subdivision, to-wit:

1. No structure other than one single-family residence, garage, and appurtenant outbuildings shall be erected upon any lot. All lots shall be used for residential purposes only. No residence shall be inhabited until its construction is substantially completed. No residence shall be constructed the initial cost of which is less than \$40,000.00.

2. No commercial enterprise of any kind shall be maintained within the subdivision. No commercial vehicle, trailer, camper, mobile home, or boat shall be regularly parked within the subdivision unless within a garage, except that boats may be parked in the rear yard of a residence. No animals other than domesticated family pets shall be kept within the subdivision, and no facilities for the boarding, raising, breeding, or sale of animals shall be permitted.

3. No building or fence shall be located within 30 feet of the right of way line of any street.

4. All dirt from any excavation or grading of any lot prior to the completion of a residence upon the lot, which is not used upon that lot, shall be transported and placed upon other lots in Northfield Subdivision as directed by the within-named owner, unless authorized otherwise by it.

5. The within covenants, conditions, and restrictions shall be binding upon all grantees of any part of said subdivision, their heirs, assigns, and successors.

IN WITNESS WHEREOF, the owner has affixed its signature on June 22, 1977.

(SEAL)

ATTEST: Patricia F. Strom
Secretary

NORTHFIELD PROPERTIES, INC.

By Stephen E. Strom
President

STATE OF MISSOURI)

ss.

COUNTY OF CAPE GIRARDEAU)

On this 22nd day of June, 1977, before me appeared Stephen E. Strom, to me personally known, who, being by me duly sworn, did say that he is the President of Northfield Properties, Inc., a Corporation of the State of Missouri, 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 President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

My Commission Expires: December 16, 1980

Ruth McMullin
Notary Public

NORTHFIELD FOURTH SUBDIVISION
PART OF THE WEST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 19
TWN. 31 NORTH RGE 14 EAST CITY
& COUNTY OF CAPE GIRARDEAU,
STATE OF MISSOURI

PLAT AND DEDICATION
Dated, June 13, 1977
Filed, June 22, 1977

Plat Book 11 Page 47

The undersigned, Northfield Properties, Inc., a Missouri Corporation owner in fee of part of the West One Half of the Southwest Quarter, Section 19, Township 31 North, Range 14 East, City and County of Cape Girardeau, State of Missouri, described as follows:

Start at the southwest corner of said Section 19; thence N 89° 36' E, with the south line of said Section 19, 1034.95 feet; thence N 89° 16' E, with said south line, 318.1 feet to a stone at the southeast corner of the southwest quarter of the southwest quarter of said Section 19; thence N 0° 53' W, with the quarter-quarter section line, being also the west line of Brookshire Estates, 186.30 feet to the northeast corner of Northfield Third Subdivision, for the point of beginning; thence N 0° 53' W, with the west line of Brookshire Estates, 450.0 feet; thence S 89° 36' W, 170.0 feet; thence S 0° 53' E, 12.84 feet; thence S 89° 36' W, 730.0 feet; thence S 33° 15' W, 18.03 feet; thence S 0° 24' E, 272.0 feet to the north line of Northfield Third Subdivision; thence with the following courses and distances with the north line of Northfield Third Subdivision, N 89° 36' E, 627.42 feet; thence S 0° 53' E, 90.0 feet; thence N 89° 36' E, 115.0 feet; thence S 0° 53' E, 60.16 feet; thence N 89° 36' E, 170.0 feet to the point of beginning.

hereby declares that it has caused the above described land to be subdivided into lots and streets as numbered and designated on this plat, which is a true and correct representation of said subdivision, which it has named "NORTHFIELD FOURTH SUBDIVISION".

Detailed Restrictions for all lots in "Northfield Fourth Subdivision" have been recorded in a separate instrument in Book 345 at Page 473 of the land records of Cape Girardeau County, Missouri.

The owner does hereby establish separate easements for utilities and sewers at the locations shown on this plat, with the nature and extent of the permissible usages for such easements being contained in the separate instrument referred to above as recorded in the land records of Cape Girardeau County, Missouri, and does hereby dedicate to the public use forever, streets as shown on this plat.

IN WITNESS WHEREOF, Signed this 13th day of June, A.D., 1977.

(SEAL)

Attest: Patricia F. Strom
Secretary

Northfield Properties, Inc.,
By Stephen E. Strom
President

STATE OF MISSOURI)

COUNTY OF CAPE GIRARDEAU)

On this 13th day of June, 1977, before me appeared Stephen E. Strom, to me personally known, who, being by me duly sworn, did say that he is the President of Northfield Properties, Inc., a Corporation of the State of Missouri, 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 President acknowledged said instrument to be the free act and deed of said corporation.