

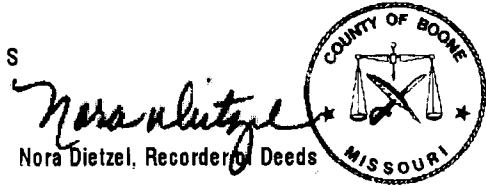
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Title of Document: RESTRICTIVE COVENANTS OF SOUTH WIND PLAT 2

Date of Document: FEBRUARY 16, 2017

Grantor(s) WINS COTT CONSTRUCTION AND EXCAVATING, INC.

Grantee(s) WINS COTT CONSTRUCTION AND EXCAVATING, INC.

Statutory Mailing Address(s): C/O KEITH WINS COTT, 801 KENTUCKY DRIVE,
P.O. BOX 730, ASHLAND, MISSOURI 65010

Legal Description: Lots 201 through 225, both inclusive, of South Wind Plat 2 as shown by
Plat recorded in Plat Book 50 at Page 40, Deed Records of Boone County,
Missouri

Nora Dietzel, Recorder of Deeds

~~RESTRICTIVE COVENANTS OF SOUTH WIND~~ **Unofficial Document** PLAT 2

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described real estate situated in Boone County, Missouri, to wit:

- a) Lots 201 through 225, both inclusive, of South Wind Plat 2 as shown by Plat recorded in Plat Book 50 at Page 40, Deed Records of Boone County, Missouri

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein (referred to herein as the "covenants") upon all of the above described Lots for its own benefit and for the benefit of all future owners of said lots; and

WHEREAS, the undersigned desires that said covenants and restrictions shall constitute covenants running with the land and the present and future successive owners of said Lots shall have the right to invoke and enforce said covenants and restrictions;

NOW THEREFORE, the undersigned does hereby impose the covenants and restrictions herein set out on all of the above described Lots, being Lots 201 through 225, both inclusive, of South Wind Plat 2 as shown by Plat recorded in Plat Book 50 at Page 40, Deed Records of Boone County, Missouri, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and its successors in title to the above described Lots and to its successors and assigns forever, to wit:

DEFINITIONS

1. That for the purpose of this document the following terms shall have the following meanings:

- a) "Lot shall mean each of the following Lots:
 - D) Lots 201 through 225, both inclusive, of South Wind Plat 2 as shown by Plat recorded in Plat Book 50 at Page 40, Deed Records of Boone County, Missouri

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- b) “Single Family Residential Dwelling” shall mean a single detached building arranged, intended and designed for occupancy by one family in one dwelling unit.
 - c) “Dwelling” shall mean a residential structure arranged, intended and designed for occupancy by one family in one living unit.
 - d) “Family” shall be deemed to mean a “family” as defined from time to time in the Zoning Ordinances and Codes of the City of Ashland, Missouri as such Ordinances and Codes shall from time to time be amended.
 - e) “Developer” shall be deemed to mean Winscott Construction and Excavating, Inc., a Missouri Corporation.

USE RESTRICTIONS

2. That each said Lot and the Dwelling erected on each Lot shall be used only for owner occupied Single Family Residential Dwelling purposes and no other purpose, and not more than one (1) Single Family Residential Dwelling shall be constructed on each Lot.

3. That no Single Family Residential Dwelling shall be permitted on any of the above described Lots unless the following requirements are met:

- a) The finished living area of the ground floor of a one story Dwelling without a basement shall contain not less than 1,700 square feet.
- b) The total finished living area of the ground floor of a one story Dwelling containing a basement shall contain not less than 1,600 square feet.
- c) The total finished living area of the ground floor of a one and one-half story Dwelling shall contain not less than 1,500 square feet and the total finished living area of the ground floor and the upper floor of said Dwelling shall contain not less than 2,100 square feet.
- d) The finished living area of the ground floor of a two-story Dwelling shall contain not less than 1,200 square feet and the total finished living area of the ground floor and the upper floor of said Dwelling must contain not less than 2,000 square feet.

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The term "finished living area" as used herein shall be exclusive of and not include basement area, open porches, patios and garages.

4. No Dwelling shall be permitted on any of the above described Lots unless it contains an attached garage for two (2) or more automobiles. No garage may be used as living quarters. No carport shall be permitted on any Lot.

