

2003L14243

R.E.C. FEE: 35.00  
PAGES: 5

BOOK 0363 PAGE 4182

CHRISTIAN COUNTY, MISSOURI, IN THE  
RECORDERS OFFICE  
ROY MEADOWS, RECORDER OF  
SAID COUNTY, DO HEREBY CERTIFY THAT  
THE WITHIN INSTRUMENT OF WRITING  
WAS, ON 07-03-2003 AT 9:52 AM  
DULY FILED FOR RECORD AND IS  
RECORDED IN THE RECORDS OF THIS  
OFFICE. IN BOOK 363 AT PAGE  
4182 IN TESTIMONY WHEREOF, I HAVE  
HEREUNTO SET MY HAND AND AFFIXED MY  
OFFICIAL SEAL AT OZARK, MO., ON  
THIS DATE: 07-03-2003  
ROY MEADOWS, RECORDER  
DEPUTY

  
(SPACE ABOVE RESERVED FOR RECORDER OF DEEDS CERTIFICATION)

TITLE OF DOCUMENT: *Declaration of Restrictions*

DATE OF DOCUMENTS: *7-3-03*

GRANTOR(S): *Barrington Springs*

GRANTEE:

MAILING ADDRESS: *3302 N. Bobwhite Ozark Mo. 65721*

LEGAL DESCRIPTION:

REFERENCE BOOK AND PAGE: *Book H Page 100*

(IF THERE IS NOT SUFFICIENT SPACE ON THIS PAGE FOR THE  
INFORMATION REQUIRED, STATE THE PAGE REFERENCE WHERE IT IS  
CONTAINED WITHIN THE DOCUMENT)

BOOK 0363 PAGE 4183

## BARRINGTON SPRINGS SUBDIVISION

### DECLARATION OF RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth, by BARNES, INC., a Missouri Corporation, hereinafter referred to as Developer.

WHEREAS, Developer is now the owner of certain property in Christian County, Missouri, the plat of which was recorded in the Office of the Recorder of Deeds for Christian County, Missouri, on the 3<sup>rd</sup> day of July, 2003, in Plat Book H at Page 100, under the plat name of BARRINGTON SPRINGS SUBDIVISION.

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. There shall not be more than one single family dwelling unit erected on any one lot in said subdivision. The amount of fully enclosed floor area may vary without restriction so long as the construction meets the other requirements of these restrictions, is permanent in nature, is in harmony with the development or with the other improvements erected on other lots, and is approved by the Developer. Guidelines the Developer may use are as follows: No such single family dwelling shall exceed two (2) stories in height, exclusive of basement, and a garage for not more than three (3) cars. No one (1) story dwelling shall be permitted on any lot unless it shall have a minimum of 1800 square feet of living area (exclusive of garages, open porches, carports, terraces, and basements). No dwelling of two (2) stories shall be permitted on any lot unless it shall have a minimum of 1,300 square feet of living area on the first floor (exclusive of garages, open porches, carports, terraces, and basements) and 2,000 square feet of living area in total. At a minimum the front and sides of a dwelling, must be brick, stone or stucco. All front yards must be sodded. All such garages shall be fully enclosed and attached. All driveways shall be constructed of concrete or asphalt. All roofs shall be architectural shingles or better. (No three tab shingles allowed.) Mailboxes shall be of the same design and construction. At the election of the developer: 1.) All mailboxes shall be of masonry construction that matches the dwelling or 2.) All mailboxes shall be of metal construction that matches street lamp poles.
2. No vehicle of any type or other obstruction shall be parked or placed on any street in the subdivision.
3. No modular homes or log homes shall be erected on any lot. No structure of a temporary character, including tents, trailers, mobile homes, motor homes, house trailers, building, or outbuildings, shall be installed, erected, built or moved onto any lot in said subdivision for

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use as a dwelling house or for residential purposes, nor for any purpose in said subdivision. No boats, trailer campers, camper bodies or inoperable motor vehicles shall be allowed to remain in front or side of or on the street or in the front yard of any lot in said subdivision. However, outbuildings incident and necessary to the residential use of said dwellings may be constructed on said lots, so long as the same are not associated with commercial or business activity. Any outbuilding of any kind shall be of the same exterior as the dwelling and must be kept in the back or rear of the dwelling on said lot.

