

Boone County, Missouri Unofficial Document

Filed for record June 21, 1995 at 9:19:13 AM in Boone Co. Mo
Document No. 1159 recorded in Book 1159 Page 628 Bettie Johnson, Recorder of Deeds

RESTRICTIVE COVENANTS

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, NEXT MILLENNIUM, LTD., a Missouri corporation, is the owner of the following described real estate situated in Boone County, Missouri, to-wit:

Tracts One (1) through Seventeen (17), both inclusive, of the survey recorded in Book 1156, Page 749, Deed Records of Boone County, Missouri, being located in the North One-half (N 1/2) of Section Nineteen (19), Township Forty-nine (49) North, Range Eleven (11) West, Boone County, Missouri.

WHEREAS, the undersigned desires to place certain restrictions upon all of said tracts for its own benefit and for the benefit of all future owners of said tracts; and

WHEREAS, the undersigned desires that said restrictions shall constitute covenants running with the land and all successive future owners of said tracts shall be bound by and shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned does hereby impose the restrictions hereinafter set out on all of the above-described tracts, being Tracts One (1) through Seventeen (17), both inclusive, of the survey recorded in Book 1156, Page 749, Deed Records of Boone County, Missouri, which restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the undersigned and its successors in title to the above-described real estate, to-wit:

USE RESTRICTIONS

1. That not more than one (1) residential dwelling shall be constructed or placed on each said tract and said residential dwelling shall be a single-family residential dwelling which shall be used only for single-family residential dwelling purposes and for no other purpose.

2. No single-family residential dwelling shall be permitted on any tract unless the following requirements are met:

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a) The finished living area of the ground floor of a one-story dwelling shall contain not less than 1,600 square feet.

b) The finished living area of the ground floor of a two-story dwelling shall contain not less than 1,000 square feet on the ground floor and not less than a total of 1,800 square feet on both floors.

c) The total finished living area of all floors of a dwelling containing three or more levels shall contain not less than 1,200 square feet on the two ground levels.

The term "finished living area" as used herein shall be exclusive of and not include open porches, patios and garages.

3. No mobile home or doublewide mobile home shall be permitted on any tract.

4. No dwelling, garage or other structure shall be located closer than fifty (50) feet to the boundary lines of a tract, to the county road right-of-way running across a tract or to a private road easement running across a tract.

5. No single-family residential dwelling shall be permitted on any tract unless the sewer system serving said dwelling is designed, located and constructed in accordance with the rules, regulations and requirements of the State of Missouri.

6. No temporary structure, basement, tent or shack shall be used at any time as a residence on a tract, either temporary or permanent.

7. No swine, hogs, or goats shall be permitted on any tract. Not more than one (1) head of other type of livestock (including ratites and fowl weighing more than 10 pounds) per one and one-half (1-1/2) acres of land shall be permitted on a tract. Not more than six (6) adult chickens, ducks and other small fowl weighing 10 pounds or less shall be permitted on a tract and the same must be confined to the tract and must be confined to the tract in such a manner as to not be visible from the road or adjacent properties. No livestock shall be confined in or within

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the area which is thirty (30) feet either side of the centerline of the intermittent stream which runs through the above-described property.

8. No commercial breeding of dogs or commercial dog kennel operations will be permitted on any tract. The definition of commercial for these purposes will mean: regular boarding of dogs; having more than four (4) adult dogs; or the breeding and selling of more than one (1) litter of dogs per year.

9. No partially dismantled, nonoperating, wrecked, junked or discarded vehicles shall be permitted to remain upon any tract or upon any of the public roadways abutting the tract.

10. No junk or discarded item of personal property shall be located or kept on any tract.

11. No rubbish, trash, garbage or other waste shall be kept on any tract except in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or to the neighborhood.

13. No quarrying operations, mining operations, mineral excavations or drilling for oil, gas or minerals shall be permitted on any tract.

14. No tract shall be divided or resubdivided into two or more tracts, except that the boundaries on contiguous tracts may be changed provided no additional tracts are created.

ARCHITECTURAL CONTROL

15. No dwelling, garage or other structure or improvement shall be erected, constructed, placed or altered on any tract unless the plans and specifications therefor have been approved by the Architectural Control Committee. The person desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee showing elevations, designs, floor plans dimensions, color of roof, color of exterior

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walls, construction materials and other necessary data to enable the committee to determine if said dwelling, garage or other structure or improvement is compatible with these restrictions and the other improvements located on the other tracts in the vicinity of said tract. The approval or disapproval of said plans and specifications by the Architectural Control Committee shall be in writing. In the event the committee or its designated representative shall fail to approve or disapprove said plans and specifications in writing within thirty (30) days after receipt of the same and in the event no suit to enjoin the construction of any said improvement has been commenced prior to the completion of the same, no approval of said plans and specifications shall be required.

