

# Boone County, Missouri



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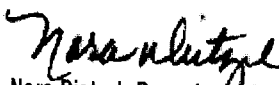
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Nora Dietzel, Recorder of Deeds



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**Title of Document:** Restrictive Covenants of South Wind Plat 1

**Date of Document:** January 15, 2016

**Grantor/Grantee:** Winscott Construction and Excavating, Inc., a Missouri corporation,  
d/b/a South Wind Plat 1 and Joyce M. Teel, a single person

**Grantee's Mailing Address:** c/o Keith A. Winscott, P.O. Box 730, 2905 E. Hwy. MM,  
Ashland, MO 65010

**Legal Description:**

Lots 101 through 128, both inclusive, of South Wind Plat 1 as shown by Plat recorded in Plat Book 48, Page 55, Deed Records of Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

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## Unofficial Document RESTRICTIVE COVENANTS OF SOUTH WIND PLAT 1

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS, the undersigned constitute all of the owners of the following described real estate situated in Boone County, Missouri, to-wit:**

**Lots 101 through 128, both inclusive, of South Wind Plat 1 as shown by Plat recorded in Plat Book 48, Page 55, Deed Records of Boone County, Missouri.**

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

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

**NOW, THEREFORE, the undersigned do hereby impose the covenants and restrictions herein set out on all of the above described Lots, being Lots 101 through 128, both inclusive, of South Wind Plat 1 as shown by Plat recorded in Plat Book 48, Page 55, 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 our successors in title to the above described Lots and to our 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:**

**Lots 101 through 128, both inclusive, of South Wind Plat 1 as shown by Plat recorded in Plat Book 48, Page 55, Deed Records of Boone County, Missouri.**

**b) "Single Family Residential Dwelling" shall mean a single detached building arranged, intended and designed for occupancy by one family in one living unit.**

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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 Single Family Residential Dwelling purposes and for 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 1,300 square feet.

b) The finished living area of the ground floor of a one-story Dwelling containing a basement shall contain not less than 1,300 square feet.

c) The finished living area of the ground floor of a one and one-half story Dwelling must 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 1,600 square feet.

d) The finished living area of the ground floor of a two-story Dwelling must 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 1,600 square feet.

No split foyer Dwelling, split level Dwelling, tri-level, four level or greater numbered level Dwelling shall be constructed on any Lot.

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

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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 (1/2) 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 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 roadways 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 Control Committee.

18. No dog house, dog pen or dog run may be constructed upon any Lot.

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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 of such person.

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.

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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 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.

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ARCHITECTURAL CONTROL  
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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 hereinafter 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 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 dimensions, 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 improvements;
- 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 sizes of landscaping material;
- vi) Show all exterior dimensions;
- vii) Contain all other data reasonably deemed necessary 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 dwellings, 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 specifications 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 materials), 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 the surrounding structures and topography, and that same would be in keeping with the general scope and character of the 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, WINSOTT 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, WINSOTT CONSTRUCTION AND EXCAVATING, INC., a Missouri corporation, shall designate the successor member of the committee.

After all Lots subject to this document, including any annexed lots, have been sold by WINSOTT CONSTRUCTION AND EXCAVATING, INC., a Missouri corporation, or by the assignee, if any, of its rights hereunder 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 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 the 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 circumstance 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 Committee(s) shall be to seek an order of 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.

**ANNEXATION REAL ESTATE**

43. The undersigned Developer, or any assignee of the rights of the undersigned as Developer hereunder, may at any time hereafter by written Declaration recorded in the Office of the Recorder of Deeds of Boone County, Missouri make all or any part of the following described real estate situated in Boone County, Missouri, to-wit:

A tract of land located in the north half of Section 22, Township 46 North, Range 12 West being a portion of the tract shown by survey recorded in Book 1289 at Page 905 of the Boone County Records and being further described as follows:

Beginning at the southeast corner of the tract shown by said survey; thence with the lines of said survey; Thence N88°57'00"W, 2511.05 feet; Thence N1°32'55"E, 205.38 feet; Thence along a curve to the right having a radius of 22878.31 feet for an arc distance 126.45 feet, the long chord bears N1°42'25"E, 126.45 feet; Thence N1°51'55"E, 737.13 feet; Thence S 87°12'20"E, 438.37 feet; Thence N 1°49'30"E, 496.61 feet to the south east corner of Lot 1 of Green Pastures Subdivision; Thence leaving the lines of said survey and with the east line of said lot 1 N9°51'40"W, 462.20 feet to the south east corner of the tract shown by survey in Book 1598 at Page 717 of said county records; Thence with the east lines of said tract N9°48'20"W, 341.00 feet; Thence N 15°04'45"E, 140.71 to the south right of way of Peterson Lane as shown by the plat of Eagle Lakes Plat 3; Thence leaving the lines of said survey and with the lines of said Plat 3 along a non-tangent curve to the right having a radius of 430.00 for an arc distance of 114.60, the long chord bears S 67°14'35"E, 114.26 feet; Thence S 30°23'35"W, 110.00 feet; Thence S64°14'50"E, 142.10 feet; Thence S 70°34'00"E, 50.00 feet; Thence S 73°46'10"E, 310.04 feet; Thence N 36°04'35"E, 58.90 feet; Thence S 82°43'30"E, 286.96 feet; Thence S 8°32'20"W, 5.37 feet; Thence S 86°27'10"E, 308.06 feet; Thence S 3°39'50" W, 70.90 feet; Thence S86°32'45"E, 108.92 feet to the west line of South Wind, Plat 1; Thence leaving the lines of said Plat 3 and with the lines of said Plat 1 S 59°46'20"E, 487.16 feet; Thence S 73°47'15"E, 139.15 feet; Thence S 82°03'25"E, 46.45 feet; Thence S 15°44'40"W, 181.68 feet; thence along a non-tangent curve to the left having a radius of 325.00 for an arc distance of 22.56 feet, the long chord bears S 76°14'40"E, 22.55 feet; Thence S 11°46'00"W, 126.36 feet; Thence S73°47'15"E, 24.14 feet; Thence S 88°11'20"E, 94.80 feet; Thence S 1°48'40"W, 13.33 feet; Thence S88°11'20"E, 185.08 feet to the west right of way of US Highway 63; Thence leaving the lines of said Plat 1 and with said west right of way S 1°50'00"W, 521.61 feet; Thence S 8°02'05"E, 439.35 feet; Thence S1°48'40"W, 512.20 feet; Thence S12°45'25"W, 31.25 feet to the point of beginning and containing 107.2 acres.