5. No detached building nor any outside storage shed (permanent or portable) shall be permitted on any Lot without the prior written consent of the Architectural Control Committee.

6. No Dwelling shall be permitted on any Lot unless one half (½) of the front wall space, excluding windows, above the windows and above the garage door, of the Dwelling, is composed of brick, stone or stucco construction material or any combination thereof, except if the style of the home is such that masonry is not appropriate the Architectural Control Committee shall have the authority to waive in writing the requirements of this paragraph.

7. If vinyl siding is used on a Dwelling on any exterior wall it must have a minimum thickness of .044 millimeter and must be nailed with electroplated nails but the provisions of this paragraph shall not be deemed to limit or affect the restrictions contained in paragraph 6 above.

8. If asphalt shingles are used on a Dwelling said asphalt shingles must be of the "architectural" variety or type.

9. No Dwelling shall be permitted on any Lot unless the roof contains a pitch which shall not be less than six (6) inches of vertical drop for each twelve (12) inches of roof "run," except the restrictions of this paragraph shall not apply to a porch roof.

10. No flue or chimney shall be constructed adjacent to the exterior wall of any Dwelling unless the same is entirely enclosed with masonry or the same material as the exterior siding on the Dwelling.

11. No Dwelling shall be permitted on any Lot unless the Lot also contains a driveway leading from the public street to the garage attached to the Dwelling and unless said driveway is of sufficient width that two (2) automobiles may be parked side by side on the driveway.

12. No fence shall be constructed on any Lot closer to the front boundary line of the Lot than the rear corners of the Dwelling on the Lot and in addition, on corner Lots no fence shall be constructed closer to the side boundary lines of the Lot than the building lines shown on

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the subdivision plat, and except as aforesaid no fence shall be constructed on any Lot closer than five (5) feet from the boundary line of the Lot, and in case of a dispute or question regarding the proper location of a fence the same shall be decided in writing by the Architectural Control Committee.

No fence shall be constructed on any Lot unless the same is composed of wood, vinyl, brick, stone or stucco construction material or any combination thereof.

No fence shall be constructed on any Lot without the approval of the Architectural Control Committee as provided below herein, notwithstanding the other provisions of this paragraph 12.

13. No personal property, with the exception of operative automobiles or operative pickup trucks not to exceed 3/4-ton in size, shall be placed or stored in the open on any Lot nearer to the boundary lines of the Lot than the building setback lines shown on the subdivision plat.

14. No vehicle, with the exception of operative automobiles or operative pickup trucks not to exceed 3/4-ton in size, shall be parked, placed or stored overnight upon any of the public roadways located in the above-described subdivision.

15. No uncovered parking area or space on any Lot shall be used for parking of a trailer, truck, boat, mobile home, camper, recreational vehicle or anything else other than operative automobiles or operative pickup trucks not to exceed 3/4-ton in size for the personal use of the occupants of the Dwelling on the Lot.

16. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted on any Lot or upon any of the public roadway abutting any Lot.

17. The portion of the yard area on any Lot containing a Dwelling must be sodded in the area between the front line of the Lot and the rear line of the Dwelling (extended to each side Lot line) and the remainder of said yard must be seeded with grass, and said sodding and seeding must be completed as soon as possible after the completion of the construction of the Dwelling on the Lot. In addition, the yard area between the front building line and the front Lot line of any Lot containing a Dwelling must contain (a) not less than two (2) trees of the type specified by the Architectural Control Committee with each tree having a diameter at the base of not less than two (2) inches and (b) not less than four (4) shrubs of the type specified by the Architectural

