ORDINANCE NO. 47

AN ORDINANCE IN RELATION TO ACCEPTANCE OF THE PLAT OF LAKE SUBDIVISION, BLOCKS TWO, THREE, AND FOUR, TO THE CITY OF WOOD HEIGHTS, RAY COUNTY, MISSOURI.

SECTION 1: The plat of Blocks Two, Three, and Four of Lake Subdivision to the city of Wood Heights, Ray County, Missouri, depicting Lots One through Five, Block Two, Lots One through Ten, Block Three, and Lots One through Five, Block Four inclusive, and showing the situation and size of Lake Road, a public road, is hereby approved.

Said subdivision is within the corporate limits of the city of Wood Heights, incorporated village, Ray County, Missouri, and is a part of the west half of the southeast quarter of Section Four, Township Fifty-two north of the base line, Range Twenty-nine west of the firth principal meridian.

SECTION 2: The president of the board of trustees and the clerk of the city shall be authorized to endorse on said plat that the same has been duly accepted by the city.

Read three times, passed and approved on June 20, 1966.

ATTACHMENT: Restrictions and reservations incorporated in the plat of Lake Subdivision, Blocks Two, Three and Four, in the city of Wood Heights, Rya County, Missouri.

A strip of land seven and one-half feet in width shall be used as a gas and electric utility easement across the rear of each lot.

We do hereby restrict and reserve as a part of said acknowledgment and dedication aforesaid, he use, sale and transfer of said lots as follows:

1. No lot shall be used except for esidential purposes. No building shall be rected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No commercial vehicles, trucks, or commercial carriers shall be kept, maintained or parked on the streets or lots other than for delivery or service purposes.

3. The ground floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 820 square feet for a one-story dwelling and not less than 1,040 square feet for a dwelling of more than one-story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

5. Easements for installation and maintenance of utilities are reserved, together with easements for installation and maintenance of drainage facilities over the rear seven and one-half feet of any lot.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be

done thereon which may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used at any time as a residence either temporarily or permanently.

8. 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.

9. No individual's sewage disposal system nor water supply system shall be permitted on any lot, unless such system is designed and located and constructed in accordance with the requirements, standards and recommendations of the State of Missouri's health authorities and the proprietors of said subdivisions or their successors in title or duly appointed agents.

10. 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 or one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

11. The covenants are to run with the land and shall be binding on all properties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the loss has been recorded agreeing to change said covenants in whole or in part.

12. If an owner of any of the lots herein described shall violate any of these restrictions or conditions, enforcement shall be by proceedings at law or in equity against such violator or attempted violation to recover damages and or restrain such violations.

13. Invalidation of any 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.

Signed by president and secretary/treasurer of R.O.W. Construction Co., Inc., on June 10, 1966.