

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GARLAND WOODS SUBDIVISION**

The real property which is subject to this Declaration is located in Warren County, Missouri, and is particularly described as all lots in **GARLAND WOODS SUBDIVISION** being 1,071 acres, more or less, located in Sections 19, 29, 30 and 31, Township 47 North, Range 3 and in Section 25, Township 47 North, Range 4 West, Warren County, Missouri as conveyed by General Warranty Deed recorded in Book 886 Page 158 of the Warren County Recorder's Office.

The above described property comprising **GARLAND WOODS SUBDIVISION** and shall be subject to the following Covenants, Conditions and Restrictions:

1. DWELLING SIZE:

- a. **ONE-STORY DWELLINGS.** The ground floor area of the main structure of a one-story dwelling, exclusive of open porches, breezeways and garages, shall be not less than 1,600 square feet.
- b. **TWO-STORY OR STORY AND ONE-HALF DWELLING.** The ground floor area of the main structure of a two-story or a story and a

half dwelling exclusive of open porches, breezeways and garages shall be not less than 1,000 square feet. Total living space in a Two-Story or Story and One-Half dwelling, exclusive of open porches, breezeways and garages, shall be not less than 2,000 square feet.

c. **SPLIT LEVEL DWELLINGS.** In the case of a split-level dwelling, or a split foyer dwelling, there shall be a minimum of 1,000 square feet of living space above grade, and such above grade living space shall be exclusive of open porches, breezeways and garages. Total living space in a split-level dwelling shall be not less than 1,800 square feet exclusive of open porches, breezeways and garages.

2.No lot shall be used except for single-family residential purposes.

No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories and not to exceed 35 feet in height, together with such other outbuildings customarily used as a private garage and storage space. Not more than two (2) additional storage buildings may be erected on any lot, and such additional buildings may not be erected until after a residence is erected on the lot and occupied by the lot owner unless approved by a majority of the Trustees. All outbuildings must comply with the same distance from **property** lines and road frontage as residences and are subject to approval by the Trustees. No building shall be located on any lot closer to the street than the minimum building set-back line of seventy-five (75) feet of the road easement or fifty (50) feet from the property line.

3.No mobile, modular or earth sheltered homes may be constructed on any lot, and only custom built homes entirely fabricated on the site shall be permitted in GARLAND WOODS SUBDIVISION.

- 4.No dwelling, or other structures shall be erected, placed or altered on any lot until the square footage of the dwelling has been confirmed by the trustees to meet the dwelling size requirements of Article 1. In the event the trustees fail to approve or disapprove within thirty (30) days after building plans, including outbuildings have been submitted for approval, they will be considered approved.
- 5.No person shall be permitted to live on any lot in a garage, outbuilding, trailer, temporary building or tent or other structure not designated and approved as a permanent and stationary residence.
- 6.Any dwelling begun upon the lot shall be completed within nine (9) months thereafter. All footings, foundations and basements shall be constructed of poured concrete. No structure of a temporary nature, mobile home, house trailer, tent or shack shall be placed, erected or maintained upon any lot. No basement erected or maintained on any lot shall be used temporarily, or permanently as a place of residence. Portable toilets may be used during construction on any lot for not more than nine (9) months.
- 7.No swine, chickens, ducks, geese, guineas or other fowl shall be raised, bred, or kept upon any lot for any purpose. No animals of any kind shall be raised, bred or kept upon any lot for any commercial purpose; kennels for raising dogs for commercial sale are strictly prohibited and no livestock confinement facilities of any kind shall be permitted on any lot and swine are not to be kept on any lot for any reason.
- 8.Unlicensed motor vehicles excepting construction equipment, farm equipment, ATV's, golf carts, trail bikes and motorcycles shall not be operated on GARLAND WOODS SUBDIVISION roads. Unlicensed drivers shall not be permitted to operate motor vehicles on garland woods subdivision roads.
- 9.No mobile home shall be stored or parked upon any lot. There shall be no vehicle parking upon any lot unless it is licensed to be driven and is used on public roads a minimum of once every thirty days and any such vehicle larger than a standard size pickup truck and any boat or trailer must be parked to the rear of the residence. No freight or similar type trailers shall be parked on any lot or used for storage on any lot. Any

visible storage must be screened from view of roads and other lots.

