

**RESTRICTIONS OF REGENCY ESTATES  
A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI**

KNOW ALL MEN BE THESE PRESENTS: That Gerald E. Scheidegger, hereby certifies: that is is the owner of the following described tract of land located in the City of St. Peters, County of St. Charles, State of Missouri, to-wit;

**DESCRIPTION  
SEE ATTACHED LEGAL DESCRIPTION**

That as such owner the said Gerald E. Scheidegger has caused said described tract to be surveyed and subdivided into a manner shown upon a plat dated, and recorded in Plat Book No. 31, Pages 263 & 264 and does hereby declare and impose the following conditions restrictions, covenants and limitations on the late, lots and parcels of real estate located in said Subdivision, to wit:

1. All Street, roadways, and roundings and intersections thereof designated upon, and as shown and indicated on the plat of said Subdivision are hereby dedicated to perpetual public use. The easements as shown on said plat are hereby dedicated to the City of St. Peters, Missouri, and its successors and assigns, for the purpose of installing and maintaining public utilities, and for sewer and drainage purposes.

2. The building lines as shown and indicated on the recorded Plat of said Subdivisions are hereby established.

3. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other than one detached single family dwelling not to exceed two stories, and not to exceed thirty (35) feet in height, and a private garage for not more than two cars, and one prefabricated metal utility building having not more than 144 square feet of floor space. NO garage shall be less than twelve (12) feet in width. NO business activity shall be permitted on any lot. NO carport shall be erected on any lot.

4. No fence or wall shall be erected or placed on any lot more than 72" in height, and must be constructed of wood or chain link. No fence shall extend in front of the building line of any lot.

5. The ground floor area of the main structure, exclusive of one story open porches, or attached garage, shall not be less than 816 square feet for a one story dwelling nor less than 500 square feet for a dwelling of more than one story.

6. No building shall be located on any lot closer to the front lot line or closer to the side street line that the minimum building set back lines shown on the recorded plat. No residential building, or garage shall be located closer than six (6) feet to an interior lot line. No detached garage shall be permitted upon a lot with a one story dwelling. The depth of the rear yard shall be at least 30% of the depth of the lot, which such depth need not be more than twenty-five (25) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot. In the event that the front yard, side

yard and rear yard building set back lines established in this paragraph are at variance with the lawfully established set back lines established by the City of St. Peters, Missouri, prior to the commencement of construction of a building on a particular lot, then the restriction or regulation which provides for a greater set back shall apply, reserves the right to waive minor infractions, and violations of the building set back and side lot lines in order to avoid cases of hardship created by a mistake.

7. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than thirty-five (35) feet at the minimum building set back lines. In the event that any person or persons shall own two or more adjoining lots, such owner or owners shall be considered to have complied with the side yard restrictions in this deed wt out so long as any residential building, or garage erected or maintained by such lot owner or owners be not closer than six feet to the side lot line of any such lot.

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 sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or sign used by builder or developer to advertise the property during the construction and sales period.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. 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.

12. All water and sewerage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the Subdivision and no structure of a temporary nature, house trailer, tent or shack shall be placed, erected or maintained upon any lot, except that any such structure customarily used by a builder may be erected or maintained by a builder during the construction period only. No basement erected or maintained upon any lot shall be used, temporarily or permanently, as a place of residence.

13. No fence, wall hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. No tree shall be permitted to remain within such distanced or such intersections, unless the foliage line is maintained as sufficient height to prevent obstruction of such sight lines.

14. Outside exterior walls of all structures shall be constructed of either wood (including exterior hardboard), brick, rock, stone, slightly and of good workmanship, and if the exterior be of wood, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not be permitted without having first obtained the written and record consent of Gerald E. Sheidegger, or its successors. All outside exterior walls or any structure shall be completely finished within one hundred-twenty days after the footing or foundation of any structure has been completed.

15. No tank, bottle or container for the storage of fuel shall be erected, placed or permitted above the surface level of any lot.

16. All private driveways leading from streets to any garage on any lot shall be paved with concrete ten (10) feet wide.

17. No motor vehicles requiring what is commonly called a "commercial license" under the Laws of the State of Missouri, or trailer, boat trailer, boat, camping truck or any other similar vehicles shall be parked or permitted to remain on any lot in said Subdivision unless such vehicles are garaged in an enclosed garage.

18. Any repair or maintenance work shall be done or performed on any motor vehicle, any boat, or any trailer, any machinery or trade, unless the building business or maintenance work shall be performed in an enclosed garage. No wrecked, inoperative or salvage motor vehicle, or parts thereof shall be kept, parked or stored upon any lot unless same be within an enclosed garage.

19. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions and covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the lots has been recorded agreeing to change said restrictions and covenants in whole or in part.

20. The Developer shall control One Hundred percent of the Trustee-ship until such time; one third of the trustees shall be purchasers of developed lots after permits for fifty percent of the lots have been issued; two thirds of the trustees shall be purchasers of developed lots after permits for ninety percent of the lots have been issued; all of of the trustees shall be chosen by purchasers of developed lots after all of the lots have been sold. There shall be uniform assessment made against each home in Regency Estates. These assessment fees shall not exceed One Hundred Dollars (\$100.00) per year. The assessment fees shall be used for the upkeep of common ground area and to protect the general welfare for the residents in Regency Estates. The homeowners shall designate one of their members "Treasurer" of the Subdivision funds. These funds shall be placed in the custody and control of such Treasurer. The Treasurer may be bonded for the proper performance of his duties in an amount to be fixed by the Homeowners Associations. The developer is not required to share any assessment fees with association on any remaining vacant lots or unsold homes that they may own at this time.

21. Any person or persons violating or attempting to violate any covenant, restrictions, conditions or limitations contained herein shall be subject to proceedings at law or in equity or restrain such violation or to recover damages thereof: any failure to enforce any covenant, condition, restriction or limitation contained herein shall not act as or constitute a waiver of any subsequent breach thereof.

22. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Gerald E. Scheidegger, has caused these restrictions to be signed and hereunto affixed, on the 1st day of April, 1993.

Signature on file  
Gerald E. Scheidegger



Gerald E. Scheidegger

STATE OF MISSOURI

SS

COUNTY OF ST. CHARLES

On this 1<sup>st</sup> day of April, 1993, before me personally appeared Gerald E. Scheidegger, known to be to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Christi Hauenstein  
Signature & Seal on file  
Notary Public



CHRISTI HAUSTEIN  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 8/15/93  
ST. CHARLES COUNTY

Christi Hauenstein  
Notary Public

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

93 OCT 19 AM 9:32

Barbara Hall  
RECORDER OF DEEDS

END OF DOCUMENT