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18. No dog house, dog pen or dog run may be constructed upon any Lot.
19. No "earth contact" Dwelling shall be permitted on any Lot.
20. No manufactured home, no manufactured dwelling and no prefabricated dwelling shall be permitted on any Lot.
21. No exterior wood stove or exterior heating stove shall be permitted exterior to the Dwelling on any Lot.
22. No exterior antenna or electronic dish shall be permitted on the exterior of any Dwelling or upon any Lot exterior to the Dwelling without the prior written consent of the Architectural Control Committee.
No electronic dish approved by the Architectural Control Committee shall exceed 18 inches in diameter.
23. No mailbox shall be permitted on any Lot or in the public roadway adjacent to any Lot unless and until the design of the same is approved in writing by the Architectural Control Committee.
24. No street address designation or house number shall be permitted on any Lot unless and until the design of the same is approved in writing by the Architectural Control Committee.
25. No above ground swimming pool shall be located on any Lot.
26. No propane tank shall be located on any Lot.
27. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.
28. No temporary structure, basement, tent, shack, trailer or mobile home shall be used on any Lot at any time as a residence, either temporary or permanent.
29. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
30. No pet shall be permitted to run at large off the premises of a Lot unless either such pet is on a leash and under the control of a competent person or such pet is under the control of a competent person and is obedient to the command o such person.

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31. No sewage disposal system of any kind shall be permitted on any Lot unless the same complies with all rules, regulations, ordinances and laws applicable to the same.

32. No sign of any kind shall be displayed to the public view upon any Lot except (a) signs used to advertise the property for sale or rent shall be permitted, and (b) the undersigned may maintain development and construction signs on the Lots owned by the undersigned until the undersigned has sold all of the aforesaid Lots.

33. No Lot shall be used or maintained as dumping ground, and junk, rubbish, trash, garbage or other waste shall not be kept on the premises of any Lot except in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

34. No structure, planting or other materials shall be placed or permitted to remain on the easement areas shown on the above-mentioned subdivision plat which may damage or interfere with the installation and maintenance of the utility facilities.

35. No grass, weeds or other vegetation of excessive height shall be permitted upon any Lot, and any shrubbery upon any Lot shall be kept neatly trimmed.

36. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any Lot.

37. No fence, wall hedge or shrub planting obstructing sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner the Lot line shall be extended into the intersection on imaginary lines until they meet with the twenty-five (25) feet dimension to be measured from the point where said imaginary lines meet in the intersection.

38. After a Lot has been sold by the Developer or any assignee of the rights of the Developer, said Lot shall not be subdivided by deed, plat, survey or otherwise into smaller Lots, tracts or parcels without the prior written consent of the Architectural Control Committee; provided however, nothing contained herein shall prevent the Developer or any assignee of the rights of the Developer from subdividing Lots owned by the Developer or any assignee of the rights of the Developer into smaller Lots, tracts or parcels or from amending Lot lines, or from combining Lots, or from eliminating Lots, or otherwise amending the boundaries of any Lot, and

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that nothing contained herein shall prevent the partition of a lot as between co-owners thereof if such right of partition shall otherwise be available but such partition shall not be in kind.

ARCHITECTURAL CONTROL

39. No dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement shall be erected, constructed, placed, altered or maintained on any Lot, unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control Committee herein after described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and shall receive a written receipt for the same signed by not less than one (1) member of the Committee, and said plans and specifications shall include the following:

- a) Two (2) copies of the plans for the dwelling, building or other improvement showing all dimension, interior floor plans and exterior elevations, and describing the exterior appearance; and
- b) Specifications for the dwelling, building or other improvement; and
- c) A landscape plan or description of landscaping to be provided.

All of the above documents must be submitted to the Architectural Control Committee. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

- I) Show the architectural elevations of all of the improvements;
- ii) Contain site plans, which show the site location of the dwelling, building or improvements;
- iii) Contain floor plans for the dwelling, building and improvement;
- iv) Show and describe, in detail, exterior finish materials for the dwelling, building or improvements;
- v) Show or describe in detail landscaping, including locations, types and size of landscaping material;
- vi) Show all exterior dimensions;

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- vii) ~~Contain all other data reasonably deemed necessary~~ **Unofficial Document** by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography and with other dwellings, buildings and improvements subject to these Covenants and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement (or change in the exterior finished material of the same) located within a Lot shall be made, commenced or maintained within a Lot until two (2) copies of the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwelling, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specification approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, exterior light pole, satellite dish, gazebo or other structure or improvement or addition to, or change to, or alteration upon (or change in exterior material), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefor, and with the site therefor, and with surrounding structures and topography, and that same would be in keeping with the general scope and character of the

