

**AMENDED PROTECTIVE COVENANTS
OF A PART OF SHALIMAR GARDENS, BLOCK I**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned constitute more than two-thirds (2/3) of the owners of the following described real estate situated in Boone County, Missouri, to-wit:

Lots Five (5) through Forty-six (46) of Shalimar Gardens, Block I, as shown by plat recorded in Plat Book 11, Page 126, Records of Boone County, Missouri.

WHEREAS, the undersigned desire to revoke the Protective Covenants of a Part of Shalimar Gardens, Block I, recorded in Book 422, Page 764, Deed Records of Boone County, Missouri and in lieu thereof to adopt the restrictions set out below herein as covenants running with the land for their own benefit and for the use and benefit of all future owners of said lots in said subdivision; and

WHEREAS, LARRY W. BENTON and CECILIA A. BENTON, husband and wife, are the owners of real estate adjacent to Shalimar Gardens, Block I, described above and desire to have the right, without any obligation to do so, to make all or portions of said real estate subject to these Protective Covenants;

NOW, THEREFORE, the undersigned to hereby fully revoke the Protective Covenants of a Part of Shalimar Gardens, Block I, recorded in Book 422, Page 764, Deed Records of Boone County, Missouri, and in lieu thereof do hereby impose the restrictions hereinafter set out on Lots 5 through 46, both inclusive, of Shalimar Gardens, Block I, Plat Book 11, Page 126, Deed Records of Boone County, Missouri, which restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the undersigned and our successors in title and upon our heirs, executors and administrators, successors and assigns forever:

USE RESTRICTIONS

1. That said lots shall be used only for residential purposes and for no other purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height in addition to basement and a private garage for not more than two (2) cars.

2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches, patios and garages, shall not be less than one thousand (1,000) square feet for a one story dwelling nor less than seven hundred fifty (750) square feet for a dwelling of more than one story (a basement shall not be considered in determining the number of stories in a dwelling).

3. No building or other structure shall be located closer to a front or side lot line than the building line shown on the plat of the subdivision. No building shall be located nearer to any interior side lot line or any rear lot line than permitted by the Rules, Regulations and Ordinances of Boone County, Missouri. For the purpose of this restriction, eaves, steps and open porches shall not be considered as a part of the building.

4. No dwelling shall be erected or placed on any lot which has a lot width of less than sixty (60) feet at the minimum building setback line, nor shall any building be erected or placed on any lot having a lot area of less than seven thousand (7,000) square feet.

5. Easements as shown on the recorded plat of the subdivision are reserved for the use and benefit of the undersigned owners and the owners of all lots in the subdivision. No structure, planting or other materials shall be erected or permitted to remain in the easement area which may damage or interfere with the easement.

6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No temporary structure, mobile home without foundation, travel trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or

permanently. Not more than one outbuilding containing not more than one hundred (100) square feet shall be allowed on any lot and said outbuilding shall be fully enclosed, kept in proper repair and used for storage only.

8. No partially dismantled, inoperable, wrecked, junked or discarded motor vehicle, farm equipment, stock car, motor vehicle part or any other personal property shall be permitted to remain stored in the open upon any lot or upon any of the roadways in the subdivision, except lawn equipment, lawn furniture and children's toys may be permitted to remain stored in the open upon any lot.

9. Each lot with a dwelling located thereon shall have an electric yard light with an automatic dusk-to-dawn on-off device. Said light shall be approved by the person with authority to approve plans and specifications as set forth in paragraphs 24 and 25 below herein, and shall be located one (1) foot inside the front property line at a place designated by said person or persons with authority to approve plans and specifications as set forth in paragraphs 24 and 25 below herein. The maintenance and repair of said light shall be the responsibility of the lot owner.

10. No sign of any kind shall be displayed to the public view on any lot except signs used to advertise the property for sale or rent.

11. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except not more than a total of two (2) household pets such as dogs, cats or other domestic pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No dogs shall be permitted in the subdivision unless the same are kept either on a leash, in an enclosed fenced area on a lot or kept in an enclosed building.

12. No pens or runs for dogs, cats or other household pets may be constructed upon any lot unless approved in accordance with the procedures set out in paragraphs 24 and 25 below herein.

13. No dog may be kept or maintained on any lot which barks causing disturbance to the resident on any other lot.

14. No trucks in excess of one (1) ton capacity shall be permitted to remain overnight on any lot, on any street or on any other area in the subdivision.

15. No firearms of any kind shall be used or discharged in the subdivision and no explosives of any kind shall be permitted to be stored in the subdivision.

16. No weeds, grass or other foliage in excess of eight (8) inches in height above ground level shall be permitted on any lot, and each lot owner shall cut said weeds, grass and foliage as frequently as necessary to maintain the same at a height of eight (8) inches or less.

17. No garbage, rubbish, bottles, cans, trash or other waste material shall be kept on 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.

18. That notwithstanding the foregoing restrictive covenants, during the time that improvements are being constructed or repaired on any lot, machinery, equipment and building materials may be kept, maintained and stored on any lot during a reasonable construction period.

19. That notwithstanding the foregoing restrictive covenants, LARRY W. BENTON and CECILIA A. BENTON, husband and wife, or their successors in title to any lot may maintain one (1) sales office on any lot in the subdivision until they have sold and conveyed title to all of the lots in the subdivision.

20. No individual water supply system shall be permitted on any lot.

21. No individual sewage disposal system shall be permitted on any lot, except that such a system shall be permitted until a sewage disposal system is installed in the subdivision and on condition that said system is designed, located and constructed in accordance with the rules and regulations of the Department of Natural Resources of the State of Missouri or its successor.

22. No fence of any kind shall be permitted on any lot closer to the front lot line than the rear wall of the dwelling on a lot, and in the event a lot has no dwelling, no fence shall be permitted on said lot.

23. No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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 case of a rounded property corner, from the intersection of the street property lines extended.

ARCHITECTURAL CONTROL

24. No excavation or construction shall be commenced on any lot nor shall any building, structure or improvement be erected, constructed, placed or altered on any lot until the plans and specifications therefor have been approved by LARRY W. BENTON. The person proposing to do any of the foregoing shall submit plans and specifications for the same to LARRY W. BENTON showing elevations, designs, floor plans, dimensions and other necessary data to enable him to determine if said improvement is compatible with these restrictions and the improvements on other lots in the subdivision. The approval of LARRY W. BENTON of said plans and specifications as required herein shall be in writing. In the event LARRY W. BENTON fails to approve or disapprove said plans and specifications within fifteen (15) days after receipt of the same, and in the event no suit to enjoin construction of said improvement has been commenced prior to the completion of the same, no approval of said plans and specifications shall be required.

25. In the event of the death of LARRY W. BENTON or his written refusal to perform the functions set forth in the preceding paragraph, CECILIA A. BENTON shall perform the functions set forth in the preceding paragraph. In the event of the death of CECILIA A. BENTON or her written refusal to perform the functions set forth in the preceding paragraph, the owners of all of the above-described lots shall elect a three (3) member Architectural Control Committee, with each lot owner having one (1) vote for each lot owned. The members of the Committee shall be elected with one member being elected for a term of one (1) year, one member for a term of two (2) years, and one member for a term of three (3) years, and then each year thereafter one member shall be elected annually on the first Monday in January to serve for a period of three (3) years. In the event of the death, resignation or disqualification of any member of the new Committee or any Committee thereafter, the owners of said lots shall call a special meeting to elect a

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

HOMEOWNERS' ASSOCIATION

26. LARRY W. BENTON and CECILIA A. BENTON shall on or before the 1st day of September, 1989 cause to be incorporated a not-for-profit corporation under the laws of the State of Missouri to be known as Shalimar Gardens Homeowners' Association, hereinafter called "Association". Each owner of a lot subject to these covenants shall be a member of the Association. The membership appurtenant to any lot may not be separated from ownership of the lot.

