

DECLARATION OF COVENANTS AND CONDITIONS FOR
STONEGATE

A SUBDIVISION IN LAWRENCE COUNTY, MISSOURI

WHEREAS, The undersigned, Rick and Barbie Beard, dba Beard Farms, being the owners of certain real estate located in Lawrence County, Missouri, which has been platted as StoneGate, a subdivision in Lawrence County, Missouri, and has caused the land to be subdivided in the manner represented on said plat, which is filed for record in Book 371 at page 317 in the office of Recorder of Deeds for Lawrence County, Missouri, and the streets shown thereon are hereby dedicated to the public; and

WHEREAS, It is the desire of Beard Farms to impose covenants and restrictions on such real estate, which are to run with the land and which shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date hereof, and which shall automatically extend for periods of ten years thereafter, unless modified or terminated in writing, by the owners of a majority of the lots in said subdivision, which said modification or termination shall be filed in the office of the Recorder of Deeds for Lawrence County, Missouri, on or before the beginning of each successive 10 - year period;

NOW, THEREFORE, Beard Farms hereby imposes the following restrictions, covenants and conditions upon the subdivision referred to above:

1. **SINGLE FAMILY DWELLING:** No lot shall be used for any purpose except the construction of one single family residential dwelling.
2. **PLAN APPROVAL:** No house, building, or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of structure(s) have been approved by developers as to the workmanship and materials and harmony of exterior design with existing structures and as to location with respect to topography and finish grade elevation. The set of plans and specifications submitted to developers shall be retained for their use.
3. **MINIMUM SIZE:** Minimum square footage of one story or split level residences shall be 1500 square feet, excluding porches, basements or garages. Any two story residence shall contain a minimum of 1000 square feet on the ground floor plus 600 square feet on the second floor, both exclusive of garage, porch or basement.
4. **ATTACHED GARAGE:** An attached garage for not less than two (2) nor more than three (3) cars shall be required with minimum inside dimensions of 20' x 21'.
5. **ROOF PITCH AND LINE:** Roof pitch shall be 7 and 12 or greater. Each house shall have a minimum of two roof lines, one offset from the other at least two (2) feet, or perpendicular to the other creating an offset on the front of the house of at least four (4) feet.
6. **HOUSE ORIENTATION:** Houses shall set square with and face the street (except on designated cul-de-sac and corner lots). The closest point from house to curb shall be fifty (50) feet. Set back from side street and side lot lines shall be a minimum of fifty (50) feet.
7. **CONSTRUCTION PERIOD:** A maximum of six (6) months will be allowed for a construction of any dwelling from start to completion. Any extension must be approved by developers.

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8. **OUTBUILDINGS:** Outbuildings will only be permitted behind dwellings and must be one story and conform to scheme of the subdivision. Outbuildings shall be a minimum of fifty (50) feet from back property line or side line. Only two buildings will be allowed per lot and the building plans must be approved by developers prior to construction.
9. **FENCES:** Only fences of wood or woven wire material may be constructed in the subdivision, and no fence will be allowed from the front of the lot to the front of the house. In no case shall a fence be allowed to impede the natural flow of surface water.
10. **VEHICLE PARKING:** Curbside parking shall not be allowed. No automobile, truck or piece of machinery may be left in excess of one week in the subdivision with one or more tires removed, or in any inoperable condition. No storing of any type of machinery, truck or automobile is permitted in excess of one week unless in an enclosed garage. No truck or vehicle other than a pickup truck or nine passenger van shall be permitted to remain in the subdivision longer than time required for loading and unloading its cargo. No one is permitted to drive across any ditch at any time.
11. **ANIMALS:** Only one farm animal is allowed per acre. One farm animal is exclusively defined as one horse, one cow or one sheep. No other type of farm animals are allowed. Common household pets are allowed provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance to anyone residing in the subdivision.
12. **GENERAL CONDUCT:** No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which is or may become a nuisance to the neighborhood.
13. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot in area, one sign of not more than five square feet advertising the property for sale or rent, or signs by developers to advertise the subdivision or signs used by a builder to advertise the property during construction and sale.
14. **BOATS AND CAMPERS:** No Boats, campers or motor homes shall be parked in front of or beside any structure unless not visible from the street.
15. **SWIMMING POOLS:** All swimming pool bath houses and shelter for filter equipment will be allowed as long as they are in harmony with the architecture of the residence.
16. **FIREWOOD:** All firewood shall be stored behind the dwelling or in the garage.
17. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporary or permanently, to include, without limitation, mobile homes, manufactured housing or motor homes.
18. **LOT APPEARANCE:** All lots, including grass and shrubbery thereon, shall be maintained in a tidy and attractive condition, and no trash, junk or litter shall be allowed to accumulate or scatter. In the event that any lot is not so maintained, the developers may maintain said lot or lots. Any and all expenses incurred by the developers shall be borne by the lot owner who shall pay all expenses incurred on demand.

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- 19. SATELLITE DISHES: Any satellite dishes or similar electronic equipment shall be located in the rear yard and should not be visible from the street.
- 20. EXISTING SPRINGS: No damming or impeding the flow of any springs will be allowed. Reworking of existing pond banks or the enlargement of existing ponds is allowed if neither effect the adjoining property.
- 21. AMENDMENTS: These restrictions may be amended by developers until a minimum of 90% of the lots have been conveyed to individual lot owners and thereafter such right of amendment is vested in the majority of the individual lot owners, and the said amendments shall be prepared in form suitable to the Lawrence County Recorder of Deeds and shall be filed in the Office of the Recorder of Deeds in Lawrence County, Missouri.
- 22. REMEDIES: The developers and each person to whom the benefit of this declaration inures, may proceed at law or in equity to prevent the occurrence or continuation of any violation of any provision of the declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including but not limited to attorney's fees.

STONEGATE

BY: *Rick Beard*
RICK BEARD

BY: *Barbie Beard*
BARBIE BEARD

SUBSCRIBED AND SWORN TO before me this 20th day of January, 1998, in my office in Lawrence County, Missouri.

Patti J. McBricker
NOTARY PUBLIC

PATTI J. McBRICK
NOTARY PUBLIC STATE OF MISSOURI
LAWRENCE COUNTY
COMMISSION EXPIRES DEC. 31, 1998