

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR
SOUTHWIND MEADOWS SUBDIVISION SECTION ONE**

THIS DECLARATION, made this _____ day of _____, 2004, by Southwind Meadows, LLC, the owner and developer of Southwind Meadows Section One.

WITNESSETH:

The Developer declares that all of the real estate now contained within the Plat of Southwind Meadows, Section One, recorded at Plat Book _____, page _____, Office of the Recorder of Callaway County, Missouri, and any improvements now or hereafter located thereon, shall be subject to the following restrictions and covenants, which shall be considered as covenants running with the land, whether or not the same are mentioned in subsequent conveyances, and shall be binding upon the Developer and all of its successors in title.

1. **Definitions:** Certain words and terms used herein are defined as follows:
 - A. "Subdivision" means all of that real estate platted as Southwind Meadows Subdivision Section One and any real estate hereafter made subject to this Declaration.
 - B. "Plat" means that Plat of Southwind Meadows Subdivision Section One herein above described, and also the Plat of any areas subsequently made subject to this Declaration.
 - C. "Lot" means those Lots shown by the Plat.
 - D. "Reserve Tracts" means Tracts designated as such on the Plat.
 - E. "One-family dwelling" shall mean a detached building designed for occupancy by one family, and used solely as a dwelling for one family, and for no other uses or purposes. "Family" shall be defined in the same manner as the term is defined in the Zoning Ordinances of the City of Holts Summit, Missouri.
 - F. "Lot Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot.

2. **No Further Subdivision.** The Developer reserves the right to divide lots and sell partial lots. After the Developer has conveyed a lot to a purchaser, the lot shall not be further subdivided without the prior, written approval of the Architectural Control Committee.

3. Use Restrictions:

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- ~~A. **One-Family Dwelling Purposes.** All of the Lots shall be occupied by only one, one-family dwelling, and shall be used only for one-family dwelling purposes.~~
- B. **Noxious or Offensive Activities.** No illegal noxious, or offensive activities 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.
- C. **Temporary Structures or Outbuildings.** No structure of a temporary character, such as a shack, shed, tent, locker, trailer, or other outbuilding, shall be allowed on any Lot. No permanent outbuilding, guest house, barn, shed, gazebo, or structure for storage shall be used on any Lot unless included in the plans and specifications of such Lot, and unless said building relates architecturally to the residence on the Lot and is approved by the Architectural Control Committee. This paragraph shall not restrict the use of temporary structures during normal construction or development activities.
- D. **Signs.** No signs of any kind shall be displayed to the public view except the following:
1. Signs used by the Developer to advertise the Lots for sale or to identify the financing or the construction agents during the construction and sale period.
 2. Signs placed on a Lot, with the consent of its Owners, being no larger than six square feet in size and no higher than four feet above ground level, advertising the property for sale.
 3. Permanent signs placed by the Developer to mark the entrance to the Subdivision.
 4. Cemetery markers and signs.
- E. **Livestock, Poultry and Pets.** No animals, livestock, poultry, or pets of any kind shall be raised, bred or kept on any Lots, except that dogs, cats, or other household pets may be kept if (1) they are owned by a resident of the one-family dwelling located on the Lot, (2) they are not kept for any commercial purposes, (3) they are kept within the Lot of the Lot Owner keeping same, and (4) they are, at all times, under such Lot Owner's control. No pets shall be allowed to run loose within the Subdivision other than on the Lot in which kept (and then they must remain under the Lot Owner's control). While on any other portion of the Subdivision, pets shall be kept on a leash.

No pets shall be permitted to disturb others by excessive barking, noise or other activities. No pets shall be permitted to create a nuisance or to otherwise interfere with the peaceful enjoyment by others of their Lots. No dog pens or dog houses will be permitted.

- F. **Sewage System.** No individual sewage disposal system shall be permitted. All Lots will be served by a central sewerage disposal system.
- G. **Trash, Storage, Disposal.** No Lot shall be used or maintained as a dumping-ground for rubbish, trash, garbage or other waste. All trash rubbish, garbage and other waste or materials being disposed of must be contained in one or more containers, which container shall be enclosed, fly-tight, rodent-proof, non-flammable and waterproof. Such containers are to be stored in concealed locations except that they may be placed in open locations on garbage collection days to permit removal.
- H. **Outdoor Storage.** The outdoor storage of materials, equipment or other items on any outside portion of any Lot, for a continuous period exceeding ten days is prohibited, (except where necessary during construction or development activities). Items such as patio and outdoor living equipment, children's bicycles and play equipment shall be exempt from this provision as long as such items are kept in the back yard. Fixed play equipment will be behind the rear house line, and between the house side lines.
- I. **Open Fires** No open fires shall be permitted with the exception of outdoor grill-type fires used for the preparation of food to be consumed on the premises.
- J. **Storage Tanks.** No tanks for the storage of fuel other than small LP gas tanks on barbecue grills, may be maintained above the surface of the ground without the prior, written consent of the Architectural Control Committee.
- K. **Fences only for Swimming Pools.** Fences are only allowed for an in-ground swimming pool that must be located behind the rear house line and between the house side lines. The pool must be enclosed by a wood fence, a brick wall, or a vinyl fence that is 10 feet or more from the back property line and at least five feet high.
- L. **Dwelling Minimums:**
 - I. One story houses must have a minimum of 1,800 square feet of living space.