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existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on Lots subject to these Covenants, and that same would be of at least the same quality as the average of the quality of the existing structures then located on Lots subject to these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the Lots subject to these Covenants and that same satisfies the minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it and receipted for by not less than one (1) member of the Committee, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the same committee shall not be required. However, as indicated above, the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

40. The initial Architectural Control Committee shall be composed of Keith A. Winscott. The Architectural Control Committee may designate in writing a representative to act for it. The undersigned Developer, WINSCOTT CONSTRUCTION AND EXCAVATING, INC., a Missouri corporation, shall have the right to remove any member of the committee and to designate the new members of the committee and to change the number of members of the committee. In the event of the death, resignation or removal of any member of the committee, WINSCOTT CONSTRUCTION AND EXCAVATING, INC. a Missouri corporation, shall designate the successor member of the committee.

After all Lots subject to this documents, including any annexed lots, have been sold by WINSCOTT CONSTRUCTION AND EXCAVATING, INC., a Missouri corporation, or by the assignee, if any of its rights as Developer, the Architectural Control Committee shall be elected by the owners of all of the Lots subject to these Covenants with the owners of each Lot having one (1) vote for each Lot owned. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one member elected for a term of two (2) years, and one member elected for a term of three (3) years, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to

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serve for a period of three (3) years. A member of the new committee must be an owner of a Lot subject to these Covenants. In the event of the death, resignation or disqualification of any member of the new committee or of any committee elected thereafter, the owners of the Lots subject to these Covenants shall elect a successor committee member voting as above-mentioned. Any Lot owner may call a meeting of the owners of Lots subject to these Covenants for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee and said meeting must be held in Boone County, Missouri.

No member of the Architectural Control Committee shall receive any compensation for services performed.

The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.

41. Any personal interests, or alleged personal interests, of a member of the Architectural Control Committee with respect to matters to be submitted to such committee for its determination shall be waived as a disqualification and a member of the Architectural Control Committee shall be permitted to participate in any decisions, whether or not such member has or arguably has an interest in the matter to be decided by the committee. As hereinabove indicated, all determinations of the Architectural Control Committee shall be final and binding. The Architectural Control Committee shall have sole, absolute, unlimited and unmitigated discretion with respect to all matters submitted to it for its determination, and no requirement that it be reasonable in its action shall be deemed to be expressed or implied, as all such requirements are waived and eliminated in their entirety.

42. That notwithstanding any other provisions contained herein, the Architectural Control Committee(s) and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstances whatsoever. In no event shall any member of the Architectural Control Committee(s) be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control Committee(s) or a member of the Architectural

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~~Control Committee(s) shall be to seek an order of the court or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee(s) or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.~~

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PARK AREA

43. The Association shall have the right, power and authority to acquire title to any common area lot use and to use same as a park and as a recreational area

The Association shall thereupon own, control, operate, maintain and retain title to said Park Area for the use and benefit of the owners of all of the lots made subject to the provisions of this Declaration, including annexed lots, as Park Area and as recreational area. The Association shall have the exclusive right and power to adopt, prescribe and enforce reasonable rules, regulations and restrictions with respect to the use of the Park Area by the lot owners and shall have the exclusive jurisdiction and control of the Park Area. The Association is authorized to contract for and to obtain such policies of insurance as it deems necessary or appropriate concerning the use, operation and maintenance of the Park Area. The Association shall have the right, power and authority to convey title to any of the Park Area to Ashland, Missouri or to any other public body for use as a public park.

ASSOCIATION

44. The Developer shall not later than December 31, 2017 cause to be incorporated a not-for-profit corporation under the laws of the State of Missouri to be known as South Wind Homeowners Association, a Missouri not-for-profit corporation (or such other name selected by the undersigned in the event said name is not available), referred to herein as "Association" and the Association shall have the right, power and authority to own, control, operate, repair and maintain the common area lots, the park areas referred to herein, the sign and landscape easement areas referred to herein and other property as referred to herein, and to use the same for such purposes as the Association shall deem appropriate and to acquire, own, operate, repair and

