

Document Title: Restrictions
new info
Document Date: March 29, 2005
Grantors' Name: Beaver Properties, Inc.
Grantees' Name: Green Diamond Estates
Address of Grantee: 212 Quail Ridge Ct. Union, MO 63084
Legal Description: Lots 1-9 of Green Diamond Estates
Reference No.: Plat recorded in Doc. # 2005-1941

GREEN DIAMOND ESTATES
RESTRICTIONS

WHEREAS, the undersigned is the owner of the following described real property situated in the County of Phelps, and State of Missouri, to wit:

1 Lots 1 through 9 of Green Diamond Estates, a subdivision in the South ¼ of the Northwest Quarter of Section 16, Township 38 North, Range 7 West of the 5th P.M., Phelps County, Missouri

Subject to easements, conditions, and restrictions of record, if any.

NOW THEREFORE, the undersigned does hereby create and adopt for its own use and benefit and for the use and benefit of the future owners of all or part of the above described property, their heirs, successors and assigns, the following restrictions:

1. No building or structure shall be located nearer than thirty-five (35) feet from a road or street, nor shall any buildings or structures be located nearer than twenty (20) feet to any side or rear property line.
2. The within property shall be limited to residential purposes, but a business that can be operated from inside a dwelling house may be conducted on a lot. No tract or lot shall be used for more than one single family residence.
3. No outdoor toilets shall be placed or erected in the within premises. Each residence constructed therein shall contain at least one water flush toilet. The contents from any toilet, bath, shower, lavatory, sink and washing machine shall be discharged into a private septic or treatment tank constructed in accordance with plans approved by the Missouri State Board of Health.
4. No trash, rubbish, garbage or other refuse may be thrown or dumped on the property within. The same must be kept in sanitary containers or incinerators.
5. No junk cars, trucks or other vehicles that are unlicensed and in inoperable condition shall be kept or maintained on the within property.

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6. A strip of ground of uniform width of twenty (20) feet along the front of each tract hereafter sold, and twenty (20) feet on each side of the side property lines, and also within twenty (20) feet of the rear property lines are hereby reserved for the installation of and maintenance of utilities, including water, sewers, electric, telephone and gas. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities.

7. Homes must contain 1050 square feet minimum on the main floor. Only modular homes and site built homes shall be permitted. No singlewide or doublewides are allowed.

8. No animal or animals shall be kept on the within property for commercial breeding purposes, and under no circumstances shall geese, swine, goats, chickens or other animals creating a nuisance be kept on said property. All dogs, cats and household pets shall be kept in an enclosure to prevent them from running at large upon other lots in the subdivision.

9. The undersigned does hereby appoint, BEN OVERSCHMIDT and GLEN OVERSCHMIDT, Trustees. The Trustees are given the power to institute a suite in a court of competent jurisdiction to enforce these covenants and restrictions and to collect court costs and attorney's fees. The Trustees shall serve until they resign, die or sell their tract or lot of land located in the within described property and the remaining owners shall then appoint Successor Trustees by a majority vote of the then property owners. These covenants and restrictions shall run with the land and shall be binding upon persona and all parties claiming under them for a period of twenty-five (25) years from the date this declaration is recorded, unless at any time three-fourths ($\frac{3}{4}$) of the then tract or parcel owners sign an instrument to be recorded agreeing to revoke or change these restrictions in whole or in part. So long as the undersigned owns any of the above described property, the written consent of the undersigned must also be obtained to change or amend this declaration. For the purpose of this paragraph, an owner shall have one vote for each lot then owned.

10. If the owner or owners of any of said lots on said property or his, hers or their heirs and assigns, violate or attempt to violate any of the conditions, limitations and restrictions herein contained, it shall be lawful for any of the persons owning any lots in said portion of said property to prevent and prosecute any person at law or in equity so violating or attempting to violate any of the conditions, limitations and restrictions herein set forth and to prevent, terminate or restrain such violation or attempt to violate the conditions, restrictions and limitations herein contained.

11. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

12. The undersigned do hereby grant utility easements to the Electric Company and Telephone Company within the described roads for utility purposes.

SIG COO
NOTARY