2. One-and-a-half story houses must have a minimum of 2,000 square feet of living space, with a minimum of 1,400 square feet on the first floor.
3. Two-story houses must have a minimum of 2,400 square feet of living space.

The above square foot minimums are exclusive of basements, attached or unattached garages, carports, porches, patios or other open areas.

- M. **Building Locations.** All building lines must be approved by the Developer or by the Architectural Control Committee, but in no case shall they be nearer the street than the building line shown on the Plat. All side yards shall be at least twenty feet and rear yards at least thirty feet unless specifically approved in advance in writing by the Committee.
- N. **Completion of Building Construction.** Upon excavation for the foundation or basement, the Lot Owner must complete the building within twelve months of that date.
- O. **Exterior Walls.** Unless otherwise approved by the Architectural Control Committee:
 1. All houses must have 60% brick, or natural stone, or manufactured stone on exterior walls.
 2. No front foundation walls may be exposed. Side and rear foundation walls may not be exposed more than 24 vertical inches. Exposed foundation walls must be painted. No concrete block may be used for foundations or retaining walls.
- P. **Roof Vents.** There shall be no roof vents exposed to view from the street, except that Vent-a-Ridge or a comparable product may be used if the same color as the roof.
- Q. **Retaining Walls.** Concrete retaining walls must be textured, or covered with brick, stone, or stucco. New railroad or garden ties may be used. Location and type of wall must be approved by the Architectural Control committee.
- R. **Satellite Dish Antennae.** Direct satellite systems with a dish less than 30 inches in diameter may be used if the dish antennae is not visible from the street; and the antennae shall in no event be placed in the front yard.
- S. **Utility or Service Lines.** All utility or service lines must be underground.

- T. **Swimming Pools.** Only in-ground swimming pools may be constructed. They must be enclosed by a wood fence, a brick wall, or a vinyl fence and must be located behind the house between the house side lines.
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- U. **Garages and Driveways.** All driveways and parking areas must be concrete and may have decorative brick or tile. No residence shall have a garage providing spaces for more than three or less than two cars, and all garages must be attached to the residence or connected thereto by a covered breezeway.
- V. **Roof Material and Slope.** The material and color of all roofs must be approved by the Developer or by the Architectural Control Committee. Roofing material shall be a minimum medium weight architectural shingle comparable to Atlas Briarglass. All roofs must have a minimum of 6/12 pitch and a maximum of 9/12 pitch.
- W. **Exterior Paint and Trim Color.** All exterior paint and trim color must be approved by the Architectural Control Committee.
- X. **Landscaping Plan.** The landscaping plan must be presented with architectural drawings to the Architectural Control Committee for its approval or disapproval. Every landscape plan shall include not less than two deciduous, evergreen or ornamental trees located in the front yard and a planting bed of a least six shrubs. All landscaping must be installed within 30 days of occupancy, except homes first occupied between November 15 and March 1, when installation must occur by May 1.
- Y. **Personal Property and Vehicles.** Personal property, including, but not limited to boats and trailers, shall not be placed or stored in the open or in unenclosed carports. No commercial vehicles will be parked on any lot or street except for vehicles engaged in deliveries. No Lot shall be used for storage of construction materials or equipment except during actual construction of the improvements on that Lot.
- Z. **Prefabricated or Modular Homes.** No prefabricated or modular homes will be allowed.
- AA. **Clotheslines.** No outside clotheslines will be permitted.
- BB. **Flag Poles.** Homeowners may display one flag from a pole attached to the house. Locations and sizes of other flagpoles must be approved in advance by the Architectural Control Committee.
- CC. **Yard Lights.** Locations and sizes of yard lights must be approved in advance by the Architectural Control Committee

4. **Architectural Control.** No improvement, whether a building, fence, wall or other structure, temporary or permanent, shall be commenced, erected or altered ~~unless the plans and specifications have been approved in writing and in advance by the Architectural Control Committee.~~

All plans and specifications required to be submitted to the Architectural Control Committee shall show elevations, site plans, site location, floor plans, exterior finish materials (including color), and dimensions for all proposed improvements.

