

---

**Title of Document: Declaration of Covenants, Conditions and Restrictions**

**Date of Document: March 18, 2020**

**Grantor(s): Perryville Development Corporation and UNITED REAL ESTATE, LLC, a Missouri Limited Liability Company**

**Grantee(s): Perryville Development Corporation and UNITED REAL ESTATE, LLC, a Missouri Limited Liability Company and RedBud Court**

**Mailing Address(s): c/o Reliable Community Title Co, 18 W Ste Maries, Perryville, MO 63775**

**Legal Description: see Exhibit A**

**Reference Book and Page(s): n/a**

Sycamore "Redbud Court"

Declarations of Covenants, Conditions and Restrictions

This Declaration of Covenants, Conditions, and Restrictions is hereby made and entered into by the undersigned.

WITNESSETH:

WHEREAS, the undersigned, Perryville Development Corporation., is the sole owner of certain real estate located in Perry County, Missouri; and,

WHEREAS, the undersigned, Perryville Development Corporation (Hereinafter referred to as "Owner") has caused the same to be surveyed into tracts; and,

WHEREAS, the legal description of said real estate located in Perry County, Missouri, is as follows:

Lots 1 through 21 of Sycamore Hills "Redbud Court" to the City of Perryville, WHEREAS,

Owner desires to establish a uniform system in plan for development of Lots 1 through 21 of the above-described real estate through the establishment of protective covenants, conditions, and restrictions; and,

WHEREAS, this Declaration of Covenants, Conditions, and Restrictions are deemed to be in the general benefit of the Owner and for all future purchasers of the above-described real estate.

NOW THEREFORE, Owner hereby declares and adopts the following as the covenants, conditions, and restrictions of and on the above-described real estate, which are hereby placed against the same and upon the use thereof:

1. The real estate described herein above shall be used for single-family residential purposes only. No building or any other type of structure shall be erected, placed or permitted on or upon any lot other than one single family residence. No single-family residence shall exceed two stories in height and with a total height to top ridge of structure of more than 25 feet. Each single family residence may have one attached or one detached garage for not more than three automobiles. If the garage is detached, it must be constructed of the same material, and in the same style of the single-family residence. No other structures or out-buildings of any type or kind shall be permitted upon any lot except as set forth specifically below in paragraph numbered 6.

A full set of blueprints and site plat must be submitted to and approved by the owner before construction shall commence!

2. No lot shall be divided or subdivided into smaller lots, tracts or parcels nor shall any part or parcel of any lot be sold, transferred, assigned, conveyed or otherwise disposed of separate from the whole lot.

3. The ground floor area of the main structure of a ranch type house shall not be less than 1,400 square feet excluding any porch, carport, garage, and below grade basement. The upper two levels of a multi-level house shall not be less than 1400 sq. ft. above ground level, excluding porches, carports, and garages. The upper two levels of a split foyer or two-story house shall contain not less than 1,400 square feet above ground level, excluding porches, carports, and garages. Any lot owner wishing to build a home which does not conform to this restriction must obtain written permission from the owner.

4. No single family residence or any other structure shall be located on any lot nearer to the front lot line or nearer to a street than 30 feet. No single family residence or any other structure shall be located nearer than 8 feet to an interior lot line or nearer than 25 feet to a rear lot line. For the purposes of this paragraph, eaves and porches shall be considered a part of the single family residence and/ or any other structure.

5. No motor home, trailer, basement, tent, shack, garage, barn, or other out-buildings erected on any lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary nature be permitted.

6. Only one out-building permitted on any lot and said out-building shall be located to the rear of the residence. The building materials and style of the out-building must be compatible with the residence and said out-building shall be limited to a maximum of 300 square feet.

7. Every residence shall be connected to all available utilities and shall comply with all ordinances and regulations of the City of Perryville, Missouri, or other utility provider; however, a lot owner may decline to utilize the city's natural gas system.

8. No retail or wholesale trade or commercial trade of any kind or character, including home occupations, shall be carried on upon any lot regardless of whether or not the same is permitted by the zoning codes of the city, nor shall anything be done thereon which may become an annoyance or nuisance to other lot owners and residents or the subdivisions.

9. No boat, trailer, camping trailer, utility trailer, horse trailer, or any other vehicle shall be placed or stored at, on or near the front lot line of any lot.

10. No livestock, including but not limited to, cattle, hogs, sheep, goats, horses, ponies, mules, or chickens, shall be kept or maintained on any lot. Dogs, cats, and other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and all such pets shall be confined to owner's property.

11. Easements for installation and maintenance of utilities and drainage facilities have heretofore been reserved and appear on the Plat of the subdivision as shown by the records of the Recorder's Office of Perry County, Missouri, and all conveyances of the lots of said subdivision shall be subject thereto.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials shall not be kept on the premises except in sanitary containers. All such containers shall be kept in a clean and sanitary condition.

13. No sign of any kind shall be placed in public view on any lot except signs advertising the property for sale and garage sale signs, neither of which, shall not be more than ten (10) square feet in size.

14. No fence or boundary wall located upon any lot shall be more than eight feet above the finished grade, nor shall it extend beyond the established boundary line as delineated on the plat. Solid, view blocking fences will be restricted to pool and patio areas. Chain-link fences will be restricted to side and back yards. No fence may be constructed using barbed wire.

