

RESTRICTIONS

WHEREAS, the undersigned are the owners of the following described real property situated in the County of Franklin and the State of Missouri, to-wit:

Cedar Forest Plat 2, a subdivision in part of the Southeast qr. of the Northwest qr. in Section Two (2), Township Forty-two (42) North, Range Two (2) East of the 5th P.M., as per plat of record in Plat Book N, page 85 in the office of the Recorder of Deeds.

NOW THEREFORE, the undersigned do hereby create and adopt for their own use and benefit and for the use and benefit of the future owners of all or part of the above described property, their heirs, successors and assigns, the following restrictions:

1. No buildings or structures shall be located nearer than the indicated set back distances as shown on the subdivision plat of record.
2. No single-wide mobile homes shall be permitted on the within property.
3. No animal shall be kept on the within property for commercial breeding purposes, and under no circumstances shall swine or goats be kept on the within property.
4. No junk cars, trucks or other vehicles that are unlicensed and in an inoperable condition shall be kept or maintained on the within property.
5. Under no circumstances shall commercial vehicles or trucks within the classification of tractors or trailers be parked on any street or road in the within property except for the purpose of delivery or use in construction work in the within property.
6. No structure of a temporary character, camper trailer, tent, shack, garage or other out building shall be used on the within premises, at any time as a residence, either temporarily or permanently.
7. No outdoor toilets shall be placed or erected in the within premises. Each residence constructed herein shall contain at least one water flush toilet. The contents from any toilet, bath, shower, lavatory, sink and washing machine shall be discharged into a private septic or treatment tank constructed in accordance with plans approved by the Missouri State Board of Health and/or Franklin County Building and Planning Departments.
8. No trash, rubbish, garbage or other refuse may be thrown or dumped on the within property. The same must be kept in a sanitary container or incinerator.
9. All weeds and grass on parcels hereafter sold from the within property shall be cut and mowed at frequent intervals, and the same shall be kept in a clean and sanitary condition at all times.
10. Any lot hereafter sold shall be used for residential purposes only, except that businesses ordinarily operated with a home can be conducted in a home located on said lot.
12. These covenants and restrictions shall run with the land and shall be binding upon persons and all parties claiming under them for a period of 25 years from the date this declaration is recorded, unless at any time two-thirds of the then lot owners sign an instrument to be recorded agreeing to revoke or change these restrictions in whole or in part. For the purpose of this paragraph, an owner shall have one vote for each lot then owned.

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13. If the owner or owners of any of said lots on the within property, or his or her heirs or assigns, violate or attempt to violate any of the conditions and restrictions hereir contained, it shall be lawful for any of the persons owning any lots in said portion of property to prevent and prosecute any person at law or inequity so violating or attempting to violate any of the condition, limitations and restrictions herein set forth and to prevent, terminate or restrain such violation or attempt to violate the conditions, restrictions and limitations hereir contained.

14. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. The undersigned does hereby grant utility easements to electric and telephone companies within the described roads for utility easements.

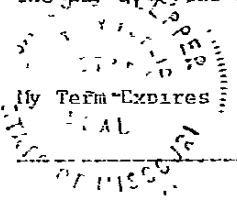
IN WITNESS WHEREOF, the undersigned have caused these present to be executed this 16th day of October, 1987.

May Watts

x

STATE OF MISSOURI, County of Franklin, SS.

On 10/16/87, before me personally appeared May Watts, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he, she or they executed the same as his, her or their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written. I am commissioned in Franklin County, Missouri.



James E. Klepper
Notary Public JAMES E. KLEPPER, Notary Public
STATE OF MISSOURI FRANKLIN COUNTY
Address: MY COMMISSION EXPIRES DEC 9, 1987

STATE OF MISSOURI, County of Franklin, SS.:

On _____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he, she or they executed the same as his, her or their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written. I am commissioned in Franklin County, Missouri.

STATE OF MISSOURI }
County of Franklin }

I Laura E. McKeever Recorder of Deeds within and for said County and State do hereby certify that the foregoing instrument of writing was filed for record on the 16th day of October 1987 at 3:26 o'clock P M and duly recorded in Book 504, Page 48 on said date

IN TESTIMONY WHEREOF I hereunto set my hand and affixed my official seal at my office in Union the date aforesaid

Laura E. McKeever Recorder of Deeds
By Evelyn Schrader Deputy