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**COVENANTS AND RESTRICTIONS AFFECTING  
OAK KNOLLS SOUTH, SECOND ADDITION  
GREENE COUNTY, MISSOURI**

The undersigned being the owner of all of the hereinafter described property, does hereby create, impose, and place upon all of the lots in OAK KNOLLS SOUTH, SECOND ADDITION, a subdivision in Greene County, Missouri, the following reservations, conditions and covenants, any and all of which are hereby termed "restrictions"; all of said restrictions are made jointly and severally for the benefit of and shall be binding upon the present title holders to said lands, as well as all other persons, firms, or corporations, who may from time to time own, hold, lease, rent or purchase said lands, or any part thereof, and their respective heirs, assigns, and successors, said restrictions to operate as covenants running with said lands into whomsoever hands or ownership it or any part of it shall come; and same are hereby made and declared to be easements and cross easements in fee and annexed to said lands, and this shall be so even if said restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof; said restrictions shall be construed independently and in the event that any of them should be declared void and for any reason unenforceable, the validity and binding effect of any other of said restrictions shall not be thereby impaired or affected; said restrictions shall not be so construed that the waiver or failure to enforce any breach of any restrictions shall be considered as waiving the necessity for the observance or the right of enforcement of any subsequent breach of the same or other of said restrictions; said restrictions shall be enforceable by injunction, mandamus or other proceedings at law or in equity against any present or future party or parties

*mail to Greene Co Planning zoning*

infringing, violating, attempting to infringe or violate, or omitting to abide by said restrictions, and in addition thereto any present or future owner or owners, occupant or occupants, of said lands or any part thereof, may pursue enforcement and may recover damages for the breach, infringement or violation of any such restrictions:

1. No lot shall be used except for residential purposes. Not more than one (1) dwelling house shall be constructed on any one lot and each dwelling house shall be designed for and used as the residence for only one (1) family, provided that the necessary garages, carports, and other appurtenances may be constructed to be used in connection with said dwelling house; and provided further, that no garage or carport shall be constructed unless it is attached to the dwelling and of sufficient size to accommodate two (2) or more standard size automobiles.

2. No building, fence or wall shall be erected, placed or altered on any lot until the construction plans, elevation drawings, specifications and a plot plan showing the location of the structure have been approved by either JAMES N. WESTON, GLENNA M. WESTON, or a designated representative, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to building setback lines, topography and finish grade elevations.

3. No dwelling, including porches or paved terraces, or any other building, shall be erected closer than the building setback line as shown on the recorded plat of the aforesaid subdivision. On each lot there shall be a rear yard having a depth of not less than twenty-five (25) feet on which no building shall be erected and no structure shall be erected, except a commercially constructed and installed fence, after approval as provided in paragraph 2 above.

4. Trees may not be cut or removed without approval of JAMES N. WESTON, GLENNA M. WESTON, or a designated representative.

5. No old house or other building shall be moved and placed upon any lot.

6. No structure of a temporary character, trailer, basement, tent, shack garage, barn, dog house, dog pen or other outbuilding shall be used on any lot at any time either temporarily or permanently; provided that this prohibition shall not apply to temporary facilities employed by a contractor during residential construction thereon which are not used for living purposes.

7. No noxious, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.

8. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of OAK KNOLLS SOUTH, SECOND ADDITION, a subdivision in Greene County, Missouri.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.

10. No signs, banners, or flags of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No basketball goal shall be placed on the front or side of any residence, garage, or carport. Neither shall any basketball goal be placed or erected at any place in front or side yard. Basketball goals may be erected only in the back yard directly behind the dwelling.

12. No truck larger than a pickup truck shall be permitted to remain in the subdivision longer than the necessary time required for the loading and unloading of its cargo. All trucks must be kept in the garage at night.

13. The lawns and yards of all lots in this subdivision shall be maintained in a neat and clean conditions with the grass being properly mowed at all times.

14. There shall be no incinerators, barrels, trash, litter or debris kept on any lot at any time.

15. The doors of all garages shall be kept closed at all times except when necessary for ingress or egress.

16. No radio towers or antennas either for receiving or transmitting, shall be erected on any lot or on the exterior of any house in said subdivision. No television antenna or TV receiving dishes or disks shall be erected or located in any lot or on the exterior of any house.

17. Recreational vehicles (travel trailers, campers, motor homes, boats, boat trailers, etc.) may be housed or located only in rear yards (not front or side yards), but then only if the same are enclosed within an approved commercially constructed and installed fence.

18. Cars, motorcycles, or any other type of motorized vehicle not previously mentioned in these restrictive covenants, may be parked only on paved driveways. No such motorized vehicle may be parked, either temporarily or permanently, in the side yard between houses.

19. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years, unless a majority of the then owners of the lots covered by these restrictions shall execute and record a revocation or an amendment in whole or in part of these restrictive covenants.

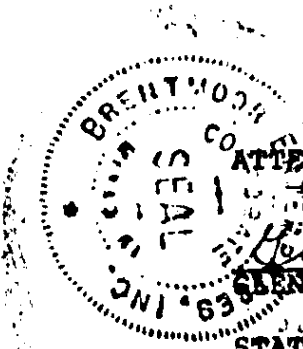
20. Within the first twenty-five (25) years after recording, these restrictive covenants may be modified or amended, in whole or in part, only by a proper instrument in writing duly signed by the owners of at least sixty per cent

(60%) of the lots in said subdivision, with the same setting forth the changes and amendments and being acknowledged and duly recorded.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its President and attested by its Secretary, and the corporate seal to be hereunto affixed, this 3rd day of May, 1989.

BRENTMOOR ENTERPRISES, INCORPORATED

BY: James N. Weston  
JAMES N. WESTON, President



ATTEST:  
Glenna M. Weston  
GLENNA M. WESTON, Secretary

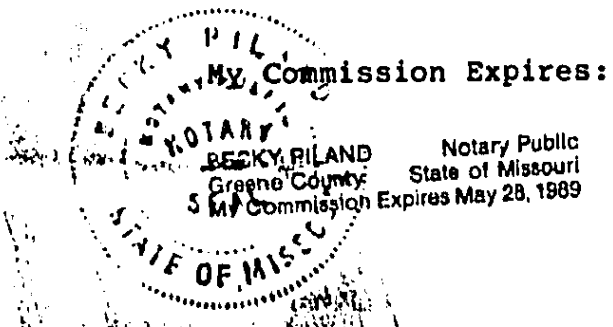
STATE OF MISSOURI )  
  ) ss.  
COUNTY OF GREENE )

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STATE OF MISSOURI  
MAY 17 9 54 AM '89  
RUSSELL H. KELLER  
RECORDER

On this 3rd day of May, 1989, before me personally appeared, JAMES N. WESTON, to me personally known, who being duly sworn, did say that he is President of BRENTMOOR ENTERPRISES, INCORPORATED, that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said JAMES N. WESTON 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 Springfield, Missouri, the day and year first above written.

Becky Piland  
Notary Public



STATE OF MISSOURI )  
COUNTY OF GREENE ) ss. IN THE RECORDER'S OFFICE  
I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that the within instrument of writing was on the 12 day of May A.D. 1989 at 9 o'clock 54 minutes P.M. duly filed for record, and is recorded in the records of this office, in Book 2056 Page 1032  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 12 day of May A.D. 1989  
RUSSELL H. KELLER, Recorder  
-5- Dorrie Sutt Deputy