10. The owner or owners of open land shall keep all weeds and grass cut so that such weeds and grass shall not exceed eighteen (18) inches in height, and in no event shall the grass and weeds immediately surrounding a residence built on a lot exceed six (6) inches in height. If the grounds are not kept mowed according to standards, the Trustees have the right to enter upon the lots to mow and a fee as determined by a majority of the Trustees may be charged against the owner or owners. The Trustees shall not be deemed guilty or liable for any matter of trespass or any other act in performing the abatement, removal or clean up rights granted herein.

10a. Lot owners shall keep their property in a reasonable state of appearance, and repair, so as not to create a nuisance or annoyance to their neighbors.

11. The Trustees of GARLAND WOODS SUBDIVISION shall have full authority and power to determine what road maintenance and repairs are necessary and to contract for such maintenance and repairs on behalf of the owners of lots. Commencing on the 1st day of January each lot shall pay an annual assessment of Two Hundred and Fifty and No/100ths Dollars (\$250.00) for road maintenance and repairs. The aforesaid obligation to pay for road maintenance and repairs and the annual assessments therefor constitutes a lien against the lot of each property owner in favor of the Trustees. Such lien shall arise from the time it is incurred until it is paid in full. This assessment is subject to change and can be changed as specified under Article 25 of the Covenants, Conditions and Restrictions of Garland Woods Subdivision. At the time of purchase, each owner becomes jointly responsible for the cost of maintenance and for the cost of improvements on the roads as originally constructed. All GARLAND WOODS SUBDIVISION lot owners' jointly own platted road and utility easements as shown on plat cabinet B, slide 367 of the Warren County Records.

12. Special assessments shall be approved as specified under Article 25. At any time the Trustees consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, the Trustees must submit the proposal in writing as specified under Article 25 for approval. Notice of special

assessments shall become delinquent thirty (30) days after the billing due date.

13. Any lot owner who owns two (2) or more connecting tracts with one (1) single family residence will be considered as a single lot owner entitled to one (1) vote and shall be assessed as only one (1) lot, except the developer, who will have one (1) vote and one (1) assessment for each unsold lot in the subdivision.
14. Notice of all assessments shall be mailed by the Trustees to the last address used by the Collector for tax bills. If any assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from such due date at the rate of one percent (1%) per month compounded monthly. In addition to such lien, the personal obligation of the then owner to pay such assessment shall remain his personal obligation regardless of passage of title to his lot to successor. The Trustees may bring legal action against the owner personally obligated to pay the same, and in addition, may execute and acknowledge an instrument reciting the levy of the assessment with respect to such lot and cause the same to be recorded in the Office of the Recorder of Deeds of Warren County, Missouri and thereafter institute an appropriate legal action to enforce such lien when payment of the assessment is six (6) months in arrears. Upon payment, the Trustees shall execute and record (at the expense of the owner of the affected lot) a release of such lien. All costs, including reasonable attorney's fees incurred by the Trustees in enforcing the payment of any delinquent assessment shall be paid by the lot owner in default and the amount of such costs, including reasonable attorney's fees shall be a lien against the lot involved until paid. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage now or placed upon any lot subject due to assessments which become due and payable prior to a sale or transfer of such lot pursuant to foreclosure or in lieu of foreclosure. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor form the lien of any such subsequent assessment. The term "Mortgage" or Mortgages" shall include deed of trust or deeds of trust. Any owner whose assessment is in arrears over twelve (12) months may be subject to a suit for compliance by the GARLAND WOODS SUBDIVISION Trustees at their discretion. If a lot owner is found in non-compliance such lot owner becomes liable for fees that are

incurred for recovering damages, including reasonable attorney's fees, or other dues for such infringement or omissions.

15. These provisions may be revised by as authorized under Article 25 so long as any provision does not change or conflict with the restrictions recorded in the original General Warranty Deed executed between grantors and grantees dated July 13, 1998. All lot owners in GARLAND WOODS SUBDIVISION as well as the GARLAND WOODS TRUSTEES, and any owners in the association must abide by these binding restrictions, which are part of all deeds in the development.