4. No business or industrial enterprises, including commercial feeding or raising of animals, pets or poultry, shall be allowed or conducted on any lot in said subdivision provided however, normally recognized household pets may be kept on said lots in said subdivision so long as they do not cause a nuisance or annoyance to the neighborhood.
5. All building plans for structures and other improvements, to include outbuildings and fences to be erected in said subdivision shall first be approved in writing by the Developer prior to the commencement of construction; provided, however, that in the event the Developer no longer owns any lots in said subdivision, then the plans for such building construction shall be approved by a majority vote of the BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. Board of Directors. In any event, no chain-link fences are allowed, wooden privacy fences must be at least five (5) feet high but no more than seven (7) feet high, and no fence of any type shall be allowed in front of the home, or constructed to interfere with utility maintenance.
6. Each home erected in said subdivision shall be connected to the City of Ozark sewer systems. No septic tanks are permitted in said subdivision. The BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. shall have the authority to enforce sewer connection as hereinafter described, and said Association shall have the right to convey said facility to another continuing authority, to include any required conveyance to regional or municipal treatment facility.
7. Each home erected in said subdivision shall be connected to the Ozark Water System. No private wells are permitted in said subdivision.
8. No lot in said subdivision shall be used as a dumping ground for rubbish or trash. Trash, garbage and waste shall be kept in sanitary containers. Each occupant in said subdivision shall be required to contract with a licensed waste hauler for weekly removal of all solid waste, trash, or garbage generated by said occupant. All lots shall be well kept and free of grass and weeds in excess of twelve inches in height.
9. No lot may be subdivided, and only one single family dwelling may be erected on any lot.
10. All construction in said subdivision shall be accomplished in accordance with the planning and zoning, building and other applicable sections of The Ozark City Code.

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11. No soil may be removed from said subdivision without prior written consent of Developer.
12. No signs, billboards, or advertising devices of any kind (except those customarily used in the sale of property or those used for occasional garage sales) shall be placed upon any lot or dwelling constructed on the property, except as otherwise allowed by Ozark City Code.
13. No swings, playground equipment, clotheslines, or other similar structures may be placed in the front of the dwelling, but must be kept in the back or rear of the dwelling on said lot.
  - Above-ground swimming pools are specifically prohibited.
14. These restrictions may be amended by the Developer until one hundred (100) percent of the lots have been conveyed to individual lot owners and thereafter such right of amendment is vested in a majority vote of the Board of Directors of BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC., and the said amendments shall be prepared in a form suitable for filing and shall be filed in the office of the Recorder of Deeds of Christian County, Missouri.
15. Membership in said Association shall be mandatory and no owner of any lot in said subdivision shall have the right to relinquish or terminate his membership in said Association.
16. The Developer, the BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. and each person to whose benefits this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
17. Each grantee or purchaser of any lot shall by acceptance of a deed conveying title thereto or the executing of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration to the jurisdiction, rights, powers, privileges and immunities of the Developer. By such acceptance, such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees, and/or lessors covenant, consent and agree to and with the Developer and grantees or purchasers of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.
18. Assessments for common area maintenance and operating expenses shall be made in accordance with the Bylaws of said BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. Failure to pay such assessments in accordance with said Bylaw shall constitute a lien against any lot upon which such assessment is unpaid in favor of the BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC.

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19. The covenants and restrictions of this Declaration shall run with and bind the land and be binding upon all parties claiming interest in the land until January 1, 2010, after which the same shall be automatically extended for successive periods of ten (10) years each unless revoked upon the same conditions as amendments as described in paragraph 11 hereof.

IN WITNESS WHEREOF, the undersigned Developer has hereunto caused these presents to be signed this 21<sup>st</sup> day of June, 2003.

BARNES, INC.

By: Larry Barnes  
Larry Barnes, President

ATTEST:

Larry Barnes  
Larry Barnes, Secretary

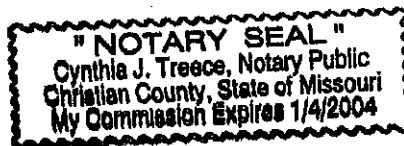
STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF CHRISTIAN )

On this 21<sup>st</sup> day of June, 2003, before me appeared LARRY BARNES, to me personally known, who being by me duly sworn did say: That he is the President of BARNES, INC., a corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said LARRY BARNES 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 in my office in Ozark, Missouri, the day and year first above written.

