

FOREST HILLS ESTATES SUBDIVISION
PROTECTIVE COVENANTS
AND RESTRICTIONS

WHEREAS, HOLIGAN FAMILY INVESTMENTS, INC., a Texas corporation, owns the following described tract of land, and

WHEREAS, it is desired to establish a uniform system and plan for development of such real estate through the establishment of Protective Covenants,

NOW, THEREFORE, the undersigned being the owners of the following described property in the County of Cape Girardeau, Missouri, to wit:

ALL OF FOREST HILLS ESTATES SUBDIVISION, A SUBDIVISION IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, AS SHOWN BY PLAT RECORDED IN PLAT BOOK _____, PAGE _____, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Part of Section 29, Township 31 North, Range 14 East, of the Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows: Commencing at a Wood Post found at the Northeast corner of the Southeast Quarter of said Section 29, said point also being the Northeast corner of a tract of land recorded in the land records of the County Recorder's Office in Book No. 515 at page 325; thence along the North line of said tract South 89° 13' 33" West, 595.07 feet to the true point of beginning; thence continuing along said North line, South 89° 13' 33" West, 378.91 feet to a point on the East right of way line of North Sprigg Street; thence leaving said North line and along said right of way line the following course and distances: South 57° 23' 18" East, 63.92 feet; thence South 13° 09' 36" West, 26.04 feet; thence North 89° 39' 48" West, 66.71 feet; thence South 17° 08' 43" West, 121.75 feet; thence leaving said right of way line, South 89° 13' 33" West, 17.30 feet to the beginning of a curve concave to the Southeast, having a central angle of 75° 53' 40" and a radius of 20.00 feet; thence along said curve in a southwesterly direction 26.49 feet; thence South 13° 19' 53" West, 415.50 feet; thence South 76° 40' 07" East, 300.00 feet; thence South 13° 19' 53" West, 47.10 feet; thence South 76° 40' 07" East, 110.28 feet; thence South 04° 31' 02" West, 50.40 feet; thence South 43° 34' 46" East, 64.38 feet; thence North 46° 11' 36" East, 247.17 feet; thence North 29° 48' 30" West, 217.10 feet; thence North 00° 11' 36" East, 184.84 feet; thence South 89° 48' 24" East, 60.00 feet; thence North 00° 11' 36" East, 118.91 feet; thence North 08° 16' 45" East, 50.63 feet; thence North 00° 46' 27" West, 125.00 feet to the point of beginning, containing 7.51 acres, more or less.

does hereby make and establish the following declarations as to limitations, restrictions, uses and agreements to which lots and/or tracts consisting of said real estate may be put, hereby specifying that said declarations shall constitute covenants to run with the land and shall be binding on all parties and upon all future owners and for the benefit of and limitation upon all present and future owners for the purpose of keeping this real estate desirable, uniform and suitable in use as specified:

1. The sale and resale of lots and/or tracts within the captioned real estate shall be made subject to these restrictions.

2. The real estate described herein shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, a private garage for not less than two (2) cars and not more than three (3) cars and a separate storage shelter of approved design and location.

3. No dwelling, the cost of which is less than Fifty Thousand Dollars (\$50,000.00), inclusive of the cost of the lot upon which it is situated, shall be permitted to be constructed on any lot in this subdivision, said cost based upon cost levels prevailing on the day these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwelling houses or other buildings shall be of a quality of workmanship and materials as good as or substantially better than that which can be produced on the date these covenants are recorded for a minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure of any residence, exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one-story dwelling and 800 square feet above ground for a multi-level home. The square footage shall not include garage or sheltered patio area. The total area of the upper two levels of a two-story home shall not be less than 1,350 square feet in area.

4. No building shall be located on any lot nearer than thirty (30) feet to the front lot line nor nearer than six (6) feet from any side lot line, nor shall any dwelling be located nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered a part of the building. For the purpose of these covenants, a "rear line" shall be understood to mean a boundary line which is not a street line and does not extend to any street line, and a "side line" shall be understood to mean a boundary line which is not a street line, but which does extend to a street line.

5. Residential structures shall comply with the following design procedures and guidelines:

A. The plans for all residences must be approved in writing by the undersigned or its designated representative. No structure shall be permitted or commenced without first obtaining the written approval of the undersigned.

B. All garages must be enclosed and attached to or part of the main residence.

C. All roofs or any structure must have at least as 6/12 pitch.

D. Modular homes are permitted. No mobile home, single or double-wide, shall be permitted within the subdivision.

E. Roofing colors will be Georgia Pacific weatherwood or a manufactured color comparable in color to Georgia Pacific.

6. No structure of a temporary character, basement, tent, camping trailer, shack, garage, barn or other outbuilding shall be used on any lot anytime as a residence, either temporarily or permanently.

7. No nuisance or offensive, noisy or illegal trade, activity or transaction shall be carried on upon any lot nor shall anything be done thereon, which may become a nuisance or annoyance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign or not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. The owners of lots in this subdivision shall keep the open area of said lots mowed and free of noxious weeds. All areas shall be kept free of trash, litter, and scrap parts of machinery of chassis or other scrap parts of automobiles or other vehicles.

10. No poultry, swine, cattle, or horses of any kind shall be raised, bred or kept on any lot. Any other animals must be kept under such conditions that they shall not render an annoyance to other owners in the subdivision.

11. The owners of lots in this subdivision shall be entitled to use the public roads, drives, streets, parkways and walkways of the subdivision.

12. The grantors have not by deed conveyed any of the land in any platted street or roadway and have and hereby reserve all easement for utilities or drainage shown on the recorded plat and fully rights of ingress and egress for themselves and the City of Cape Girardeau, Missouri, their agents, employees, and assigns over any part of the property for the purpose of installing and servicing the utilities and drains for which the easements are reserved.

13. No structures, including walls, fences, paving or plantings, shall be erected upon any part of the property which will interfere with the rights of adjacent lot owners.

14. This property shall be used exclusively for single family residential purposes only. No trade, commercial or manufacturing enterprise of any type shall be permitted. No sale, transfer or lease for any purpose except single family residential shall be permitted. The undersigned or the developer may erect one or more display homes and operate a home sales office from one or more of said homes on a permanent basis until all of the homes and lots owned by the developer or its assigns or successors have been sold.

15. Not more than one (1) residence shall be erected or constructed upon any lot/tract shown upon the plat plan of this property herein annexed.

16. The construction of a structure must be completed within 365 days after work commences.

17. If legal action is required to enforce these covenants, the offending party must pay all legal fees and court costs. If such costs are not paid within sixty (60) days, a lien will be placed on the property of the offending party equal to the amount of the costs.

18. Invalidation of any of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect. Said grantors and their successors in interest shall have the right to prevent or stop any violation of these restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

19. It is expressly understood that all conveyances are made subject to these restrictions which shall be covenants running with the land, which covenants run not only to grantors but to the owner or owners of any other lot/tract within said property and all persons claiming by, through or under them for a period of twenty-five (25) years from the date of these covenants, when recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the parties have subscribed their names hereto this ____ day of _____, 19____.

HOLIGAN FAMILY INVESTMENTS, INC.

By _____
John Marlin, President of Missouri Operations

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this _____ day of _____, A.D. 19_____, before me personally appeared JOHN MARLIN, to me personally known, who being duly sworn did say that he is President of Missouri Operations of **HOLIGAN FAMILY INVESTMENTS, INC.**, a corporation of the State of Texas, that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said John Marlin 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, at my office in said county and state the day and year first above written.

Notary Public
County of Cape Girardeau
State of Missouri
My term expires: _____