15. All buildings erected shall conform to local building codes, zoning regulations, and ordinances in force. If there is any conflict between the covenants and restrictions herein set forth and the ordinances of the City of Perryville, Missouri, the most restrictive restrictions shall apply.

16. Electric services to all residences and buildings shall be installed underground in compliance with city codes and Citizens Electric Corporation regulations.

17. All driveways and entry ways shall be constructed of concrete. Gravel driveways and gravel entry ways of any nature are prohibited.

18. No log home, mobile home, double-wide mobile home, modular home (as defined by Missouri Statute) or standard prefabricated home shall be moved on, placed on, or permitted on any lot for any purpose; however, a custom-made prefabricated residence may be constructed if otherwise in compliance with these covenants, conditions, and restrictions.

19. As the words "lot owner" are used in this document, lot owners shall be defined as the person, persons, or other entity whose estates or interests, individually or collectively, aggregate the absolute ownership or a lot subject to these covenants, conditions, and restrictions.

20. These covenants and restrictions shall run with the land, and any conveyance hereafter made of any lot of the real property herein described shall be construed to have been made subject to the same as though these covenants, conditions, and restrictions were set forth in full in the instrument of conveyance whether or not the same be specifically mentioned therein.

21. These covenants, conditions, and restrictions as declared and placed against each lot referenced above shall be binding upon all lot owners, their heirs successors, and assigns from and after the date hereof until January 1, 2050, after which the same may be changed, continued, or voided by agreement of the owners of a majority of said lots. Unless specific action to change or void said covenants is taken at aforesaid date, these covenants shall continue in full force and effect.

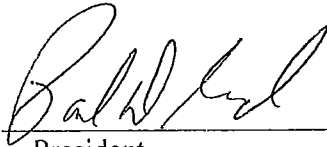
22. Prior to January 1, 2050, these covenants, conditions, and restrictions may be rescinded, changed, modified, or amended in whole or in part by vote of at least three-fourths of lot owners and further set forth by an instrument in writing setting forth such rescission, changes, modifications, or amendments, signed and acknowledged by at least three-fourths of the lot owners. For voting purposes hereunder, the Owner shall be entitled to one vote for each lot then owned, held, or possessed by Owner.

23. The invalidity of any of these covenants, conditions, and restrictions shall not affect the remainder thereof, but the remainder of these covenants, conditions, and restrictions shall continue in full force and effect.

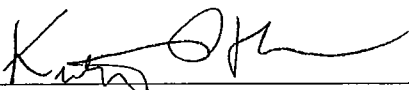
24. A violation of these covenants, conditions, and restrictions shall not cause a forfeiture or reversion of title or give rise to a right of reverter to reentry, but any lot owner or any person interested therein as a lienholder or the like, shall have the right to bring action in court against the party or parties violating these restrictions to enjoin such violation and/or to recover damages for such violation, including but not limited to, an attorney's fees and court costs.

PDC:

PERRYVILLE DEVELOPMENT CORP.

By:   
President

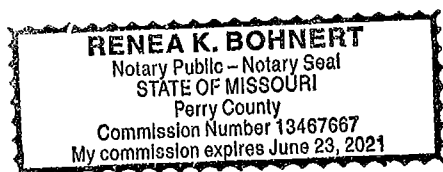
ATTEST:

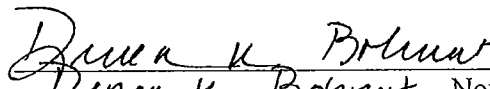
  
Secretary

STATE OF MISSOURI )  
COUNTY OF PERRY ) SS.

On this 18<sup>th</sup> day of March, 2019, before me personally appeared Paul Gard, to me known, who, being by me first duly sworn, did say that he is the President of Perryville Development Corporation, a nonprofit corporation of the State of Missouri; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that said Paul Gard 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 said county and state the day and year first above written.



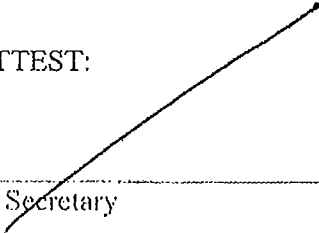
  
Renea K. Bohnert, Notary Public  
State of Missouri  
County of Perry  
My term expires: 6/23/2021

United Real Estate, LLC:

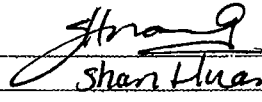
UNITED REAL ESTATE, LLC

By:   
He Lining, Member/Manager

ATTEST:

  
Secretary

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.

  
Shan Huang Notary Public  
County of Onondaga  
My term expires: 12/17/2022

SHAN HUANG  
Notary Public - State of New York  
No. 01HU6384624  
Qualified in Onondaga County  
My Commission Expires Dec. 17, 2022

Exhibit A

All of Lot 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20 and 21 of Redbud Court Subdivision, as the same appears on the recorded plat in Document No. 2019R00874 on file in the Office of the Recorder of Deeds, Perry County, Missouri.

Also All of Lot 8,9,10,11,12,13,14,15,16,18,19,20,20A and 21 of The Amended Plat of Redbud Court Subdivision, as the same appears on the recorded plat in Document No. 2020R01340 on file in the Office of the Recorder of Deeds, Perry County, Missouri.