

2004L33578

REC. FEE: 42.00

NON-STD FEE:

PAGES: 7

ROBERT A DIXON, RECORDER OF TANEY COUNTY, MO, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, WAS ON 07/28/2004 AT 09:06:25AM DULY FILED FOR RECORD AND IS RECORDED IN THE RECORDS OF THIS OFFICE BOOK: 445 PAGE: 5416 - 5422 WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT FORSYTH, MO,

Jeri Gulmore DEPUTY

Call Brian Anton
546-8600

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODBURY ESTATES, A SUBDIVISION IN TANEY COUNTY, MISSOURI

THIS DECLARATION, dated as of July 27, 2004, is made by LBA Development, LLC, a Limited Liability Company, referred to herein as the Developer, the owner of all the real estate which Developer has platted as:

**WOODBURY ESTATES
A SUBDIVISION IN TANEY COUNTY, MISSOURI**

According to the plat recorded in Plat Slide H at Pages 92-93 (referred to herein as the "Plat") in the Office of the Recorder of Deeds, Taney County, Missouri, refers to herein as Woodbury Estates.

WHEREAS, Developer desires to create in and upon the Subdivision, together with any additions thereto as hereinafter provided, a residential community with streets and other common facilities for the use and benefit of said community.

NOW, THEREFORE, the Developer declares that the real property comprising the Subdivision described above, and any additions thereto as may hereafter be made in accordance with the terms herewith, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, servitudes, charges and liens (sometimes referred to herein as the "Covenants and Restrictions") hereinafter set forth, all of which shall run with such lands and bind and inure to the benefit of all persons who may now or hereafter own or acquire any right, title, estate or interest in or to any of said lands, or who may now or hereafter occupy any portion thereof.

The Subdivision, and any and all portions thereof, shall be held, transferred, sold, conveyed and occupied subject to the Declaration of Covenants and Restrictions. Therefore, each owner of a lot within the Subdivision, as shown on the Plat, by reason of acquisition thereof by purchase, gift or any other means, consents by virtue thereof to these Covenants and Restrictions, whether or not the deed or other instrument conveying or transferring the Lot shall so state.

These covenants, conditions and restrictions are in addition to any conditions and restriction upon the Lots in Woodbury Estates imposed by the ordinances of Taney County and any other units of government. These covenants, conditions and restrictions are intended to bind the present and future owners, of Woodbury Estates, as covenants running with the land, in order to create a uniform plan of development for Woodbury Estates.

By Acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, and assigns binds himself his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition each such person by so doing thereby acknowledges that this Declaration set forth a general scheme for the improvement and development of the real property covered thereby.

NOW, THEREFORE, Developer, as owner of all the real property in Woodbury Estates, does hereby declare that all the Lots in Woodbury Estates are subject to and bound by this Declaration and shall be held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges of this Declaration, as follows:

1. All Lots shall be residential Lots used for residential purposes only. Therefore, no business or profession of any type shall be allowed or conducted in the Subdivision, other than the business of the Developer.
2. All Lots shall be reserved and restricted to a dwelling designed and intended for use and occupancy as a residence by a single family, and no more than one such single family dwelling shall be constructed on any one Lot.
3. Each dwelling shall contain a minimum of 1,800 square feet of living area on the main level and an attached garage of sufficient size to accommodate two or more standard automobiles. All square footage minimum standards are excluding of basements, and any porches, breezeways, patios, garages or other unheated areas. The roof pitch will be no less than six inches per foot slope (1/4 pitch).
4. No Lots can be subdivided into smaller lots and must remain the same footage as when purchased.
5. No "improvements" (as defined in paragraph 8 below) shall be constructed, erected, placed, altered (by addition or deletion), demolished, maintained or permitted to remain on any portion of a Lot unless and until plans and specifications in such form and detail as Developer requires shall have been submitted to and approved by the Developer. The Developer shall have sole discretion in the approval or rejection of plans and specifications; provided, however, such approval shall not be unreasonably withheld.
6. Before construction or any improvement on any dwelling begins all applicable city, county, and state permits must be obtained.