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maintain entrance signs to the subdivision on the sign and landscape areas and on any other real estate or easement owned by the Association as determined most appropriate by the Association, and to perform the purposes set out in this paragraph. Each owner of a residential lot subject to this Declaration shall be a member of the Association. The membership appurtenant to any residential lot shall not be separated from ownership of said lot. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to wit:

a. The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Developer, or by the assignee of the Developer, either until such time that the Developer, or the assignee of the Developer, has sold and conveyed title to all of the residential lots subject to this Declaration (being above described residential lots and any other residential lots hereafter subjected to the provisions of this Declaration) or until the time that the Developer, or the assignee of the Developer, has recorded in the office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to continue to appoint the members of the Board of Directors, whichever first occurs. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each residential lot owned for the election of the Board of Directors. When more than one person holds an interest in any residential lot, all such persons shall be members and shall have one (1) vote for such lot which shall be exercisable as the owners of the lot may determine, but in no event shall more than one (1) vote be cast with respect to any residential lot. The initial Board shall have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be appointed or elected so as to maintain a total membership of on the Board of three (3). The appointment and election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By-laws established by the Directors of the Association, insofar as such Bylaws do not conflict with the provisions of this document and in case of conflict the provisions of this document shall control. After the Developer no longer has the right to appoint the members of the Board of Directors of the Association, the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association and shall have right by majority vote to make and all decisions of the Association.

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b. Each owner of a residential lot by acceptance of a Deed or contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association the Initial Membership Fee (as the term is defined below), annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided. The Initial Membership Fee, annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the residential lot against which such assessment is made, and shall also be the personal obligation of the person or persons who was the owner(s) of such lot at the time the assessment was imposed.

c. The Initial Membership Fee, annual assessments and special assessments shall be assessed and used for the purposes of the Association including but not limited to the following:

I. To control, operate, maintain, repair, alter and improve the common area lots referred to herein.

ii. To control, operate maintain, repair and improve park areas referred to herein.

iii. To control, operate, maintain, repair, alter and improve the sign and landscape easement areas referred to herein.

iv. To install, own, control, repair, maintain, operate and improve one or more signs indicating the entrance to the subdivision.

v. To install, maintain, repair, replace and remove lighting on the signs referred to in the preceding paragraph and to landscape the aforesaid sign and landscape easement areas.

vi. To install underground electrical lines and electrical facilities to provide electricity for lighting the aforesaid signs.

~~To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and~~
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vii. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscape materials of all types and kinds in the sign and landscape easement areas referred to above and the common areas.

viii. To install a sprinkler and irrigation equipment system in the sign and landscape easement areas referred to above.

ix. To install fences, fencing materials, walls, structures and other improvements in the sign and landscape areas referred to above.

x. To own, control, operate, repair and maintain lighting in the park areas referred to above and street lighting in the roadway areas in the subdivision and to pay the electrical utility expense of operating said lighting system or systems.

xi. To acquire title to any of the real estate within the boundaries of any of the real estate made subject to the provisions of this Declaration and use the same as common area for the benefit of all residential lot owners.

xii. To acquire title to any real estate within the general vicinity of the real estate subject to the provisions of this Declaration and use the same as common area for the benefit of all residential lot owners.

xiii. To maintain such insurance on the common area lots, park areas, sign and landscape easement areas and other property owned and/or controlled by the Association as the Association deems appropriate.

xiv. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.

xv. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein, including, without limitation, its duties provided

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in paragraph herein. Unofficial Document

xvi. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.

xvii. The term "common areas" as used above herein shall include the common area lots, park areas and other real estate owned and/or controlled by the Association and designated as "common areas" by the Association.

d. The assessments of the Association shall be assessed equally against each residential lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby Empowered to make and collect during each year from the current owner(s) of each residential lot an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. The initial annual assessment shall be \$100.00 per year due on or before January 31 of each calendar year. Special assessments shall be made and collected by the Association as required for the purposes et forth in this document. Upon the conveyance of a residential Lot by any Person (including Residential Lots acquired from the Developer) to a Lot Owner of title to a Lot, the lot Owner shall promptly pay the Initial Membership Fee of One Hundred Fifty and 00/100 dollars (\$150.00) dollars. The amount of said Initial Membership Fee may be adjusted (increased or decreased) by the Association at any time hereafter at the Annual meeting of the Membership. Furthermore (and in addition), the Lot Owner shall pay to the Association, the Lot Owner's pro-rata share of the Annual Assessment for a calendar year in which said conveyance occurs. The Annual Assessment for a calendar year shall be apportioned between a Lot Owner who sells a Residential Lot and the purchaser of said lot based on the date during the year when title to said lot is transferred in the records of Boone County Recorder's Office. However, the Developer shall not be obligated to pay any portion of the Annual Assessment or the Initial Membership fee apportioned to any Lot owned by the Developer.