16. The initial Architectural Control Committee shall be composed of JAN M. LYSAGHT, JAMES A. RAUSCH, SCOTT W. SCHULTE and JOSEPH E. SESTAK. The Architectural Control Committee may designate in writing a representative to act for it. The Board of Directors of Next Millennium, Ltd. shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee and to assign all of its rights under this paragraph to any other person or entity by a written assignment specifically referring to the provisions of this paragraph. In the event of the death, resignation or removal of any member of the committee, the Board of Directors of Next Millennium, Ltd. or its assigns shall designate the successor member of the committee.

After all of the tracts subject to these Restrictive Covenants have been sold by Next Millennium, Ltd., a Missouri corporation, or its assigns, the Architectural Control Committee shall be elected by the owners of all of the tracts subject to these covenants with the owners of a tract having one (1) vote for each tract owned. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one for a term of two (2) years, and one for a term of three (3) years, and then each year thereafter as the term of a member

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expires one member shall be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the new committee must be an owner of a tract subject to these covenants. In the event of the death, resignation or disqualification of any member of the new committee or of any committee elected thereafter, the owners of the tracts subject to these covenants shall elect a successor committee member voting as above-mentioned. Any tract owner may call a meeting of the owners of the tracts subject to these covenants for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee.

No member of the Architectural Control Committee shall receive any compensation for services performed.

MODIFICATION

17. At any time hereafter any of the foregoing Restrictive Covenants may be amended, modified or abrogated upon the written consent of both (a) Next Millennium, Ltd. or the assignee of the rights of Next Millennium, Ltd. as Developer hereunder, and (b) the owners of two-thirds (2/3) of the tracts subject to these covenants; provided however, after Next Millennium, Ltd. or the assignee of the rights of Next Millennium, Ltd. as Developer ceases to own any of the tracts subject to the provisions of these Restrictive Covenants, any of the foregoing Restrictive Covenants may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the tracts subject to these Covenants.

ENFORCEMENT

18. The undersigned, NEXT MILLENNIUM, LTD., a Missouri corporation, and/or the owner of any of the tracts subject to these covenants may enforce these covenants and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to restore damages, or both, and said remedy shall be cumulative and not exclusive, and

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in said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable costs incurred in enforcing the provisions of these Restrictive Covenants, including a reasonable attorney fee.

DEVELOPER RIGHTS

19. The undersigned, NEXT MILLENNIUM, LTD., a Missouri corporation, shall have the right to assign all of its rights hereunder as Developer of the tracts subject to the provisions of these Restrictive Covenants to any other person or persons but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a tract subject to the provisions of these Restrictive Covenants, and said Developer rights shall include but not be limited to the right to remove, designate and change the number of the members of the Architectural Control Committee as referred to in paragraph 16 above, the right to amend, modify or abrogate the provisions of these Restrictive Covenants as referred to in paragraph 17 above and the right to enforce the provisions of these Restrictive Covenants as referred to in paragraph 18 above.

20. Invalidity of any of these covenants by judgment or court decree shall not in any way affect the validity of any of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13 day of June, 1995.

No Seal

NEXT MILLENNIUM, LTD., a Missouri corporation

BY: Scott W. Schultz
SCOTT W. SCHULTZ, President

ATTEST:

Jan Marie Lysoyht
Secretary
Jan Marie Lysoyht

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STATE OF MISSOURI
COUNTY OF BOONE

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) SS.

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On this 13th day of June, 1995, before me appeared SCOTT W. SCHULTE, to me personally known, who, being by me duly sworn, did say that he is the President of NEXT MILLENNIUM, LTD., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President 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 Columbia, Missouri, the day and year first above written.

Cheryl A. Jackson
Notary Public

My commission expires:

Cheryl A. Jackson
Notary Public - Notary Seal
State of Missouri
My Commission Expires Oct. 19, 1998
County of Boone

STATE OF MISSOURI
COUNTY OF BOONE

Document No. 10665



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 21st day of June, 1995 at 9 o'clock and 19:13 minutes AM and is truly recorded in Book 1159 Page 628.

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

BETTIE JOHNSON, RECORDER OF DEEDS
by Karen Johnson deputy
Karen Johnson