

Boone County, Missouri

Unofficial Document

Filed for record on April 16, 1975 at 11:21 o'clock A.M. in Boone Co. Mo.
Document No. 2343 recorded in Book 422 page 214. Betty Saunders, Recorder of Deeds.

BUILDING RESTRICTIONS

WHEREAS, Dale Doty and Margaret Doty, husband and wife, are the owners of the following described real estate, viz:

The North one-half ($\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Fifteen (15), Township Fifty-one (51) North, and Range Eleven (11) West, in the City of Centralia, Boone County, Missouri, EXCEPT that portion thereof on the West side thereof which is shown to be a part of East Street on a survey made by Ralph L. Ricketts, Registered Land Surveyor, and recorded in Book 418, page 348, Boone County Records, and EXCEPT, further, a tract of land located in the Northwest part of said quarter-quarter section, and described as follows: To ascertain the point and corner of beginning, being at point (4) as shown on the aforesaid survey, thence South $88^{\circ} 46'$ East 5.2 feet to the East line of East Street as shown on said survey, thence South $0^{\circ} 56'$ West with the East line of said East Street 20 feet to the true point and corner of beginning, thence South $88^{\circ} 46'$ East 228.7 feet, thence North $0^{\circ} 56'$ East and parallel with the East line of said East Street 228.7 feet to the North line of said quarter-quarter section, thence with the North line of said quarter-quarter section North $88^{\circ} 46'$ West 237.3 feet to the Northwest corner of said quarter-quarter section, being point (1) on said survey, thence South on the West line of said quarter-quarter section to the North line of said East Street, said point being due West of point (10) on said survey, thence East 8 feet to point (10) on said survey, being the East line of East Street as shown on said survey, thence South $0^{\circ} 56'$ West with the East line of said East Street to the true point and corner of beginning, said last excepted tract containing 1.2 acres, more or less,

and,

WHEREAS, Daniel J. Doty, a single man, is the owner of the following described real estate, viz:

Tract Two (2) of Survey recorded in Book 289 at Page 622, Deed Records of Boone County, Missouri, being the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Fifteen (15), Township Fifty-one (51) North, Range Eleven (11) West, in the City of Centralia, Boone County, Missouri; EXCEPT Five (5) acres, more or less, described as follows: The point of beginning is at an iron on the West line of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section, midway between the Northwest and Southwest corners thereof; thence East along an East and West line dividing said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ a distance of 613.1 feet; thence South on a line parallel with the West line of said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ a distance of 355.0 feet; thence West parallel to the East and West line dividing said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ to the West line of said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$; and thence North along the West line of said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ to the point of beginning,

and,

WHEREAS, the above described tracts of land are contiguous and the aforesaid owners intend to jointly subdivide said tracts of real estate into lots, said subdivision to be known as "DAN-MAR-DALE SUBDIVISION", and dedicate the streets and utility easements therein to public use, subject to the approval and acceptance thereof by the Mayor and Board of Aldermen of the City of Centralia, Missouri; and

WHEREAS, the aforesaid owners are desirous of subjecting the lots in said subdivision to certain covenants, conditions, agreements and restrictions for the mutual benefit and betterment of themselves, their successors, heirs and assigns.

Nora Dietzel, Recorder of Deeds

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NOW, THEREFORE, the aforesaid owners do hereby mutually contract and agree that the lots in said subdivision shall all be subject to the following covenants, conditions, agreements and restrictions hereinafter expressed as follows:

1. **LAND USE AND BUILDING TYPE.** No lot in said subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on Lots numbered Six (6) to Twenty-one (21), both inclusive, of Block Three (3), or on any of the lots in Blocks Four (4) and Five (5) of said subdivision, which lots are to be re-zoned from R-1 (Single Family Dwelling District) to R-2 (Two Family Dwelling District), other than one (1) detached dwelling not to exceed two (2) stories in height, constructed for the use and occupancy of no more than two (2) families. No building shall be erected, altered, placed or permitted to remain on Lots numbered One (1) to Six (6), both inclusive, in Block One (1), and Lots numbered One (1) to Five (5), both inclusive, in Block Three (3) of said subdivision, which lots are to be re-zoned from R-1 (Single Family Dwelling District) to R-3 (Multiple Family Dwelling District), other than one (1) detached dwelling not to exceed two stories in height, constructed for the use and occupancy of no more than four (4) families. No building shall be erected, altered, placed or permitted to remain on any of the other lots in said subdivision, which lots are to remain in Zone R-1 (Single Family Dwelling District) other than one (1) detached dwelling not to exceed two (2) stories in height, constructed for the use and occupancy of one (1) family only.