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with the written consent of the owner of said real estate, subject to the provisions of these Covenants, and in such event each Lot shall be subject to and be deemed a part of these Covenants and the owners of each said Lot and each said Lot shall be subject to, be bound by and be deemed a part of these Covenants, including the Architectural Control provisions contained herein and shall have all of the obligations and benefits of the owners of a Lot contained herein.

### MODIFICATION

44. 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, WINSOTT CONSTRUCTION AND EXCAVATING, INC., or the assignee of the rights of the undersigned Developer, WINSOTT CONSTRUCTION AND EXCAVATING, INC., and (b) the owners of two-thirds (2/3) of the Lots subject to this document; provided however, after either the undersigned Developer, WINSOTT CONSTRUCTION AND EXCAVATING, INC., or the assignee of the rights of the undersigned as Developer cease to own any of the Lots subject to the provisions of this document, including annexed lots, these Covenants may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the Lots subject to these Covenants.

### ENFORCEMENT

45. The undersigned Developer, WINSOTT CONSTRUCTION AND EXCAVATING, INC., and/or the owner of any Lot subject to this document, including annexed lots, 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

46. WINSOTT 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 agree to modification of these Covenants to any other person or persons but any such

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assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a Lot subject to the provisions of this document.

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

IN WITNESS WHEREOF, we have hereunto executed this document this 15 day of January, 2016.

OWNER & DEVELOPER:

WINSCOTT CONSTRUCTION AND EXCAVATING, INC., a Missouri corporation

BY: Keith Winscott  
KEITH A. WINSCOTT, President

ATTEST:

\_\_\_\_\_  
Secretary

OWNER (Lot 111):

Joyce M. Teel  
JOYCE M. TEEL

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 15<sup>th</sup> day of January, 2016, before me appeared KEITH A. WINSCOTT, to 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 the seal affixed to the foregoing 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 President acknowledged said instrument to be the free act and deed of said corporation.

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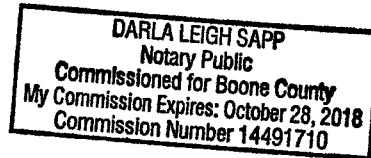
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the state and county aforesaid, the day and year first above written.

Darla Leigh Sapp  
Notary Public

My commission expires:

10/28/2018

Darla Leigh Sapp



STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 15<sup>th</sup> day of January, 2016, before me personally appeared JOYCE M. TEEL, a single person, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

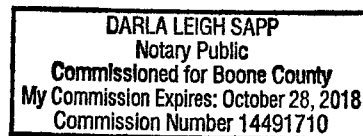
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Darla Leigh Sapp  
Notary Public

My commission expires:

10/28/2018

Darla Leigh Sapp



## 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 4381, Page 181, 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 1.

Dated this 15<sup>th</sup> day of January, 2016.

HAWTHORN BANK

BY:

*[Handwritten Signature]*

Vice-President

TODD HOIEN

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF BOONE     )

On this 15 day of January, 2016 before me appeared Todd Hoien, to me personally known, who, being by me duly sworn, did say that he is a Vice-President of HAWTHORN BANK, a corporation of the State of Missouri, and that the seal affixed to the foregoing 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.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

*Carrie Morrow*

CARRIE MORROW  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Cole  
My Commission Expires 4/08/2017  
Commission # 13469020

My commission expires:  
4/8/17



**MORTGAGEE'S SUBORDINATION AGREEMENT**

Unofficial Document

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 4533, Page 51, Deed Records of Boone County, Missouri, and a Deed of Trust on a part of the above described real estate recorded in Book 4535, Page 171, Deed Records of Boone County, Missouri, does hereby subordinate said Deeds of Trust to the provisions of the foregoing Restrictive Covenants of South Wind Plat 1.

Dated this 15 day of JANUARY, 2016.

LANDMARK BANK N.A.

BY: Jeffrey A Brinegar VP  
Vice-President  
Jeffery A. Brinegar

ATTEST:

Darla Pitchford  
Secretary  
DARLA PITCHFORD



STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF BOONE )

On this 15 day of January, 2016 before me appeared Jeffrey A. Brinegar, to me personally known, who, being by me duly sworn, did say that he is a Vice-President of LANDMARK BANK N.A., a corporation, and that the seal affixed to the foregoing 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.

Ashley Armentrout  
Notary Public

My commission expires:  
10-14-2018

