

PROTECTIVE COVENANTS OF SHALIMAR

GARDENS BLOCK V

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned own the following described real estate situated in Boone County, Missouri, to-wit:

Lots Ninety-nine (99), One Hundred (100), One Hundred Fifty-eight (158), One Hundred Fifty-nine (159) and One Hundred Sixty (160) and Lots One Hundred Sixty-three (163) through One Hundred Sixty-seven (167), both inclusive, of Shalimar Gardens Block V as shown by plat recorded in Plat Book 37, Page 112, Deed Records of Boone County, Missouri.

WHEREAS, the undersigned desire to place the restrictions contained herein upon all of the above described lots for our own benefit and for the benefit of all future owners of said lots in said subdivision; and

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

NOW, THEREFORE, the undersigned do hereby impose the restrictions hereinafter set out on all of the above described lots, being Lots Ninety-nine (99), One Hundred (100), One Hundred Fifty-eight (158), One Hundred Fifty-nine (159) and One Hundred Sixty (160) and Lots One Hundred Sixty-three (163) through One Hundred Sixty-seven (167), both inclusive, of Shalimar Gardens Block V, as shown by plat recorded in Plat Book 37, Page 112, 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 successors and assigns forever:

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 three (3) cars.

2. That each said lot shall be subject to all of the provisions of paragraphs 2 through 31 of the Amended Protective Covenants of a part of Shalimar Gardens, Block I, recorded in Book

616, Page 531, Deed Records of Boone County, Missouri as amended by the First Modification of Amended Protective Covenants of a part of Shalimar Gardens, Block I, recorded in Book 729, Page 712, Deed Records of Boone County, Missouri (with the provisions of both of said documents being herein collectively referred to as the Protective Covenants), and each said lot and the owners of each said lot shall be subject to, be bound by and be deemed a part of said Protective Covenants and each said lot and the owner of each said lot shall be subject to the Architectural Control provisions contained in said Protective Covenants, and the owners of each said lot shall have the right to vote at the election of the members of the Architectural Control Committee referred to in the Protective Covenants, and the owner of each said lot shall be a member of the Homeowners' Association with all of the rights and subject to all of the obligations as a member of the Homeowners' Association as specified in said Protective Covenants, including the same right of all other owners of lots subject to said Protective Covenants to use the lake area described therein, and each said lot and the owners of each said lot shall be subject to assessment by the Homeowners' Association and each said lot and the owners of each said lot shall be bound by all of the provisions contained in said Protective Covenants regarding the Homeowners' Association and the undersigned do hereby elect pursuant to the provisions of paragraph 28 of the Amended Protective Covenants of a part of Shalimar Gardens, Block I, Book 616, Page 531, Deed Records of Boone County, Missouri, to make all of the above described lots subject to said Protective Covenants the same as if described therein at the time that said Protective Covenants were executed.

3. This agreement shall be binding upon the undersigned and our heirs, personal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 16th day of December, 2003.

OWNERS:

LARRY W. BENTON

CECILIA A. BENTON

BOONE COUNTY MO DEC 17 2003

STATE OF MISSOURI)
)
COUNTY OF BOONE)

On this 16th day of December, 2003, before me personally appeared LARRY W. BENTON and CECILIA A. BENTON, known to me 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.

E. Lynn Huss
Notary Public

My commission expires:

2-10-2005

**E. Lynn Huss
Notary Public-Notary Seal
State of Missouri
County of Boone
My Commission Expires Feb. 10, 2005**