

ROLL 147 FRANE 1367

BOOK 5909 PAGE 576

State of Missouri
County of St. Louis
FILED FOR RECORD

FEB 23 1966

At 2:30 P.M.

John L. Cook
Recorder of Deeds

233

PROTECTIVE COVENANTS OF THE SUBDIVISION KNOWN AS
FLAMINGO PARK PLAT #12 SECTION #4

THIS INSTRUMENT, executed this 30th day of
January, 1966, by Rolwes Development Company,
Inc., a Missouri Corporation of St. Louis County,
Missouri, owner of the property hereinafter described,
WITNESSETH:

WHEREAS, said property is situated in St. Louis
County, Missouri, being subdivided as Flamingo Park
Plat 12 Section #4, as shown on plat thereof recorded
on the 23rd day of February, 1966, as Daily No. 232
in the St. Louis County Recorder's Office, to-wit:

Lots 1 through 67 of FLAMINGO PARK PLAT 12
Section #4, a subdivision in St. Louis County,
Missouri, according to the plat thereof recorded on
the 23rd day of February, 1966, as Daily No. 232
in the St. Louis County Recorder's Office.

WHEREAS, the streets of Flamingo Park Plat 12
Section #4, together with their rounded intersections,
have been dedicated on said plat to public use forever and
certain easements have also been provided in said subdivision
for the purpose of constructing, maintaining and operating
storm and sanitary sewers, poles, wires and other facilities
and public utilities; and

WHEREAS, the said owner of said property desires
to create and impose certain protective covenants on all
the lots in said subdivision so that all of said lots will be
uniformly developed.

NOW, THEREFORE, Rolwes Development Company, Inc., as owner, in consideration of the premises, does impose upon all lots in Flamingo Park Plat 12 Section 4, the following protective covenants:

1. All lots shall be used only for residential purposes and all buildings on all lots shall be single-family dwellings not to exceed two stories in height, with private garage for not more than two cars detached from or attached to said dwellings. Not more than one dwelling shall be erected on any lot. A dentist or physician may have offices in his or her dwelling, provided such building is used primarily as a dwelling place.

2. No building shall be erected, placed or altered on any lot unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

3. No dwelling shall be erected on any lot at a cost of less than \$9,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings 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 open porches and garages, shall be not less than 900 square feet.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than

the minimum building set back lines shown on the recorded plat of Flamingo Park Plat 12 Section 4. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front line, or nearer than thirty (30) feet to any side street line. No building shall be located nearer than six (6) feet to an interior residential lot line, except that the side line restrictions for a detached garage located fifteen (15) feet or more in the rear of the dwelling on any residential lot shall be three (3) feet from the side line and except that, on corner residential lots, no structure of any kind shall be permitted in the rear between the building line and the street line. No main building shall be nearer than twenty (20) feet to the rear lot line on interior lots. On all corner lots, the narrower side of the lot abutting a street shall be considered the front, regardless of the location of the principal entrance of the dwelling.

5. No dwelling shall be erected or placed on a residential lot having a width of less than sixty (60) feet at the minimum building set back line nor shall any dwelling be erected or placed on any residential lot having an area of less than 7500 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Flamingo Park No. 12 Section 4.

7. No tight board fences shall be erected on any lots. All fences shall be constructed of wire of the cyclone type and only new materials shall be used. No fence shall extend in front of the building line on any lot, provided, however, that front yard ornamental fences constructed of picket type wood, not more than eighteen (18) inches in height, may be erected.

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8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

10. No sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that a dog or cat or any other household pet may be kept provided they are not kept, bred, or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No individual sewage disposal treatment system shall be permitted on any lot. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

14. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be

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permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. An Architectural Control Committee is hereby created composed of Edward A. Rolwes, Douglas C. Burns and Edward H. Givens, who shall each serve from the date hereof until residences have been constructed on all lots in Flamingo Park Plat 12 Section 4. Should any of said members die or resign prior to the termination of his or her term, the remaining members shall designate a successor. The majority of the committee may designate a representative to act for it but no member of the committee nor any designated representative shall receive any compensation for services performed under this covenant. Failure of any member to act shall not subject him or her to any liability whatsoever. Within thirty (30) days after all lots in Flamingo Park Plat 12 Section 4 have been sold, the then members of the Architectural Control Committee shall cause a notice to be left in the mailbox of each residence in said subdivision, giving date, time and place of meeting of lot owners to be held for the election of a new Architectural Control Committee, said election to be held not later than sixty (60) days after the date upon which the last lot in said subdivision has been sold. At such election, the owner or owners of each lot shall have one (1) vote and three (3) members of the committee shall be elected. The candidate receiving the highest number of votes shall be elected for a three-year term, the one

