

DECLARATION OF RESTRICTIONS  
TO  
SANDSTONE HILLS

THE GRANTEE OR GRANTEES COVENANT FOR HIMSELF, HERSELF,  
OR THEMSELVES, AND HIS, HER OR THEIR HEIRS. SUCCESSORS AND  
ASSIGNS, THAT THE REAL PROPERTY CONVEYED SHALL BE OWNED,  
POSSESSED, CONVEYED, TRANSFERRED, AND SOLD SUBJECT TO THE  
FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS, EASEMENTS,  
AND OTHER LIMITATIONS UPON THE USE AND OCCUPANCY OF THE  
PROPERTY, PARTICULARLY, WITH RESPECT TO THE USE OF THE LAND  
AND BUILDINGS ERECTED OR TO BE ERECTED THEREON.

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Standstone Hills Development  
Company, Nicholas F. Bishop, General Partner, is the owner  
of the following described real estate situated in Cedar  
County, Missouri, to-wit:

2-25-97 ✓  
2-26-97 ✓  
All of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest  
Quarter (NW $\frac{1}{4}$ ), and a part of the West Thirteen and One-  
third (13  $\frac{1}{3}$ ) acres of the Northwest Quarter (NW $\frac{1}{4}$ )  
of the Southeast Quarter (SE $\frac{1}{4}$ ), and a part of the  
Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ),  
and a part of the One acre on the East side of the West  
One-half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), all  
in Section Thirty-five (35), Township Thirty-six (36)  
North, Range Twenty-eight (28) West, Cedar County, Missouri,  
and all being more particularly described as follows:  
Beginning at the Northwest corner of said Southeast  
Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), thence  
North 89 degrees 58 minutes 20 seconds East, along  
the North line of last said Quarter-Quarter, 1325.07  
feet; thence South 0 degrees 14 minutes East, 1317.49  
feet; thence North 89 degrees 57 minutes East, 220.51  
feet; thence South 0 degrees 14 minutes East 1316.76 feet;  
thence South 89 degrees 51 minutes 30 seconds West,  
880.51 feet; thence  
North 0 degrees 20 minutes 30 seconds West, 639.09 feet;  
thence South 89 degrees 54 minutes West, 677.72  
feet; thence North 0 degrees 27 minutes West, 679.64  
feet; thence North 89 degrees 57 minutes East, 16.50  
feet; thence North 0 degrees 14 minutes West, 1317.99  
feet to the point of beginning, Subject to that part  
now lying within the public road right-of-way.

WHEREAS, the owners desires to develop said property  
into a residential neighborhood, and for the creation and  
maintenance of a residential neighborhood possessing features

STATE OF MISSOURI  
COUNTY OF CEDAR  
Filed for record, 24<sup>th</sup> day of April, 1978  
at 3 o'clock, P.M. and  
duly recorded in book 1314  
Witness my hand and official seal this day and  
year above written.

RAYMOND BEYLER, Recorder

X-314

of more than ordinary value to a residence.

NOW, THEREFORE, in consideration of the premises, the owners hereby subject all of the lots and tracts of land described and the grantee and all grantees do hereby accept the following restrictions, covenants, reservations, easements, and other limitations upon the use and occupancy of said land.

1. SINGLE FAMILY RESIDENTIAL. The number of buildings on each lot is restricted to one (1) dwelling, one (1) garage (no larger than is necessary to house three (3) cars), and one (1) additional out-building. All shall be used for family residential purposes. A minimum of 1,200 square feet of living area is required on all residences not including any part of a finished basement or attached garage therein or thereon. All out-buildings shall be of the same general architectural design and character and shall be constructed of the same or similar materials as the home.

2. MINIMUM COST OF CONSTRUCTION. The minimum total cost of construction of each residence building shall be \$30,000.00 on the date of filing of these Restrictions in the Office of the Recorder of Deeds of Cedar County, Missouri, and thereafter said minimum total cost of construction shall be determined as that amount greater or lesser than \$30,000.00, in the same proportions as the U.S. Consumer Price Index, all items 1978 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics on the date of recording in the Office of the Recorder of Deeds, Cedar County, Missouri, of these restrictions.

3. MOBILE HOMES. No Mobile Homes, single or double wide or camping facilities of any kind will be permitted upon the lots, provided, however, that motor homes, camping trailers and other kinds of camping vehicles may be stored thereon, so long as said vehicles are not being used and

are stored to the back of said lot, or in a garage.

4. LIVESTOCK, POULTRY OR ANIMALS. No livestock, shall be allowed on any of the property in this subdivision with the following exceptions only: a) Two adult horses per lot, or b) Two calves, weighing no more than 800 pounds each, or c) Four dogs other than housedogs, which shall be kept in a pen and doghouse, said confinement to be properly maintained so as not to create a nuisance by way of smell or flies and said pen and doghouse to be of first class construction and material. No poultry or animals of any other kind, other than house pets, shall be brought onto said property or maintained thereon. And in no event shall any animals be kept, bred or maintained for any commercial purpose nor maintained so as to be a nuisance to any of the residents of Sandstone Hills.

