

88

DECLARATION OF RESTRICTIONS AFFECTING LOTS IN

CLAYMONT PLAT NO. 8

ST. LOUIS COUNTY, MISSOURI

WHEREAS, the maker of this indenture, MAYER LAND COMPANY, a corporation organized and existing under the laws of the State of Missouri, and which has its registered office in the City of St. Louis, Missouri, is the owner of all the lots contained in Claymont Plat No. 8 in St. Louis County, Missouri, according to the plat thereof filed for record in the Office of the Recorder of Deeds of said County of St. Louis, shall be the lands affected by this instrument.

NOW THEREFORE, in consideration of the mutual advantages to accrue to the said MAYER LAND COMPANY, as well as to future owners of said lots, it is hereby declared and provided that said property shall be subject to easements, conditions, restrictions, reservations and limitations as hereinafter set forth, to-wit:

- (1) FULLY PROTECTED RESIDENTIAL AREA: The residential area covenants in their entirety shall apply to all lots in CLAYMONT PLAT NO. 8.
- (2) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.
- (3) ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and locations with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved except this shall not prevent the planting of a hedge or other planting.
- (4) DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1240 square feet for a one-story dwelling.
- (5) BUILDING LOCATION: No building shall be located on any lot nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the property line on any street. No building shall be located nearer than six feet to any interior lot line, except that no more than a two-foot side yard shall be required for a garage located 30 feet, or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of the covenant eaves, steps and open porches shall not be considered as a part of a building provided, however, that none of these, or any other part of a building or construction, except a permitted fence, shall be allowed nearer than one foot to side or rear property lines.
- (6) LOT AREA & WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,500 square feet, nor shall any lot or lots be re-subdivided in any way except with express permission of the Architectural Control Committee.
- (7) BASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

-1-

State of Missouri)
 County of St. Louis) **
 FILED FOR RECORD
 NOV 5 1963
 At 2:25 o'clock P.M.
John L. Ford
 Recorder of Deeds

BOOK 5235 PAGE 37

105

(8) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. Nor shall any person fail to keep his property in a neat clean condition. Any accumulation of trash or failure to cut grass or pull weeds shall constitute a nuisance and cause for prosecution.

(9) TEMPORARY STRUCTURES: No structure of a temporary character, trailer basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(10) SIGNS: 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 of not more than five feet square advertising the property for sale or for rent, or signs used by the building to advertise the property during the construction and sales period.

(11) LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(12) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

(13) SIGHT DISTANCE AT INTERSECTIONS: No fences, wall, hedge, or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(14) MEMBERSHIP: The Architectural Control Committee is composed of Jerome H. Mayer, #1 Crosswinds, Olivette, St. Louis County, Missouri; Herman B. Mayer, No. 35 Dromara, Ladue, St. Louis County, Missouri; and Irvin H. Raisher, #6 Crosswinds, Olivette, St. Louis County, Missouri. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(15) PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(16) TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 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.

(17) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

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

IN WITNESS WHEREOF, the said party has caused these presents to be signed by its President and its corporate seal, attested to by its Asst. Secretary, to be hereunto affixed this 29th day of October, 1963.



MAYER LAND COMPANY

BY Herman B. Mayer
President

ARCHITECTURAL CONTROL COMMITTEE:

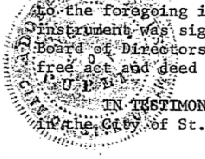
Jerome H. Mayer
Jerome H. Mayer

Irvin H. Raisher
Irvin H. Raisher

Herman B. Mayer
Herman B. Mayer

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 29th day of October, 1963 before me appeared Herman B. Mayer to me personally known, who, being by me duly sworn, did say that he is President of MAYER LAND COMPANY, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporate, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Herman B. Mayer 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 the City of St. Louis, State of Missouri, the day and year first above written.

Adolph W. Neaus
Notary Public

My term expires: February 4th, 1967

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