16. Any owner who violates the restrictions may be subject to a suit for compliance by an individual owner at his/her own expense, or by the GARLAND WOODS SUBDIVISION Trustees, when so directed by a majority of owners at the expense of all lot owners. If a lot owner is found in non-compliance, such lot owner becomes liable for fees that are incurred for recovering damages, including reasonable attorney's fees, or other dues for such infringement or omissions. It is, and is hereby declared to be, the intention that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land within the tract subject hereto and to end with all title's interests and estates in same, and be binding upon every owner. This also includes subdividing property.

17. The Trustees will be comprised of three (3) in number and will be the governing body for GARLAND WOODS SUBDIVISION. They shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants, and they shall be authorized to grant variances for unusual conditions. Trustees in behalf of, or for the benefit of themselves or any of said owners, or for any or either of them to proceed in law or in equity against the person or persons, infringing or attempting to infringe or omitting to perform such restrictions either to prevent it, him or them from doing so and to recover damages, including reasonable attorney's fees, or other dues from such infringement or omissions.

18. The first Board of Trustees shall consist of WILLIAM REID, BRET BELL and PHILIP REID and shall serve until the first week of November 1999. Afterwards the lot owners shall elect a

new board for three (3) year terms. The remaining Trustees shall select a lot owner to fill any vacancy caused by resignation.

19.No road may be constructed or road easement granted connecting subdivision road to land outside the subdivision other than by the Trustees. No timbering within two hundred (200) feet of the subdivision roads is permitted.

20.There shall be no commercial businesses are allowed.

21.There shall be no subdivision of any development parcel allowed within the first three (3) years of purchase.

22.The following restrictions were amended on 12/21/1998 @ 3:20 P.M.

- a. Subdividing of parcels less than six (6) acres is prohibited, except
 - (i) Parcel 3 may be sold as 5.29 acres, (ii) Parcel 2 may be sold in two (2) tracts, and
 - (iii) Common ground used as location of subdivision water supply and sewer system;
- b. Land adjacent to the North boundary (from point "A" to point "B", above descriptions) may be divided to no more than eight (8) tracts and such tracts shall have a minimum size of ten (10) acres. These eight (8) tracts cannot be further divided;
- c. The original developer may divide property into no more than fifty-five (55) parcels; and.
- d. Development is limited to residential and related use.

23.The developer of record and the purchasers of GARLAND WOODS SUBDIVISION shall have the power to change the terms and conditions of these Covenants, Conditions and Restrictions except for the following which are inalterable and cannot be amended:

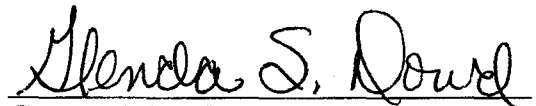
- a. No lot may be subdivided for a period of three (3) years after purchase from the developer;
- b. No lot may be subdivided creating a lot of less than six (6) acres;
- c. The following lots are permanently restricted from further subdividing, namely #3, #4, #7A, #8, #14, #15 and #16A.

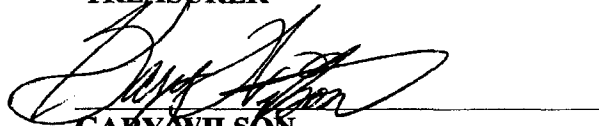
24. These Covenants are to run with the land, are binding on present and future lot owners and shall be administered and enforced by the Trustees of GARLAND WOODS ASSOCIATION, a Not-For-Profit Missouri Corporation.

25. Amendment provisions: Provisions herein may be amended, modified or changed from time to time by the Trustees as long as they own a lot in GARLAND WOODS SUBDIVISION, have mailed ballots of the proposal in writing to all property owners, and have been approved by a sixty percent (60%) majority of the votes cast. The Trustees shall record such amendment in the Office of the Recorder of Deeds of Warren County, Missouri.

IN WITNESS WHEREOF, the Trustees of GARLAND WOODS ASSOCIATION have set their hands this 28th day of May, 2006.


JAMES N. MINCHER
PRESIDENT


GLENDA S. DOWD
TREASURER


GARY WILSON
SECRETARY