5. BILLBOARDS. No signs, advertisements, billboards or advertising structures of any kind shall be erected or maintained on any of the land hereby restricted. Provided however, the grantor herein being the developer of said subdivision, may keep and maintain bill board advertising in said subdivision until all of the lots in the subdivision have been sold and conveyed to other persons. One sign identifying the location of the subdivision shall be allowed.

6. SETBACK LINES. No residence or other structure shall be located nearer than 50 feet to the front property line of a lot or nearer than 15 feet to the side or back property line of a lot.

7. DIVISION OF LOTS OR TRACTS. No lot or tract as originally platted shall be subdivided or divided into lots or tracts except by the original developer or owners, Sandstone Hills Development Company.

8. SEWAGE DISPOSAL. Individual sewage disposal system shall be permitted on each lot, provided such system is designed, located and constructed in accordance with the

requirements, standards and recommendations of the Missouri Division of Health. The sewage disposal system shall contain lateral footage adequate to meet Missouri state percolation tests and shall be properly maintained by the owner or owners of the property.

9. REMOVAL OF WASTE. No part of said land shall be used or maintained as a place of accumulating salvage of any kind or as a dumping ground for rubbish, trash, garbage or other wastes. No grantee shall be allowed to park or store an unlicensed and inoperable motor vehicle on said premises. The grantees hereby covenants to dispose of such items at regular intervals, either by approved incinerator, mechanical disposer, or by arranging for the removal thereof from the premises to a public dump or other point of disposal.

10. RIGHT TO BUILDING PLANS, COST ESTIMATE AND ACTUAL CONSTRUCTION COSTS. The owners hereof, their heirs and assigns, and any grantees shall have the right to demand from the owner of any lot the reasonable opportunity to examine construction plans and cost estimates of any proposed construction of buildings pursuant to Paragraphs 1 and 2 above prior to the beginning of said construction; and the right to examine evidence of the actual cost of said construction upon completion of construction. It is the purpose of this provision to permit all owners of lots the opportunity to determine compliance with Paragraphs 1 and 2 above and to enforce compliance therewith.

11. COMPLETION OF CONSTRUCTION. The construction of any buildings being constructed in compliance with Paragraph 1 above shall be completed within one (1) year after the start of said construction. No building, including the residence building, shall be occupied, either partially or totally or temporarily or permanently, by any person or thing until the construction thereof has been completed.

12. ACCESS ROADS. The access road in this subdivision shall not be blocked but shall be kept clear at all times, no over-night parking on the access road shall be allowed. All parking shall be on the property owners property or in parking areas so marked in the subdivision.

13. UTILITIES. Sandstone Hills Development Company shall have and does hereby reserve the right to locate, erect, construct, maintain, and use, or authorize the erection, construction, maintenance and use of drains, gas and water mains, electric and telephone lines and other utilities and to give and grant rights of way or easements therefor, over and upon any part of a strip of land 20 feet wide along the front, side or rear of lots of said land described herein.

14. RESTRICTIONS TO RUN WITH THE LAND. The restrictions herein set forth shall run with the land and bind the owners and their heirs and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners, their heirs and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots, and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the restrictions, above set forth in addition to ordinary legal action for damages, and the failure of the owners hereof or the owner or owners of any lot of lots in this subdivision to enforce any of the restrictions herein set forth, at the time of its violation, shall in no way be deemed to be a waiver of the right to do so thereafter.

15. ENFORCEMENT OF COVENANT. These restrictions and covenants may be enforced by proceeding at law or in equity against any person, firm or corporation, violating, attempting to violate, or threatening to violate any of these covenants and restrictions, and any court of competent jurisdiction may restrain violation of these restrictions, and award damages, and those restrictions may be enforced by the judicial proceedings aforementioned by the owners of any property in the subdivision subject to the restrictions and covenants.

16. BINDING EFFECT. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall bind the owners, their heirs and assigns, and all parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners, their heirs and assigns or successors in title, and with each of them, to conform to and observe all the terms and conditions herein contained.


IN WITNESS WHEREOF: Sandstone Hills Development Company, a Limited Partnership, has caused this instrument to be signed by its General Partner this 24<sup>th</sup> day of April, 1978.

  
Sandstone Hills Development Company  
By: Nicholas F. Bishop, General Partner

STATE OF MISSOURI, )  
                          ) SS.  
COUNTY OF CEDAR.  )

On this 24<sup>th</sup> day of April, 1978, before me personally appeared Sandstone Hills Development Company, by Nicholas F. Bishop, General Partner, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

  
Eva M. Coleman, Notary Public

My commission expires: September 12, 1978.