receiving the next highest number of votes for a two-year term and the one receiving the third highest number of votes for a one-year term. Thereafter, on the expiration of any term, each member elected shall serve for three-year terms. Notice for all such elections shall be given either by personal service to each lot owner or by mailing a notice, by first class mail, to the usual post-office address of each record lot owner. Should the Committee appointed hereunder, or any succeeding committee fail to hold an election in the manner herein provided, then any ten (10) property owners in said subdivisions may call an election by giving notice as herein set forth. Acceptance of election shall be in writing and notice thereof shall be shown by instrument, under oath, executed by the secretary of the meeting at which a member or members are elected and filed for record in the office of the Recorder of Deeds in St. Louis County, Missouri. Elected members shall take office and be vested with the powers under this instrument from and after the date of election.

16. 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 thirty (30) days after 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.

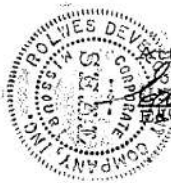
17. These covenants shall run with the land and shall be binding on all the parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded and shall continue for successive periods of ten(10) years unless terminated by the written consent of the then owners of two-thirds (2/3) of the front footage of the Subdivisions, which written agreement will be executed, acknowledged and recorded in the manner and form provided by law for the execution of instruments affecting real estate, provided, however, that within three (3) years from the date of recording of the plat of subdivision covered by these restrictions, should Rolwes Development Company, Inc., the owner of said property, still own lots in any of said subdivisions, then it may amend side and front building or set-back lines herein or as shown on the plat of said subdivision to rectify any inadvertent violation of said lines occurring during original construction.

18. Enforcement of these covenants shall be proceedings at law or in equity against any person or persons violating or attempting to violate the same and such action may be either to restrain violation or to recover damages for such violation.

19. Invalidation of any one 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.

IN WITNESS WHEREOF, Rolwes Development Company, Inc., as owner of all property herein described, and Edward A. Rolwes, Douglas C. Burns and Edward H. Givens, as members of the Architectural Control Committee, have hereunto set their hands this 20th day of January, 1966.

Rolwes Development Company, Inc.
Owner



Attest:

Edward H. Givens
Edward H. Givens

By Edward A. Rolwes
Edward A. Rolwes, President

Edward H. Givens

Douglas C. Burns

Edward A. Rolwes
(Members of Architectural Control Committee)

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STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 20th day of January 1966, before me appeared Edward A. Rolwes, to me personally known, who, being by me duly sworn, did say that he is the President of Rolwes Development Company, Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said Edward A. Rolwes, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.



STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this 20th day of January 1966, before me personally appeared Edward A. Rolwes, Douglas C. Burns and Edward H. Givens, to me known to be the persons described in and who executed the foregoing instrument as members of the Architectural control Committee and acknowledged 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 in the County and State aforesaid, the day and year first above written.



My term expires July 10, 1969

Janet A. Jolsky
Notary Public

The undersigned Laclede Bond & Mortgage Corporation,
a Delaware Corporation, being the legal owners and holders
of a certain Deed of Trust recorded in Book 5859 Page 71
of the St. Louis County Records, hereby join in the above
agreement this 20th day of January 1966, for the pur-
pose of agreeing to the provisions thereof and hereby sub-
ordinates the lien of said Deed of Trust to the terms and
provisions of the above agreement.



Laclede Bond & Mortgage Corporation

By: Dan P. Buckley
Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 20th day of January 1966 before me appeared
Dan P. Buckley to me personally known, who, being by me
duly sworn, did say that he is the Vice-President of Laclede
Bond & Mortgage Corporation, a Delaware Corporation, and
that the seal affixed to the foregoing instrument is the cor-
porate seal of said Corporation, and the said instrument was
signed and sealed in behalf of said Corporation by authority of
its Board of Directors; and said Dan P. Buckley 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 in the County and State afore-
said, the day and year first above written.

Midred D. Lewis
Notary Public

My term expires: October 18, 1968



END OF DOCUMENT