7. The plans and specifications to be submitted and approved as provided in paragraph 5 above shall include, without limitation, the following:
 - a. Complete plans and specifications for all construction, erection, placement, alteration or demolition covering the exterior of any building and the entirety of any other improvement, including working drawings, materials, brochures, structural design, and evidence of the construction procedures to be used, and construction schedule with estimated dates for completion.
 - b. The location of buildings, parking areas, driveways and culverts or drainage, landscaped areas, below ground utility equipment and facilities, and other improvements, including without limitation all fences and mail boxes.
 - c. Final grading plans.
 - d. Color and material samples of the exterior finish.
 - e. Site lines to and from all buildings.
 - f. Utility connections.
 - g. Any other materials or documents requested by the Developer.
8. "Improvements" shall mean and include any and all buildings, structures, parking areas, fences, walls, poles, driveways, swimming pools, ponds, waterways, drainage areas, mail boxes, and all changes, additions or alterations to any of the foregoing. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in the current year and which does not change exterior colors or exterior appearances. It shall include both original improvements and all later changes and improvements.
9. Developer will regulate the sewer and well locations on each Lot to the extent as to protect each lot owner from encumbrances and to conform to Sewer Department requirements. Private sewage treatment systems shall conform to all applicable regulations of County, State, and City Health authorities; including obtaining all applicable permits.
10. All house and outbuildings shall be built on site. Other than primary homes, the only outbuildings that are permitted are one detached garage or storage building that does not exceed 1,500 square feet. No detached buildings will be placed between the front of the house and the road. The exterior of any garage or storage building shall have the same siding material and roofing material as the exterior of the front of the house on the same lot. The lowest eave height of any outbuilding or garage shall be at least 8 feet and no more than 12 feet from the ground. Detached garages and storage buildings shall be erected in areas of each lot in a location that minimizes visibility from the subdivision road and neighboring homes. No construction of any detached garage or storage building may begin unless the Developer has given written approval for such structures.
11. The front exterior face and any exterior sides facing a roadway on all dwellings shall be comprised of 70% brick, stone or stucco that has been approved by the Developer in accordance with paragraph 5 above.

12. The water supply will include private and/or shared wells which will include one (1) to three (3) Lots, with the one (1) to three (3) Lots having an equally divided well interest. Developer will determine acceptable well placement on all Lots to protect from wells being placed that will adversely affect other Lots.
13. No mobile homes are allowed. No cars, trucks boats, trailers, campers, motor homes or other recreational vehicles shall be parked or stored on any road. Only one operating vehicle or one operating truck no-larger than $\frac{3}{4}$ ton may be parked in driveways and one other operating vehicle or trailer (except commercial – see paragraph 15) may be parked to the side or in the rear of the home. There shall be no other vehicles, equipment, tractors or mowers parked on the Lot unless they are within an enclosed garage.
14. No earth dwelling homes shall be constructed on said Lots.
15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become a nuisance to the neighborhood. Discharge of firearms is strictly prohibited.
16. Installation and maintenance of utilities shall be conducted in the easements therefore as shown on the Plat.
17. No animals, livestock (which includes, but not limited to cows, horses, pigs, and goats) or poultry of any kind shall be raised, bred, or kept on any Lot, except that one dog and/or one cat and/or one other household pet, provided that they are not kept, bred or maintained for any commercial purpose or allowed to run loose or become a threat or nuisance to the other owners. "Commercial purpose" shall be interpreted to mean that not more than one litter of puppies or kittens or the offspring of any other household pets may be raised and sold from any single Lot in any calendar year.
18. No trucks or other commercial vehicles shall be parked or permitted to stand overnight on or adjacent to any of the Lots in the Subdivision, except during deliveries. This restriction shall not apply to construction vehicles while being used in the construction of buildings on Lots. This shall not be construed to prevent the placing of such vehicles within an enclosed garage.
19. No disabled motor vehicle shall be parked or kept on any Lot or street for more than 24 hours. No vehicle repairs shall be conducted on any street, yard or driveway unless such repairs may be reasonably expected to be completed within 24 hours.
20. The lawns of all improved Lots shall be maintained in a neat and clean condition, with the grass being properly mowed at all times. For failure to maintain lawns in a neat and clean conditions and to mow as needed to keep grass and weeds from being more than eight inches in height, Developer shall have the right to enter and mow such Lot and charge the owner of such Lot for each mowing, plus the reasonable

costs of removal and disposal of debris, with such charge to be a lien on the lot in favor of the Developer.