e. If any assessment is not paid on due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the residential lot which shall bind such property in the hands of the owner,

~~and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the obligation of said owner's successors in title to the residential lot.~~

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f. If any assessment is not paid when due, the assessment shall bear an interest from the date of the delinquency at a rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed non-benefit or nonuser of the benefits for which the assessment is imposed.

g. The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a residential lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due the time he/she or it owned the residential lot.

MODIFICATION

45. These covenants and restrictions and the provisions contained herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned Developer, WINS COTT CONSTRUCTION AND EXCAVATING, INC., or the assignee of the rights of undersigned Developer, and (b) the owners of two-thirds (2/3) of the Lots subject to this document; provided, however, after either the undersigned Developer, WINS COTT CONSTRUCTION AND EXCAVATING, INC., or the assignee of the rights of the undersigned as Developer, cease to own any of the Lots, including annexed lots,

~~Unofficial Document~~

subject to the provisions of this document, any of these Covenants may be amended, modified or abrogated upon the written consent of two-thirds (2/3) of the Lots subject to these covenants.

ENFORCEMENT

46. The undersigned Developer, WINSCOTT CONSTRUCTION AND EXCAVATING, INC., or the assignee of the rights of the undersigned Developer, and/or the owner of any Lot, including annexed lots, subject to this document may enforce this document and the provisions herein and shall have the right to proceed in law or in equity or both, against any person or persons violating or attempting to violate any of the provisions of this document, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and in said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses, including a reasonable attorney fee.

DEVELOPER RIGHTS

47. WINSCOTT CONSTRUCTION AND EXCAVATING, INC., a Missouri Corporation, shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint members of the Architectural Control Committee, and the right to appoint, remove and re-appoint members of the Architectural Control Committee, and the right to appoint, remove and re-appoint members of the Board of Directors of the Association and the right to agree to modification of these Covenants, to any other person or entity but such assignment must be in writing expressly referring to this paragraph and said assignee or assignee must be an owner of a lot subject to the provisions of this document.

48. Invalidation of any one of the provisions of this document by Judgment or court's decree shall not in any affect the validity of other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto executed this document this February 8, 2017.

Unofficial Document

OWNER AND DEVELOPER:

WINSCOTT CONSTRUCTION AND EXCAVATING, INC.,
a Missouri corporation

By: Keith A. Winscott
Keith A. Winscott, President

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this February 8, 2017, before me appeared Keith A. Winscott, by me personally known, who, being by me duly sworn, did say that he is the President of WINSCOTT CONSTRUCTION AND EXCAVATING, INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said President acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year above first written.

Paula M. Wilson
Notary Public: Paula M. Wilson

My Commission Expires:



PAULA M. WILSON
My Commission Expires
May 28, 2015
Boone County
Commission #11388765

Boone County, Missouri

BOONE COUNTY MO FEB 24 2017

MORTGAGEE'S SUBORDINATION AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the holder of the Note secured by a Deed of Trust on a part of the above described real estate recorded in Book 4398 Page 33, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the provisions of the foregoing Restrictive Covenants of South Wind Plat 2.

Dated this 16th day of February, 2017.

HAWTHORNE BANK

BY: _____

Todd Hoien
TODD HOIEN

ATTEST:

Secretary

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

ON THIS 16th DAY OF February, 2017, before me appeared Todd Hoien, to me personally known, who, being by me duly sworn, did say that he is a Vice-President of HAWTHORNE BANK, a corporation of the State of Missouri, and that the seal affixed to the forgoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri the day and year first above written.

My commission Expires:

Paula M. Wilson

Notary Public:

Paula M. Wilson



PAULA M. WILSON
My Commission Expires
May 28, 2015
Boone County
Commission #11388765