

## RESTRICTIVE COVENANTS OF ASHLAND COURT SUBDIVISION

Dated: August \_\_\_\_\_, 1996

Filed: August \_\_\_\_\_, 1996

Book \_\_\_\_\_ Page \_\_\_\_\_

Whereas, Ashland Land Development Corporation is the owner of the following described property:

That part of the North Half of Section 27, Township 31 North, Range 13 East of the Fifth Principal Meridian, described as follows: Commence at the North Quarter Corner of said Section 27; thence South 00° 47' 05" West, along the Quarter Section Line, 1341.10 feet to a 1/2" Iron Rod at the Southeast Corner of the Northeast Quarter of the Northwest Quarter and the place of beginning; thence North 87° 02' 30" West, 570.80 feet to a 1/2" Iron Rod on the East right of way line of Interstate 55; thence along said right of way with the following courses: South 19° 49' 25" East, 495.49 feet; South 14° 06' 47" East, 201.00 feet; thence South 19° 49' 25" East, 990.69 feet to a 5/8" Iron Rod; thence departing from said right of way, North 00° 37' 26" East, 180.24 feet to a 5/8" Iron Rod; thence South 86° 07' 18" East, 1307.36 feet to a 5/8" Iron Rod on the West line of Carlewood Estates 3rd Subdivision; thence North 01° 25' 15" East, along said West line, 665.70 feet to a 1/2" Iron Rod at the Northwest Corner thereof; thence South 85° 47' 07" East, 532.40 feet to a 1/2" Iron Rod in the Centerline of a 50 foot Access Road; thence North 15° 52' 26" West, along said Centerline, 717.36 feet, to a 1/2" Iron Rod; thence North 83° 05' 34" West, 649.33 feet to a Stone at the Southeast Corner of Hunter's Place 2nd Addition; thence North 85° 33' 39" West, 998.93 feet to the place of beginning, containing 58.496 acres in the City and County of Cape Girardeau, Missouri. Together with any roadway easements benefiting said tract; and

Whereas, it is the desire and intention of the owner to sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

Now, therefore, the owner hereby declares that all of the property described above is held and shall be held, conveyed,

hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any part thereof.

First: All lots in the subdivision shall be used for residential purposes only.

Second: All building or construction plans for any dwelling shall be approved by owner.

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

1. Any single story dwelling, rather ranch structure or other, shall have a minimum of 1,300 square feet of finished living space.
2. Any full two story structure shall have a minimum of 900 square feet of finished living space on the main level.
3. Any story and one-half structure shall have a minimum of 900 square feet of finished living space on the main level.

4. A split foyer structure shall have a minimum of 1,050 square feet of finished living space on the main level.

5. Any split level structure shall have a minimum outside dimension of 1,350 square feet, excluding the garage, unless the garage is incorporated into the area beneath the living area.

6. Any structure not included in any of the above categories must be submitted to the owner for approval.

Fourth: All dwellings shall have a minimum 5/12 pitch to their roofs.

Fifth: All dwelling fronts shall have no more than 6 inches of exposed concrete foundation.

Sixth: No animals, livestock, or fowl of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Seventh: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall be kept in sanitary containers. All containers shall be kept in a clean and sanitary condition.

Eighth: All dwellings shall be of a quality of materials and workmanship substantially the same or better than which can be produced on the date these Covenants are recorded.

Ninth: No excavation for stone, gravel or earth shall be made on the lot except for walls, basements or cellars of the dwelling.

Tenth: No fence, wall screen or hedge higher than six feet shall be erected or maintained on any lot.

Eleventh: All land within ten feet of any street shall be used solely for lawns, driveways and walks; and no fences, walls or screens shall be located any closer than ten feet of any street.

Twelfth: No signs, billboards or advertising device of any kind, except those used in any subsequent sale of the property, shall be placed on or otherwise installed on any lot.

Thirteenth: No commercial vehicle, trailer, camper, mobile home or boat shall be parked on or adjacent to any lot covered by these restrictions unless within a garage, except that boats may be parked in the rear yard of a residence.

Fourteenth: No lot surface shall be lowered or raised in total or in part as to cause its surface water, or water flow within drainage easements, to be channeled, gathered, or dispersed so that it leaves the confines of that lot in a different location, quantity, or force than existed at the time of the transfer of that lot from owner, unless with the prior written agreement of owner.

Fifteen: No swimming pool shall be above ground.

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 and acknowledged, as required by law, by the owner or owners of sixty percent of the total number of lots in the subdivision.



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  
Book... 844... Page... 07...

JANET ROBERT  
Recorder of Deeds

By *Shirley M. [Signature]*  
Deputy

**Filed for Record**  
3:30  
NOV - 5 1996  
Janet Robert, Recorder  
Cape Girardeau County  
Jackson, Mo.

*633pd.*

*Ashland Land Dev. Corp.  
1055 Broadway  
Cape 63703*