21. No Lot shall be used or maintained as a dumping or collection site for garbage, trash or other wastes. All garbage and trash shall be kept in clean sanitary and covered containers of a design that precludes the possibility of creating a nuisance of any kind and shall be screened from public view. There shall be no trash burning on any Lot. The owner of each Lot shall make arrangements for their own trash pickup and disposal through a trash service.
22. There shall be no incinerators, barrels, garbage cans or other trash containers visible from the street in front of any Lot except on days that trash pickup is scheduled. Junk, debris, litter, whether or not visible from the street, shall not be allowed to accumulate in front, side or rear yards.
23. No structure or vehicle of a temporary character, including without limitation any trailer, basement, tent mobile home, motor home, camper, recreational vehicle, shack, garage, barn or any other outbuilding, shall be used on any Lot herein at any time as a residence, either temporarily or permanently, it being the intents of these Covenants and Restrictions that the residences in the Subdivision shall be "stick built", and any trailer, tent, mobile home, motor home, modular home, pre-fabricated home or other similar types of homes, now existing or hereafter designed and created, shall be prohibited, whether or not same are permanently or semi-permanently attached or affixed to the ground and whether or not same are classified as real property or personal property.
24. No outside television or radio antenna shall be erected, installed or maintained on any Lot or any structures on the Lots, except that outside television or radio antenna not more than four feet in height shall be permitted on the roof or chimney of a dwelling. Not more than one satellite dish shall be placed on any lot.
25. All houses and any other structures constructed in the Subdivision shall be completed within 9-months from the date construction is started.
26. Propane tanks must be hidden from road view and no tanks for the storage of fuel may be erected or placed above the surface of the ground.
27. Any Lot, after being purchased, whether is built upon or not, shall be maintained in a manner that is in keeping with the other unsold Lots in the Subdivision in regard to brush, weeds, trash and another unsightly refuse and Developer reserves the right, at the Lot owner's expense, to maintain said Lot in such a condition as to be complimentary to the Subdivision as a whole.

28. All driveways entering streets shall have culverts of adequate capacity, length and diameter and will be approved by Developer and/or County so as to properly carry drainage. Such driveways shall be constructed so as not to divert water into street or adversely affect other properties (Lots).
29. No trees shall be cut from any Lot purchased except those trees that the lot owner and the Developer mutually agree are necessary for the proper construction and development of the residence.
30. No advertising or display signs of any character shall be placed or maintained on any Lot, except customary "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high, placed on or in front of a dwelling by the owner.
31. No ATV or motorcycle trails (tracks) will be permitted on any Lot other than those required for general maintenance.
32. These Covenants and Restrictions may be enforced by an owner or owners of any Lots in the Subdivision, and the Developer, any and all of whom shall have the right to apply to a court of competent jurisdiction for the purpose of enforcing the said Covenants and Restrictions.
33. Invalidation of any one of these Covenants and Restrictions by judgment of court order shall not affect any of the other provisions, which shall remain in full force and effect.
34. Enforcement of the Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.
35. These Covenants and Restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by any Lot owners and the Developer for a period of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each; provided, however, that (i) such Covenants and Restrictions may be amended during the twenty-five year period or during any subsequent ten (10) year period by the execution and recordation of an instrument containing such amendments signed by the then owners of record of 2/3 of all Lots in the Subdivision, and (ii) written notice of the proposed amendment is sent to every Lot owner at least ninety (90) days in advance of any action taken. At the discretion of the Developer a property association may be formed. Each Lot will have one (1) vote.
36. The Developer retains the right for a period of 24 months after the initial recording of this Declaration to make corrections of typographical errors and matters of form.

IN WITNESS WHEREOF, the undersigned, has caused these Covenants, Conditions and Restrictions to be duly executed this 27th day of July, 2004.

Brian Donald Anton
Brian Donald Anton - Member
LBA Development, LLC

Elizabeth Ann Anton
Elizabeth Ann Anton - Member
LBA Development, LLC

STATE OF MISSOURI
COUNTY OF TANEY

On this 27 day of July, 2004, before me, a Notary Public in and for said state personally appeared Brian Donald Anton, Member of LBA Development, LLC and Elizabeth Ann Anton, Member of LBA Development, LLC known to me to be he person who executed the foregoing instrument and Brian Donald Anton, Member of LBA Development, LLC and Elizabeth Ann Anton, Member of LBA Development, LLC acknowledged to me that they executed the same for the purposes stated therein.

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 Commission Expires:

12/26/07

Sandra E. Wallace
Notary Public

Sandra E. Wallace
Notary Public
Greene County, Missouri
My Commission Expires December 26, 2007

END OF DOCUMENT