The Architectural Control Committee may not unreasonably withhold approval of any plan and specifications for improvements in harmony with the neighboring structures and topography, and of at least the same quality as the then existing improvements within the Subdivision.

If the Architectural Control Committee fails to disapprove any plans and specifications within 30 days after they have been submitted to it, the submitting party may submit a notarized affidavit to the Architectural Control Committee stating that the submission and subsequent construction will adhere to all requirements of this document, after which construction may begin.

The Architectural Control Committee shall be composed of three members, and a majority of the Committee may designate a representative to act for it. No person is eligible to become a member of the Architectural Control Committee, except the first committee, unless said person is a Lot Owner. Any person who is a member of the Architectural Control Committee, other than the first said Committee, shall become disqualified to continue to act as a member of said Committee when said person ceases to be a Lot Owner. Upon the death, resignation or disqualification of any member or members of the Committee, the remaining member or members shall have full authority to designate a successor or successors. No member of the committee shall receive compensation for services.

The first Architectural Control Committee shall be composed of Donald Duff, Betty Duff and Patrick Duff and they or such other persons as are designated by the Developer shall remain members of said Committee until the Developer owns no real estate within the Subdivision, or until their earlier deaths or resignations. If at any time there are no qualified members of the Architectural Control Committee, a new Committee shall be elected by the Lot Owners. For purposes of such election, there shall be one vote attaching to each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine. Any two persons holding ownership interests in any two separate Lots shall be permitted to call a meeting for purposes of such election by written notice, which shall be sent to the owners of all the Lots contained within the subdivision not less than ten days nor more than forty days in advance of the meeting called for such purposes, the presence at the meeting of individuals entitled to cast fifty percent of the votes shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called,

subject to the notice requirement set forth above, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty days following the preceding meeting.

The decision of a majority of the Architectural Control Committee shall be the decision of the Committee. The presence of two members of such Committee shall constitute a quorum.

5. **Maintenance.** Each individual Lot Owner shall maintain his, her or their Lot, and all improvements thereon in a clean, neat, safe, attractive, and well-maintained condition, and in such a condition as provides an attractive appearance.
6. **Reserve Tracts.** The Reserve Tracts shall not be subdivided. No dwellings shall be constructed on the Reserve Tracts and no buildings or improvements of any kind shall be erected on the Reserve Tracts unless approved in advance by the Architectural Control Committee.
7. **Homeowners Association.** The developers, or their successors or assigns, may in their sole discretion form a non-profit corporation for purposes of owning and maintaining one or more of the Reserve Tracts, including the reserve tract upon which is located a cemetery plot; and for maintaining any other common areas or improvements including sewerage disposal systems. In such event each Lot Owner shall be a member of the non-profit corporation and shall have one vote per lot together with all the privileges and duties associated therewith. The corporation shall have the authority to enact assessments in accordance with its bylaws. After property is conveyed to the non-profit corporation, all decisions regarding the property not inconsistent with the other provisions of this instrument shall be made by the officers and directors of the nonprofit corporation. The developer may convey reserve tracts separately or with one conveyance. One association shall own and maintain the reserve tracts and other common areas and improvements located within Section One that are conveyed to the association together with any such properties in other sections of Southwind Meadows that may be conveyed to the association and become subject to these restrictions by reference.
8. **General Provisions:**
 - A. **Enforcement.** The Developer, the homeowners' association, the Architectural Control Committee, and any Lot Owner shall have the right to enforce the provisions of this Declaration. Failure by any party to promptly enforce any provisions herein contained shall not be deemed a waiver of the right to do so at any later time.

- B. **Severability.** Invalidation of any one of the provisions of this Declaration by judgment of a court in no way shall affect any other provisions, and all such other provisions shall remain in full force and effect.
- C. **Term and Amendment.** The provisions of this declaration shall continue for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically renewed for successive periods of ten years unless an instrument signed by not less than sixty percent of the Lot Owners has been recorded, which instrument provides for amending or terminating this Declaration, in whole or in part. This Declaration may be amended by an instrument signed by Owners of not less than sixty percent of the Lots. All amendments to this Declaration shall be effective when recorded in the Office of the Recorder of Deeds of Callaway County, Missouri.
- D. **Other Development.** Developer owns real estate adjacent to the subdivision section which is the subject of these restrictions. Nothing herein shall be construed to prevent the Developer from developing such other real estate in any manner Developer deems appropriate.
- E. **Notices.** Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the Owner of such Lot on the Real Estate Records of Callaway County, Missouri.
- F. **Language Variation.** The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.
- G. **Titles and Captions.** The titles and captions of the various provisions of the Declaration are not part of the covenants hereof, but are merely labels to assist in locating paragraphs and provisions herein.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date and year first above written.

SOUTHWIND MEADOWS, LLC
by its Sole Member

Betty L. Duff, Trustee