

BUILDING RESTRICTIONS OF
TERRACE PARK ESTATES
JACKSON, MISSOURI

These restrictions affect a subdivision known as Terrace Park Estates a subdivision located in the City of Jackson, County of Cape Girardeau, State of Missouri, being part of a _____ tract recorded in Book _____, Page _____ of the Cape Girardeau County Deed of Records and being part of the U.S. Private Survey No. 807 and that part of Sections 36, Township 32 North, Range 12 East, and Section 1, Township 31 North, Range 12 East, in the City of Jackson, Missouri.

WHEREAS, Donkers Inc., own the tract of ground hereinafter described, and

WHEREAS, it is desired by said Donkers Inc., to establish a uniform system in plan for development of the above described real estate through the establishment of protective covenants.

NOW, THEREFORE, said Donkers Inc., being the owners of the above described real estate in the City of Jackson, County of Cape Girardeau, State of Missouri, do hereby declare each lot, piece and parcel thereof, to be subject to the following covenants and restrictions, which are hereby placed against the same and upon the use thereof, except those lots zoned C-2 shall not be subject to these restrictions. However, C-2 lots that have duplexes built on them shall be subject to these restrictions.

1. No lot, tract or parcel shall be divided or subdivided into smaller tracts nor shall any part or parcel of said lot be sold, assigned, conveyed or otherwise disposed of separate from the whole lot except they may be divided and sold to adjoining land owners for the purpose of enlarging an adjacent property. Duplexes and Multi-family structures that conform to the City of Jackson requirements for the "zero lot line" policy may subdivide their lot. Such divisions shall leave no tract non-conforming to city lot size zoning requirements.

2. Not more than one (1) building shall be erected or constructed upon any one lot shown upon the plot plan of this property hereto annexed, except that (1) building can occupy and be built upon 1-1/2 lots or 2 or more lots if adjoining. No outbuildings, portable, temporary, or permanent shall be built on any lot.

3. The ground floor area of the main structure of a ranch type house shall not be less than 1,600 square feet excluding porches, garages and below grade basements. The upper level of a split foyer house shall contain not less than 1,600 square feet above ground level, excluding porches and garages. A one and one-half or two story house shall contain not less than 1,100 square feet on the ground floor excluding porches,

garages, and below-grade basement. A duplex residence shall contain in each unit not less than 1,200 square feet excluding porches, garages and below-grade basement. .

4. No trailer, tent, basement, 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.

5. No log home, mobile home, double-wide mobile home or modular home shall be moved on, placed on or permitted on any lot.

6. Every dwelling unit shall be connected to all available utilities and shall comply with all ordinances and regulations of the City of Jackson, Missouri, or other utility provider.

7. Construction of any building shall be completed within one year. For purposes of this covenant, the starting date shall be deemed the date that initial construction is begun on said building.

8. The construction of any single family residence shall include as a part of the original construction no less than a two-car garage. The construction of a duplex shall include as part of the original construction, no less than a one-car garage.

9. All single family residences and duplexes shall require brick, stone, and/or Dryvit on all main level exterior walls.

10. Only single family residences and duplexes may be constructed on Lots zoned R-3.

11. No building shall be erected on any lot until construction plans and specifications and a site plan showing the location of the structure have been approved by Donkers Inc. as to workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

12. 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 Cape Girardeau County, Missouri, and all conveyance of the lots of said subdivision shall be subject thereto.

13. No lot or land in the herein described real estate shall be used or maintained as a dumping or storage area for rubbish, trash, garbage, or unsightly material. No garbage or other waste shall be kept or tolerated except in sanitary containers and contents thereof shall be disposed of at regular intervals. All incinerators or other material shall be kept clean and in a sanitary condition. No wrecked, or disabled automobiles, shall be stored in public view on any of the herein described real estate. A

wrecked or disabled automobile shall be deemed to include an automobile not in running condition and for one not having a current Missouri License plate therefore.

14. All dirt and earth that is excavated on any lot except those lots owned by grantors which is not needed on said lot shall remain in the confines of the above described property. The Subdivision owners shall designate where unneeded and unused dirt and earth shall be deposited and may grant in their sole discretion permission to remove dirt and earth from the subdivision.

15. No basement houses, underground houses or earth contact houses will be allowed.

16. No rolled roofing or rolled siding will be allowed.

17. No fence or boundary wall located upon any lot shall be more than six feet above the finished grade.

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

19. Electric services to all houses and buildings shall be installed underground in compliance with city codes.

20. The restrictive covenants may be waived in part or amended by unanimous agreement by all lot owners of the real estate subject hereto. Any partial waiver or amendment must be in writing, copied to each lot owner and recorded with the Recorder of Deeds for Cape Girardeau County before same shall become effective.

21. Donkers Inc. reserves the right to alter the record plat of Terrace Park Estates at any time without consent of other lot owners.

22. Sidewalks shall be installed by owners of lots 11 through 44 and lots 75 through 83 as follows: Lots 12 through 43 and lots 75 through 82 shall have sidewalks along the entire lot street frontage. Lots 11 and 83 shall provide sidewalks on the North sides of their lots only along W. Deerwood Drive. Lot 44 shall provide a sidewalk along the East side of the lot only. Corner lots with the exception of Lots 11, 44 and 83 shall provide sidewalks along both streets adjoining their property. Sidewalks shall be constructed within the street right of way at a distance of 2 (two) feet from the back of curb for greenspace with a total walk width of 4 (four) feet. The walk shall be a minimum of 4 inches thick and constructed in accordance with the City of Jackson current paving standards.

23. A list of the minimum opening elevations shall be met on specific lots due to their location adjacent to the detention basin as follows:

Lot no.	Minimum opening elevation*
59-62	470 feet
1	456 feet
43-44	456 feet

* These elevations are in reference to the benchmark elevations available on the record subdivision improvement plans for Terrace Park Estates and are on file in the City of Jackson Public Works Office. The City of Jackson may require verification of the elevations on the lots listed above.

It is hereby understood that all conveyances are made subject to these restrictions which shall be covenants running with the land, which covenants run not only to the grantors but to the owner or owners of any other tract/lot within said property and all persons claiming by, through or under them for a period of thirty (30) years from date of these covenants (2006), when recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a two-thirds majority of the then owners of the said lots has been recorded agreeing to changing said covenants in whole or in part.

Invalidation of any of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect. Said grantors and their successors in interest shall have the right to prevent or stop any violation of these restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2006.

Jason S. Liley
Donkers Inc.

Gerald E. Stoverink
Donkers Inc

Kathleen M. Liley
Donkers Inc.

Catherine M. Stoverink
Donkers Inc.

STATE OF MISSOURI)
)
COUNTY OF CAPE GIRARDEAU) SS

On this _____ day of _____, 2006, before me personally appeared Jason S. Liley and Kathleen M. Liley, his wife, and Gerald E. Stoverink, and Catherine M. Stoverink, his wife, as officers of Donkers Inc. to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

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.

Notary Public
State of Missouri
County of _____
My term expires:_____