

PROTECTIVE COVENANTS AFFECTING  
PRAIRIE VIEW HEIGHTS SUBDIVISION IN  
GREENE COUNTY, MISSOURI

The undersigned Larry E. Schell and Mary Ann Schell, being the sole owners of all of the land platted as PRAIRIE VIEW HEIGHTS SUBDIVISION in Greene County, Missouri, have caused the land to be subdivided in the manner represented on said plat which was filed for record on the 13th day of October, 1976, and recorded in Plat Book DD at Page 100, Recorder's Office, Greene County, Missouri.

The undersigned, Larry E. Schell and Mary Ann Schell are the sole owners of all the land platted as PRAIRIE VIEW HEIGHTS SUBDIVISION in Greene County, Missouri. The following reservations, conditions and covenants, any and all of which are hereby termed Protective Covenants, are hereby created, imposed and placed upon all of the Lots of said Subdivision, including lots one (1) through Nine (9), inclusive, in PRAIRIE VIEW HEIGHTS SUBDIVISION.

1. All lots in said subdivision shall be known, described and used as residential lots, except that the undersigned may designate and permit any lot or lots to be used for church, school, or community recreational activities including, but not limited to, a swimming club. Not more than one (1) dwelling house shall be constructed on any one (1) lot, and each dwelling house shall be designated for and used as residence of only one (1) family, provided that the necessary garages, carports and other appurtenances may be constructed to be used in connection with said dwelling house and provided further, that no garage or carport shall be constructed unless it is attached to the main dwelling of sufficient size to accommodate not less than and not more than two (2) standard size automobiles. Nothing contained herein shall prevent the owner of all or part of two adjoining lots from building a residential dwelling or garage over the line dividing the owner's property.

2. No building, structure or improvement of any kind (including, but not limited to, a swimming pool) shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the undersigned Larry E. Schell and Mary Ann Schell, or their designated representative, or their successor, as to existing structures, and as to location with respect to building set back lines, topography, and finished grade elevation.

3. No dwelling, including porches or paved terraces or any other building shall be erected closer than forty (40) feet from the front property line and shall not be built closer than five (5) feet from the side property line, except corner lots where the restriction is and shall be that no said building shall be constructed closer than ten (10) feet from said side street. On each lot there shall be a rear yard having a depth of not less than twenty-five (25) feet on which no building or structure shall be erected. Nothing contained herein shall prevent the owner of all or part of two (2) adjoining lots from building a residential building or garage over the line dividing the owner's property so long as the set back requirements are complied with as to the entire tract.

4. On none of said lots shall there be erected a one story residence or dwelling containing less than 1400 square feet of ground floor area, exclusive of garages, open porches, porticoes and terraces;

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and on none of said lots shall there be erected a two story residence or dwelling that shall contain less than 850 square feet of ground floor area, exclusive of garages, open porches, porticoes and terraces. On none of said lots shall the dwelling exceed two and one-half stories in height.

5. No old house or other building shall be moved and placed upon any lot.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, dog house or dog pen, or other outbuilding be used on any lot at any time either temporarily or permanently, provided that this prohibition shall not apply to temporary facilities, employed by a contractor during residential construction thereon, which are not used for living purposes.

7. No noxious, or offensive, activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. There shall be no incinerators, barrels, trash, litter or debris kept on any lot at any time.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of PRAIRIE VIEW HEIGHTS SUBDIVISION, a subdivision in Greene County, Missouri.

9. 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 purpose. No more than two (2) animals or pets of any one type shall be kept at any one residence. At the request of Larry E. Schell and Mary Ann Schell, or their representatives or successors, pets shall not be allowed to run loose in the subdivision.

10. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, except for one (1) sign of not more than five (5) square feet advertising the property during the construction and sale period.

11. No truck larger than a standard, unmodified pickup truck, and no mobile homes, boats and trailers, or such other related vehicles, shall be permitted to be parked in said subdivision longer than the necessary time required for loading and unloading of any cargo, or if no longer than a one week period at any time, except as said vehicles may be parked in the attached garages to the residences. No inoperative vehicles of any nature may be permitted to remain in the subdivision at any time except as are parked in the attached garages to residences.

12. The lawns and yard of all lots in this subdivision shall be maintained in a neat and clean condition with the grass being properly mowed at all times. All yards shall have a yard light with a dawn to sunset automatic switch and shall be operable at all times. All yards shall have two (2) trees planted in front area of yard and all fences shall be approved by Larry E. Schell and Mary Ann Schell, or their representatives or successors. All yards shall be sodded front and side.

13. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress.

14. No basketball goal shall be placed on the front or side of any residence, garage or carport and neither shall any basketball goal be placed or erected at any place in a front or side yard, or any recreational apparatus be temporarily or permanently placed in front yard. No clotheslines shall be permitted except those of a temporary nature in back yard.

15. Upon commencement of construction of the improvements as approved by the undersigned developer, said improvements shall be completed within six months after commencement thereof.

16. These Protective Covenants shall run for a period of five (5) years from the date of recording same, and shall automatically be extended thereafter for successive periods of five (5) years unless an instrument in writing signed by the owners of the majority of the lots in said subdivision shall be filed in the Greene County Recorder's Office on or before the beginning of each successive five (5) year period.

17. All of the foregoing Protective Covenants shall run with the land and shall be binding upon all lot owners, unless amended, repealed, or added to, in accordance with the provisions hereof, and it shall not be necessary that these covenants be referred to in any subsequent deeds of conveyance.

18. Any area set aside and platted for business, shall be an exception to the one family residence covenant.

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. Enforcement of these covenants shall be by appropriate proceedings at law or in equity which may be brought by any of the then lot owners, in order to restrain, enjoin or obtain damages for violation thereof.

IN WITNESS WHEREOF, the said Larry E. Schell and Mary Ann Schell, have caused this presence to be signed this 3rd day of July, 1978.

Larry E. Schell  
LARRY E. SCHELL

Mary Ann Schell  
MARY ANN SCHELL

ACKNOWLEDGMENT

STATE OF MISSOURI    )  
                              )    ss.  
COUNTY OF GREENE    )

On this 3rd day of July, 1978, before me, personally appeared Larry E. Schell and Mary Ann Schell, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Debra S. Goins  
NOTARY PUBLIC

DEBRA S. GOINS  
My Commission Expires Apr. 21, 1981

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STATE OF MISSOURI }  
COUNTY OF GREENE } ss.

IN THE RECORDER'S OFFICE

I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that the within instrument of writing was on the 30 day of Sept A.D. 1980, at 9 o'clock, 09 minutes A.M. duly filed for record, and is recorded in the records of this office, in Book 1749 Page 49.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 30 day of Sept A.D. 1980.

Jenny Burris Deputy  
RUSSELL H. KELLER, Recorder

STATE OF MISSOURI  
GREENE COUNTY  
FILE FOR RECORD  
SEP 30 9 09 AM '80  
RUSSELL H. KELLER  
RECORDER

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