Cynthia J. Treece  
Notary Public

My commission expires:



DNA/Restrictions/BarrSprg-Dec-Rstr

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2005L11025

REC. FEE: 36.00

PAGES: 5

CHRISTIAN COUNTY, MISSOURI, IN THE  
RECORDERS OFFICE  
ROY MEADOWS, RECORDER OF  
SAID COUNTY, DO HEREBY CERTIFY THAT  
THE WITHIN INSTRUMENT OF WRITING  
WAS, ON 06-03-2005 AT 3:33 PM  
DULY FILED FOR RECORD AND IS  
RECORDED IN THE RECORDS OF THIS  
OFFICE. IN BOOK 393 AT PAGE  
4217 IN TESTIMONY WHEREOF, I HAVE  
HEREUNTO SET MY HAND AND AFFIXED MY  
OFFICIAL SEAL AT OZARK, MO., ON  
THIS DATE: 06-03-2005  
ROY MEADOWS, RECORDER  
*[Signature]* DEPUTY

(SPACE ABOVE RESERVED FOR RECORDER OF DEEDS CERTIFICATION)

Amendment To  
TITLE OF DOCUMENT: *Barrington Springs Sub.*  
*Declaration of Restrictions*

DATE OF DOCUMENTS: *6-3-05*

GRANTOR(S): *Barrington Springs Sub.*

GRANTEE:

*Larry Barnes*  
MAILING ADDRESS: *202 Cave Spring Dr Ozark Mo 65721*

LEGAL DESCRIPTION: *Barrington Springs Sub.*  
*recorded in book H page 100*

REFERENCE BOOK AND PAGE:  
*363-4182*

(IF THERE IS NOT SUFFICIENT SPACE ON THIS PAGE FOR THE  
INFORMATION REQUIRED, STATE THE PAGE REFERENCE WHERE IT IS  
CONTAINED WITHIN THE DOCUMENT)

BOOK 0393 PAGE 4218

**AMENDMENT TO  
BARRINGTON SPRINGS SUBDIVISION  
DECLARATION OF RESTRICTIONS**

THIS DECLARATION made on the date hereinafter set forth, by BARNES, INC., a Missouri Corporation, hereinafter referred to as Developer.

WHEREAS, Developer is now the owner of certain property in Christian County, Missouri, the plat of which was recorded in the Office of the recorder of Deeds for Christian County, Missouri, on the 7<sup>th</sup> day of April, 2007, in Plat Book H at Page 100, under the plat name of BARRINGTON SPRINGS SUBDIVISION.

NOW, THEREFORE, Developer hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. There shall not be more than one single family dwelling unit erected on any one lot in said subdivision. The amount of fully enclosed floor area may vary without restriction so long as the construction meets the other requirements, is permanent in nature, is in harmony with the development or with other improvements erected on other lots, and is approved by the Developer. Guidelines the Developer may use are as follows: No such single family dwelling shall exceed two (2) stories in height, exclusive of basement, and a garage for not more than three (3) cars. No one (1) story dwelling shall be permitted on any lot unless it has a minimum of 1800 square feet of living area (exclusive of garage, open porches, carports, terraces, and basements). No dwelling of two (2) stories shall be permitted on any lot unless it has a minimum of 1300 square feet of living area on the first floor (exclusive of garage, open porches, carports, terraces, and basements) and 2,000 square feet of living area in total. At a minimum the front and sides of a dwelling, must be brick stone or stucco. All front yards must be sodded. All such garages shall be fully enclosed and attached. All driveways shall be constructed of concrete or asphalt. All roofs shall be architectural shingles or better. (No three tab shingles allowed.) Mailboxes shall be of the same design and construction. At the election of the developer: 1.) All mailboxes shall be of metal construction that matches street lamp poles.
2. No vehicle of any type or other obstruction shall be parked or placed on any street in the subdivision.
3. No modular homes or log homes shall be erected on any lot. No structures of a temporary character, including tents, trailers, mobile homes, house trailers, building, or outbuilding, shall be installed, erected, built or move onto any lot in said subdivision for

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Use as a dwelling house or for residential purposes, nor for any purpose in said subdivision. No boats, trailer campers, camper bodies or inoperable motor vehicles shall be allowed to remain in front or side of or on the street or in the front yard of any lot in said subdivision. However, outbuildings incident and necessary to the residential use of said dwelling may be constructed on said lots, so long as the same are not associated with commercial or business activity. Any outbuilding of any kind shall be of the same exterior as the dwelling and must be kept in the back or rear of the dwelling on said lot.