All members of the Association shall be entitled to one vote for each lot owned for the election of the Board of Directors. When more than one person holds an interest in any lot, all such persons shall be members and shall have one vote for such lot which shall be exercisable as the owners of the lot may determine but in no event shall more than one vote be cast with respect to any lot.

The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors initially appointed by LARRY W. BENTON and CECILIA A. BENTON, or the survivor of them. Thereafter the Directors shall be elected by the members of the Association. 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 elected so as to maintain a total membership on the Board of three (3). The 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 By-laws do not conflict with the provisions of these Covenants and in case of conflict the provisions of these Covenants shall control.

Each owner of a lot, with the exception of LARRY W. BENTON and CECILIA A. BENTON, by acceptance of a Deed, 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 annual assessments and additional special assessments to be fixed, established and

collected from time to time as hereinafter provided. The annual assessment and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment was imposed. LARRY W. BENTON and CECILIA A. BENTON and any lot owned by them or either of them, shall not be liable for any assessment except for an assessment on their personal home.

The annual and special assessments shall be used for the purpose of maintaining the roads and streets in the subdivision until the same are accepted for maintenance by the Boone County Commission, for the purpose of removing partially dismantled, non-operating, wrecked, junked or discarded vehicles, equipment and other personal property which are in violation of these Covenants and for the purpose of paying the expense of enforcing all of the other provisions of these covenants, including attorney fees and court costs incurred in enforcing these Covenants. In addition, at which time that LARRY W. BENTON and CECILIA A. BENTON convey to the Association title to the lake described in the next numbered paragraph below herein, said annual and special assessments shall be used for the purpose of controlling, operating and maintaining said lake and the real estate surrounding said lake conveyed to the Association in accordance with the provisions of the next numbered paragraph below herein.

The Association is hereby empowered to make and collect during each year from each owner of a lot an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Association as required for the purpose set forth in these Covenants.

If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the lot which shall bind such property in the hands of the owner, his or her heirs, devisees, personal representatives and assigns. The Association shall 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 his or her personal obligation and shall not pass to his or her successor in title unless expressly assumed by them.

If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency at the 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 nonuser or by nonuser of the benefits for which the assessment is imposed.

The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a 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 during the time he or she owned the property.

LAKE AREA

27. LARRY W. BENTON and CECILIA A. BENTON agree that as soon as they have sold and conveyed title to fifty (50) or more lots which are subject to the provisions of these Protective Covenants, they will convey to Shalimar Gardens Homeowners' Association, a not-for-profit corporation, title to the following described real estate including a lake to be hereafter constructed thereon, reserving such utility easements as reasonably required in connection with the development of the real estate which may be made subject to these covenants, to-wit:

A tract of land located in the NE 1/4 of Section 25, T49N, R 13W, Boone County, Missouri and being on the westerly side of Shalimar Gardens Block I as recorded in Book 11, Page 126, more particularly described as follows:

Beginning at the most westerly corner of Lot 33 Shalimar Gardens Block I as recorded in Book 11, Page 126; thence, following the lines of said Shalimar Gardens Block I, S 11 46'E, 173.4 feet; thence S44 30'E, 167.0 feet to a curve to the left having a radius of 124.25 feet; thence S32 29'W, along the chord of said curve, 56.0 feet; thence S19 28'W, 33.35 feet to the southwest corner of Lot 32 Shalimar Gardens Block I; thence, leaving the lines of Shalimar Gardens Block I, S89 28'W, 132.2 feet; thence N62 32'W, 130.0 feet; thence N2 32'W, 100.00 feet; thence N25 28'E, 50.0 feet; thence in a northeasterly direction to the shoreline of a lake to be hereafter constructed, then on and along the shoreline of said lake to the northernmost point of said lake and then on a direct line to the point of beginning, containing 2.8 acres, more or less (exact west boundary line including shoreline to be determined by LARRY W. BENTON and CECILIA A. BENTON and established by survey prior to conveyance of title).