2. **BUILDING SIZE.** The ground floor area, exclusive of open porches and garages, of any one-story, single-family dwelling constructed on any lot in said subdivision, shall be not less than one thousand (1,000) square feet, and the ground floor area, exclusive of open porches and garages, of any two-story, single-family dwelling constructed on any lot in said subdivision, shall be not less than eight hundred (800) square feet. The ground floor area, exclusive of open porches and garages, of any one-story, two-family dwelling constructed on any lot in said subdivision which is to be re-zoned R-2 shall be not less than seven hundred and fifty (750) square feet for each family unit, and the ground floor area, exclusive of open porches and garages, of any two-story, two-family dwelling constructed on any lot in said subdivision which is to be re-zoned R-2, shall be not less than six hundred (600) square feet for each family unit. The ground floor area, exclusive of open porches and garages, of any one-story, multiple-family dwelling constructed on any lot in said subdivision which is to be re-zoned R-3 shall be not less than seven hundred and fifty (750) square feet for each family unit, and the ground floor area, exclusive of open porches and garages, of any two-story, multiple family dwelling constructed on any lot in said subdivision which is to be re-zoned R-3 shall be not less than six hundred (600) square feet for each family unit. Provided, however, that if a two-story dwelling constructed on any lot in said subdivision which is zoned either R-2 or R-3, is so constructed that a family unit will use and occupy only the second story of said dwelling or a portion thereof, rather than a portion of both stories, then the area of the second story of said dwelling to be used by each family unit shall be not less than seven hundred and fifty (750) square feet, for each family unit. A split level, single family dwelling shall be permitted on any lot in said subdivision.

3. **FENCES AND WALLS.** No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, as established by the zoning ordinances of the City of Centralia, and any such fence, wall or other structure shall be ornamental in nature and shall not exceed a height of four (4) feet, except and provided that if said ornamental fence is constructed for the purpose of enclosing a swimming pool, same may be constructed to a height not to exceed six (6) feet.

4. **TRUCKS OR TRAILERS.** No truck or trailer shall be parked on any street or private driveway in said subdivision except for the purpose of loading or unloading, and in no event for a period of more than twenty-four (24) consecutive hours.

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5. **LOT AREA, SET-BACK LINES, ETC.** Each lot in the subdivision shall be subject to the requirements of the zoning ordinances of the City of Centralia then in force and effect and applicable to Zones R-1, R-2 or R-3, as the case may be, pertaining to minimum lot area, minimum lot width, and minimum set-back building lines, front, rear and side.

6. **EASEMENTS.** Easements for installation and maintenance of utility facilities are reserved as shown on the recorded plat of said subdivision.

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

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed or used on any lot in said subdivision at any time as a residence, either temporarily or permanently.

9. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot in said subdivision, except one (1) sign of not more than five (5) 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.

10. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot in said subdivision, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and provided, further, that they are raised, bred or kept in accordance with the ordinances of the City of Centralia pertaining to such matters.

11. **GARBAGE AND REFUSE DISPOSAL.** No lot in said subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other solid waste shall not be kept outside the dwelling on any lot in said subdivision, except in a closed container on the day and between the hours of that day when it is scheduled to be picked up by the City of Centralia pursuant to the ordinances of said City pertaining to the pickup and removal of trash, garbage or other solid waste then in force and effect. No trash, garbage or other solid waste shall be burned on any lot in said subdivision at any time, whether inside or outside of the dwelling, or whether in or out of a container.

12. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot in said subdivision.

13. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot in said subdivision.

14. **TERM AND AMENDMENT.** These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them. The covenant as to Land Use and Building Type set forth above in Paragraph 1 shall be binding for an initial period of twenty-five (25) years from the date these covenants are recorded, and thereafter until amended, altered, removed or modified as herein provided. All other covenants herein shall be binding for an initial period of ten (10) years from the date these covenants are recorded, and thereafter until amended, altered, removed or modified as herein provided. After the expiration of the initial term applicable to a specific covenant, it may be amended, altered, removed or modified, in whole or in part, at any time the then record owners of lots in said subdivision having a total front footage equal to or exceeding fifty (50%) percent of the total front footage of all lots in said subdivision shall execute and acknowledge an instrument in writing setting forth such amendment, alteration, removal or modification and said instrument is placed of record in the office of the Recorder of Deeds of Boone County, Missouri.

15. **ENFORCEMENT.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, Dale Doty and Margaret Doty, husband and wife, and Daniel J. Doty, a single man, have hereunto set their hands and seals, all on this 27th day of December, 1974.

Dale Doty (SEAL)
Dale Doty

Margaret Doty (SEAL)
Margaret Doty

Daniel J. Doty (SEAL)
Daniel J. Doty

STATE OF MISSOURI)
) ss:
COUNTY OF BOONE)

On this 27th day of December, 1974, before me personally appeared Dale Doty and Margaret Doty, husband and wife, and Daniel J. Doty, a single man, 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, and the said Daniel J. Doty further declared that he was single and unmarried.

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.

My term expires September 28, 1977.



R. E. Ausmus, Sr.
R. E. Ausmus, Sr., Notary Public



State of Missouri }
County of Boone, } Sec.

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 16 day of April A.D. 1975 at 11 o'clock and 21 minutes A.M. and is truly recorded in Book 422 page 214.

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

Betty Ann Miller Recorder
Deputy