4. No business or industrial enterprise, including commercial feeding or raising of animals, pets or poultry, shall be allowed or conducted on any lot in said subdivision provided however; normally recognized household pets may be kept on said lots in subdivision so long as they do not cause a nuisance or annoyance to the neighborhood.
5. All building plans for structures and other improvements, including outbuildings and fences to be erected in said subdivision shall first be approved in writing by the Developer prior to the commencement of construction; provided, however, that in the event the Developer no longer owns any lots in said subdivision, then the plans for such building construction shall be approved by a majority vote of the BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. Board of Directors. In any event, no chain link fences are allowed, wooden privacy fences must be at least four (4) feet high but no more than six (6) feet high, and no fence of any type shall be allowed in front of the home, or constructed to interfere with utility maintenance. No fence or structures shall be allowed in the dedicated drainage and common area easement.
6. Each home erected in said subdivision shall be connected to the City of Ozark sewer systems. No septic tanks are permitted in said subdivision. THE BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. shall have the authority to enforce sewer connection as hereinafter described, and said association shall have the right to convey said facility to another continuing authority, to include and required conveyance to regional or municipal treatment facility.
7. Each home erected in said subdivision shall be connected to the Ozark Water System. No private wells are permitted in said subdivision.
8. No lot in said subdivision shall be used as a dumping ground for rubbish or trash. Trash, garbage and waste shall be kept in sanitary containers. Each occupant in said subdivision shall be required to contract with a licensed waste hauler for weekly removal of all solid waste, trash, or garbage generated by said occupant. All lots shall be well kept and free of grass weeds in excess of twelve inches in height.
9. No lot may be subdivided, and only one single family may dwelling may be erected on any lot.
10. All construction in said subdivision shall be accomplished in accordance with the planning and zoning, building and other applicable sections of The Ozark City Code.



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11. No soil may be removed from said subdivision without prior written consent of Developer.
12. No signs, billboards, or advertising devices of any kind (except those customarily used in the sale of property or those used for occasional garage sales ) shall be placed upon any lot or dwelling constructed on the property, except as otherwise allowed be Ozark City Code.
13. No swings, playground equipment, clotheslines, or other similar structures may be placed in the front of the dwelling, but must be kept in the back or rear of the dwelling on said lot. Above-ground swimming pools are specifically prohibited.
14. These restrictions may be amended by the Developer until one hundred (100) percent of the lots have been conveyed to individual lot owners and thereafter such right of amendment is vested in a majority vote of the Board of Directors of BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC., and the said amendments shall be prepared in a form suitable for filing and shall be filed in the office of the recorder of Deeds of Christian County, Missouri. Any amendment concerning drainage easements, utility easements, detention basins, common areas and/or the maintenance thereof must be approved by the City of Ozark.
15. Membership in said Association shall be mandatory and no owner of any lot in said subdivision shall have the right to relinquish or terminate his membership in said Association.
16. The Developer, the BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. and each person to whose benefits this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
17. Each grantee or purchaser of any lot shall be acceptance of a deed conveying title thereto or the executing of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration to the jurisdiction, rights, powers, privileges and immunities of the Developer. By such acceptance, such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees, and/or leasers covenant, consent and agree to and with the Developer and grantees or purchasers of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this declaration
18. Assessment for common area and detention area maintenance and operating expenses shall be made in accordance with the Bylaws of said BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC. Failure to pay such assessments in accordance with said Bylaw shall constitute a lien against any lot upon which such assessment is unpaid in favor of the BARRINGTON SPRINGS HOMEOWNERS ASSOCIATION, INC.

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19. The covenants and restrictions of this Declaration shall run with and bind the land and be binding upon all parties claiming interest I the land until January 1, 2010, after which the same shall be automatically extended for successive periods of ten (10) years each unless revoked upon the same conditions and amendments as described in paragraph 11 hereof.

IN WITNESS WHEREOF, the undersigned Developer has hereunto caused these presents to be signed this 3<sup>rd</sup> day of June, 2005.

BARNES, INC.

By: Larry Barnes  
Larry Barnes, President

ATTEST:

Larry Barnes  
Larry Barnes, Secretary

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF CHRISTIAN    )

On this 3<sup>rd</sup> day of June, 2005, before me appeared LARRY BARNES, to me personally known, who being by me duly sworn did say: that he is the President of BARNES, INC., a corporation of the State of Missouri, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said LARRY BARNES 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 in my office in Ozark, Missouri, the day and year first above written.

Paula Roller  
Notary Public

My commission expires:

