

Boone County, Missouri

Filed for record
Document No. 5736

April 3, 1957
Unofficial Document

recorded in Book 1145 Page 336 in Boone Co. Mo.
Bettie Johnson, Recorder of Deeds

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PROTECTIVE COVENANTS OF F.V.N.G., INC.

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned constitute all of the owners of the following described real estate situated in Boone County, Missouri, to-wit:

The South 120 acres of the West One-Half (W 1/2) of Section Twenty-Two (22) all in Township Fifty-One (51) North, Range Twelve (12) West, Boone County, Missouri.

WHEREAS, the undersigned owners desire to place certain restrictions upon all of said lots for our own benefit and for the benefit of all future owners of lots in said subdivision; and

WHEREAS, the undersigned owners desire that said restrictions shall constitute covenants running with the land and all successive future owners of said lots shall be bound by and have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned do hereby impose the restrictions hereinafter set out on the above-described real estate, which restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the undersigned and our successors in title and upon our successors and assigns forever:

DEFINITIONS

"Tract or Lot" shall refer interchangeably to any tract or lot created by a subdivision of the above-referenced real estate. It is understood and acknowledged that the property has not at this time been subdivided but that it is the intention of the owners to subdivide the real estate into three (3) tracts or lots.

"Subdivision" means the subdivision to be established by the undersigned on the above-described real estate.

1. LAND USE: No tract or lot shall be used except for residential and/or agricultural purposes.
2. No dwelling shall be permitted on any lot unless the

Nora Dietzel, Recorder of Deeds

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following requirements are met:

a) The finished living area of the ground floor of a one-story dwelling shall contain not less than 1,200 square feet.

b) The finished living area of the ground floor of a two-story dwelling shall contain not less than 1,000 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 1,400 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 1,400 square feet.

The term "finished living area" as used herein shall be exclusive of and not include open porches, patios and garages.

3. ROAD AND UTILITY EASEMENT: The undersigned shall execute and record a 66' wide roadway and utility easement for the nonexclusive use and benefit of all tracts or lots in the subdivision.

The owners of each lot or tract shall be responsible for their pro rata share of the cost of repair, maintenance and upkeep associated with the road.

In the event that the roadway is damaged by heavy trucks or other equipment hauling construction materials or engaged in any other activities, the party performing or procuring said hauling or activities shall at the expense of said party promptly repair the damage to the roadway in a good and workman-like manner.

A meeting shall be held in the third week of March of each year by the owners of all tracts for the purpose of discussing matters relating to the upkeep, maintenance and repair of the road.

The roadway easement shall not be used for parking of vehicles or storage of any materials and shall not be blocked or obstructed and no fence, gate or other obstruction shall be

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installed in the easement area.

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4. NO MOBILE HOMES: No mobile homes or modular homes shall be allowed.

5. 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.

6. 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 in the subdivision.

7. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

8. REMEDIES: In the event that legal proceedings are instituted to enforce these covenants and restrictions or to collect assessments due in respect to the roadway, all costs of such enforcement or collection, including a reasonable attorney's fee, shall be paid by the owner or owners against whom such enforcement or collection proceedings are maintained.

9. LIMITATIONS ON AGRICULTURAL ACTIVITY: Agricultural activities conducted on a tract or lot shall be limited to hay, seed and row crops and/or raising farm animals as hereinafter provided, or a combination thereof. No animal confinement or feed lots shall be permitted. Raising of farm animals (horses, cows, hogs, chickens and ponies) or any combination thereof shall be limited to a maximum of three (3) farm animals per acre, provided that the owner of such animals shall keep the animals penned or otherwise restrained at all times within the confines of the owner's tract or lot.

Dogs, cats and other household pets are permitted.

10. TRASH: No tract or lot shall be used or maintained as a dumping or storage area for junk, garbage, trash or waste. Any trash, garbage or other waste shall be kept or stored in sanitary

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containers. All incinerators or other equipment for the disposal or storage of trash or other waste shall be maintained in a clean and sanitary condition.

11. SEWAGE DISPOSAL: All residences shall have a sewage disposal system in compliance with all requirements and standards established by all federal, state, county or local agencies and administrative bodies and shall be in full compliance with all statutes, laws, ordinances and building codes.

12. SIGNS: No signs, billboards or advertising of any kind shall be permitted or allowed except for "for sale" signs of a reasonable size and nature.

13. NO MINING ETC.: No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any lot.

14. ENFORCEMENT: 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 proceedings shall be allowed.

15. AMENDMENT OR MODIFICATION: 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.

16. WAIVER: In the event of violation of any of these

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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.

17. **ADDITIONAL LAND:** It is expressly understood and agreed that the undersigned or their successors may at any time hereafter by a written declaration recorded in the office of the Recorder of Deeds of Boone County make any platted lot located on any contiguous real estate described in said Deed subject to the provisions of these Covenants, and in such event each said lot shall be subject to and be deemed a part of these Covenants and the owner of each said lot shall be bound by all of the restrictions contained herein and shall be entitled to all of the benefits contained herein, and these Covenants shall apply with equal affect to all of the land made subject to these Covenants.

18. **SEVERABILITY:** Invalidity 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 have executed this instrument this 31st day of March, 1995.

Floyd P. Woolfolk
FLOYD P. WOOLFOLK

Nona Woolfolk
NONA WOOLFOLK

Michael Budde
MICHAEL BUDDE

Janice Budde
JANICE BUDDE

Gary Uhlemeyer
GARY UHLEMEYER

Shirley Uhlemeyer
SHIRLEY UHLEMEYER

Donald L. Bishop
DONALD L. BISHOP

Janice C. Bishop
JANICE C. BISHOP

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STATE OF MISSOURI)
COUNTY OF Boone) SS.

On this 31st day of March, 1995, before me personally appeared FLOYD P. WOOLFOLK and NONA WOOLFOLK, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Centralia, the day and year first above written.

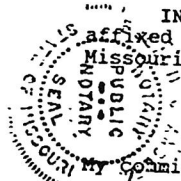
Eula M. Chandler
Notary Public
Eula M. Chandler

My commission expires:

Feb 22, 1998

STATE OF MISSOURI)
COUNTY OF Boone) SS.

On this 31st day of March, 1995, before me personally appeared MICHAEL BUDDÉ and JANICE BUDDÉ, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Centralia, the day and year first above written.

Eula M. Chandler
Notary Public
Eula M. Chandler

My commission expires:

Feb 22, 1998

STATE OF MISSOURI)
COUNTY OF Boone) SS.

On this 31st day of March, 1995, before me personally appeared GARY UHLEMAYER and SHIRLEY UHLEMAYER, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Centralia, the day and year first above written.

Eula M. Chandler
Notary Public
Eula M. Chandler

My commission expires:

Feb 22, 1998

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STATE OF MISSOURI)
COUNTY OF Boone) SS.

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On this 3rd day of March, 1995, before me personally appeared DONALD L. BISHOP and JANICE C. BISHOP, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Certified, Missouri, the day and year first above written.

Eula M. Chandler
Notary Public
Eula M. Chandler

Commission expires:
Feb 22, 1998

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 5136



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 3rd day of April, 1995 at 9 o'clock and 42:57 minutes AM and is truly recorded in Book 1143 Page 336.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by Lisa Victor deputy

Nora Dietzel, Recorder of Deeds