

BUILDING RESTRICTIONS PROHIBITIONS

By this instrument, we, James B. Orf and Martha M. Orf, his wife, and James J. Wilmes and Patricia J. Wilmes, his wife, of the County of St. Charles, State of Missouri, hereinafter referred to as DEVELOPERS, being the owners of a tract of land in Section 10, Township 47 North, Range 1 East, and said tract is divided into building lots and numbered, and more particularly described as follows:

Commencing at an old stone marking the intersection of the center line of Section 10, Township 47 North, Range 1 East, with the South line of U. S. Survey 386 to a point; said point being in the center line of Point Prairie road the following courses and distances; South 9 deg. 16' West 624.29 ft and South 0 deg. 44' West 1256.17 feet to a point; thence depart from center line of said Point Prairie road South 88 deg. 36' East 2614.70 feet to an iron pipe; thence North 1 deg. 07' West 1381.0 feet to an iron pipe; thence North 89 deg. 40' East 957.0 feet to a point; thence North 36 deg. 14' West 1622.68 to a point thence North 0 deg. 06' West 46.0 feet to a place of the beginning; As surveyed by Gene D. Ditch, Surveyor in April 1964.

Excepting therefrom: 1st., the family burial ground of 2 acres as surveyed and platted by Carr Edwards and as set out in Warranty Deed from F. C. Darnell to County Court of St. Charles, State of Missouri in Book 70 at page 174, in Office of Recorder of Deeds for the County of St. Charles, Missouri; 2nd., 2167 acres more or less, as set forth in Warranty Deed from Arthur Collins and his wife, to Earl Collins, dated September 28th., 1959 and recorded in Book 340 at Page 616 in said Recorder's Office.

The Developers propose to develop and sub-divide the above tract of land and to offer same for sale for the purpose of Single Family dwellings and same is hereby designated, and hereinafter to be known as "Mar-Pat Acres", a Sub-Division of St. Charles County, Missouri. The sale of all tracts of land shall be subject to the following covenants, conditions, prohibitions and restrictions:

There shall be only one single family residence constructed on each tract of land. The tracts shall be a minimum of three (3) acres in size, with the exception of the tracts fronting on Point Prairie Road.

The residences to be constructed shall have a foundation area of not less than eight hundred (800) square feet, exclusive of porches, stoops, garages and carports. Said residences shall be located at least twenty five (25) feet from any side of property line.

The exteriors of all residences constructed shall consist of new material properly painted and maintained. The use of roll tar paper, asphalt shingles, corrugated materials or any material that shall be considered unsightly, by the Trustees shall be prohibited.

The owners of tracts shall provide and maintain, at their own expense, private road entrances to their respective tracts. Such entrances shall be constructed so as not to obstruct the side or cross drainage of the roadway.

118

418-641

621

All owners shall provide for off street parking on their respective tracts.

The construction, maintenance and use of outside toilets, or latrines are strictly prohibited, except that, in the process of construction, same may be temporarily constructed and used for a period not to exceed ninety (90) days after the start of the construction, and shall then be removed. No open sewage or drain system shall be permitted for the disposal of sewage or water from interior household purposes. All water or sewage shall be disposed of in accordance with plans and specifications of the Missouri State Board of Health.

Utility easements are granted to Missouri Edison Company and its successors exclusively for the transmission and distribution of electric service to and from the sub-division, easements are further dedicated to others for use of driveways, alleys, gas, sewer and water distribution.

The First Board of Trustees shall consist of JAMES B. ORD, JAMES J. WILMES and PATRICIA J. WILMES. They shall serve as Trustees in accordance with the provisions and procedure as hereinafter provided. In the event of a vacancy the two remaining Trustees shall appoint a third person to act as Trustee on this Board of Trustees. After the sale of sixty (60) per cent or more of the acreage, the Developers shall by written notice to the owners of record, notify the owners that there shall be a meeting called for the purpose of electing a new Board of Trustees for Mar-Pat Acres. This Board of Trustees shall consist of three (3) in number and the Trustees may be the Developers or the then existing owners. The Developers, their successors, heirs or assigns shall attend said meeting. Trustees shall continue to serve until a successor is chosen at a meeting called by the Trustees by written notice as above, or upon a properly signed petition of at least ten (10) per cent of the owners of tracts in said sub-division.

Trustees shall have the right to draft and enforce reasonable rules and regulations in order to enforce the above restrictions, and shall succeed to all the rights, powers, responsibility and authority hereinabove referred to and exactly as in the same manner as the Developers. Each tract shall represent one and only one vote for any purpose whatsoever.

These restrictions may be changed, modified or amended at any time in the future by owners of sixty (60) per cent of tracts in said sub-division. This shall be executed in writing and signed by the owners of record. Said covenants shall only become effective upon recording same in the Office of the Recorder of Deeds, St. Charles County, Missouri.

This covenant shall not require signatures of holders of record, holders of mortgages, deeds of trust or any other lien holders against the respective tract or the improvements thereon.

All tracts in this Sub-Division shall be subject to the foregoing protective covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of ten (10) years from the date herein, and after which time said covenants shall be automatically extended for successive periods of five (5) years unless by vote of the majority of the then owners of the tracts, it is agreed to modify said covenants in whole or in part.

If the parties hereto, their heirs or assigns shall or attempt to violate any of the covenants herein, the owner or owners of real property in said development or sub-division may by legal action in a court of law or equity enjoin such person or persons from said violation and may recover damages for such act of violation.

A cancellation of any of these covenants by judgment, or other court order shall in no way effect any of the remaining provisions, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day of October, 1964.

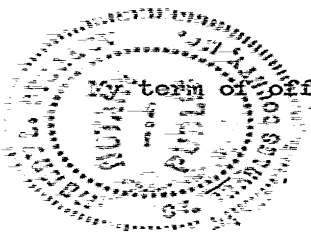
James B. Ord
James J. Wilmes
Patricia J. Wilmes

STATE OF MISSOURI }
County of St. Charles) ss.

On this 5th day of October, 1964, before me personally appeared JAMES B. ORD and MARTH M. ORD, his wife, and JAMES J. WILMES and PATRICIA J. WILMES, his wife, to me known 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 said County, the day and year first above written.

Weyl Stealy
Notary Public



My term of office as a Notary Public will expire June 24, 1966

Filed for record the 22nd day of October A.D., 1964 at 1 o'clock 45 minutes P.M.
Kathleen Stewart Deputy Arthur W. Legatoff
Recorder of Deeds

418-643 643