The Association shall thereupon control, operate, maintain and retain title to said property for the use and benefit of the owners of all of the lots made subject to the provisions of these Covenants as a recreational area. The Association shall have the power to adopt, prescribe and enforce reasonable rules and regulations with respect to the use of the lake area by the lot owners. 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 lake area. The Association may not convey title to the lake area to any other entity or person without the prior written consent of the owners of not less than three-fourths (3/4) of the lots then subject to provisions of these Covenants.

ADDITIONAL LOTS

28. It is expressly understood and agreed that LARRY W. BENTON and CECILIA A. BENTON or their successors in title to the real estate described in the Deed recorded in Book 417, Page 23, Deed Records of Boone County, Missouri and the real estate described in the Deed recorded in Book 417, Page 24, Deed Records of Boone County, Missouri, may at any time hereafter by a written declaration recorded in the office of the Recorder of Deeds of Boone County make any platted lots located within the boundaries of the real estate described in said Deed subject to the provisions of these Covenants, and in such event each said

lot shall be subject to and be deemed a part of these Covenants and the owner of each said lot shall be bound by all of the restrictions contained herein and shall be entitled to all of the benefits contained herein, including the same right of all other lot owners to use the lake area described above herein.

MODIFICATION

29. These restrictions may at any time hereafter be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the lots then subject to these Covenants, except that said amendment, modification or abrogation shall preclude the owners of the real estate described in the Deed recorded in Book 417, Page 23, Deed Records of Boone County, Missouri and the Deed recorded in Book 417, Page 24, Deed Records of Boone County, Missouri from making lots located within the boundaries of said real estate subject to the provisions of these Covenants without the prior written consent of the owner or owners of said lot or lots.

ENFORCEMENT

30. The owner of any lot subject to these covenants may enforce these covenants and shall have the right to proceed in law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive. and shall have the right to proceed against the real estate to enforce any lien created by these Covenants, and these remedies shall be in addition to the power of the Association to enforce these Covenants as set out above herein.

31. Invalidation of any one of these Covenants 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 17th day of February, 1987.

OWNERS:
LARRY W. BENTON
CECILIA A. BENTON
LEON A. POWELL
MADELINE F. POWELL

STATE OF MISSOURI)
)
COUNTY OF BOONE)

On this 17th day of February, 1987, before me personally appeared LARRY W. BENTON and CECILIA A. BENTON, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

L. DALE PERKINS, Notary Public

My commission expires:
4-29-87

STATE OF MISSOURI)
)
COUNTY OF BOONE)

On this 17th day of February, 1987, before me personally appeared LEON A. POWELL and MADELIN F. POWELL, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

L. DALE PERKINS, Notary Public

My commission expires:
4-29-87

MORTGAGEE’S CONSENT TO PROTECTIVE COVENANTS

The undersigned, Century State Bank, being the holder of the Note secured by a Deed of Trust on a part of the above described real estate recorded in Book 549, Page 589, Deed of Trust Records of Boone County, Missouri, does hereby consent and agree to the foregoing Protective Covenants and does hereby subordinate said Deed of Trust to said Protective Covenants.

Dated this 17th day of February, 1987.

CENTURY STATE BANK
By: DON SINGLETON, President

ATTEST:
JEROME C. SINQUEFIELD, Secretary

STATE OF MISSOURI)
)
COUNTY OF BOONE)

On this 17th day of February, 1987, before me personally appeared DON SINGLETON, to me known , who, being by me duly sworn, did say that he is the President of Century State 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 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.

Linda D. GlasXXXX, Notary Public

My commission expires:
January 25, 1988