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DEBBIE DUNNEGAN, RECORDER

JEFFERSON COUNTY, MO

PAGES 7

RECORDING FEE 42.90



**NINTH AMENDED COVENANTS AND RESTRICTIONS COVERING
LOTS IN BRIARWOOD ESTATES SUBDIVISION**

Whereas, The Briarwood Action Association, Inc. as Grantee did receive from Paul N. Shy and Mary Shy, his wife as Grantors all rights, power and privileges said grantor possessed at execution and filing and recordation of "Covenants and Restrictions Covering Lots in Briarwood Estates Subdivision", all of said property being located in Jefferson County, Missouri and

Whereas, the following restrictions shall be subject to proper enforcement clauses. Deeds to all lots in said subdivision shall be subject to the following covenants and restrictions which shall run with the land and bind all subsequent owners until January 1, 2032 after which time said covenants and restrictions shall be automatically extended for successive periods often (10) years.

This amended covenants and restrictions supersedes and replaces those covenants and restrictions previously filed May 20, 1977, Book 578 Page 733; August 1, 1977, Book 584 Page 686; December 5, 1983, Book 736 Page 355; November 19, 1993, Book 597 Page 2296; February 13, 1998, Book 817 Page 0002; document 040050469, dated 31 August 2004, page 5; document 2009R-035928, dated 28 August 2009; and document 2021R-012408, dated March 22, 2021 of the records of the Recorder of Deeds, Jefferson County, Missouri.

**SECTION I
GOVERNING BODY**

The governing body of Briarwood Estates Subdivision shall be the Executive Board of the Briarwood Action Association, Inc, said board consisting of the President, Vice President, Secretary, Treasurer, and six at large Executive Board Members. The Executive Board shall also be officers of the Briarwood Action Association, Inc. a Missouri Corporation which has been established for the property owners and lot owners of Briarwood Estates Subdivision to protect the investment of the property owners and lot owners; to complete the development of the subdivision; complete and maintain the roads; to improve the general well being of the subdivision and to enforce the covenants and restrictions regarding Briarwood Estates Subdivision. In the event said corporation shall be dissolved or forfeited, those persons elected to serve as the Executive Board of Briarwood Action Association, Inc. shall automatically be deemed as trustees for the Briarwood Estates Subdivision, and shall continue to serve in that capacity until the next regularly scheduled election, which shall be conducted as set forth in these

restrictions regardless of the continued operation of Briarwood Action Association, Inc.

SECTION II
RESTRICTIONS RELATING TO ALL LOTS

A. All lots in said subdivision shall be used for residence purposes only, and no business of any nature shall be permitted, maintained or conducted thereon. Only one (1) residence shall be placed or kept on any lot, and such residence shall not be designed, converted or used for more than one (1) family. No clubs, fraternities or organization of any nature may own, use or operate from any building in said subdivision.

B. No signs of any nature, business or otherwise, except normal Realty signs on houses for sale (no lots). Any deviations must be approved by the Architectural Committee.

C. Said premises shall not be used to house or maintain cattle, horses, mules, hogs, sheep, goats or poultry, however house pets are permitted, but not over four (4) house pets will be permitted.

D. Said premises shall not be used for any unlawful purpose, or for any purpose that would injure the reputation of the neighborhood. Nor shall any noxious, offensive or odiferous substances be permitted on any lot.

E. There shall be no hunting, and the discharge of firearms within the subdivision is hereby specifically prohibited.

F. All buildings made uninhabitable, through fire or other causes, shall be razed by the owner thereof within 90 days of such destruction, or the Briarwood Action Association, Inc. shall be authorized to do so and bill the cost thereof to owner without filing suit or legal procedure to establish said lien. These costs shall become a lien against the property if unpaid after thirty (30) days have elapsed since they were incurred.

G. No road shall be built over any existing lot to connect adjoining property or roads without specific written approval of the Briarwood Action Association, Inc.

H. Campers and motorhomes shall be stored within the boundary of the owner's property. Property shall have a residency upon it prior to storage of camper or motorhome. No camping shall be permitted within Briarwood Estates.

I. Swimming pools and gas tanks must be behind the county set back line and parallel or behind the residence on the lot.

J. No street (dusk to dawn) lights shall be installed without written permission of all affected property owners. Affected properties would include, but are not limited to all adjoining lots, lots across the street and all adjacent lots across the street. Prior to operation of any street lighting, all signatures must be presented to the Board for approval of operation. Any complaints about unapproved street lights must be reported within the first ninety (90) days of operation of any street light.

K. Adjoining lots may be re-platted as one lot, and assessed as one lot, when it is surveyed as

one continuous parcel of land with no common ground, roads or other properties, owned by other parties. The survey and legal description are to be recorded with the Jefferson County Recorder of Deed's Office. A copy of the survey and legal description with the Recorder of Deed's stamp, including the book and page number, is provided to Briarwood Action Association Board for notification of assessment change to one lot. The fee change will be effective in the next calendar year assessment.

L. All solar panels must be located on the home.

SECTION III RESTRICTIONS RELATION TO BUILDING AND CONSTRUCTION

A. There shall be no restrictions as to the cost of any residence, complete plans and specifications must be submitted for approval of the Architectural Committee and said plans and specifications must be approved before building operations are started.

B. Every residence shall front toward the front end of the lot, the main body thereof shall not be closer than 25 feet from the front of the lot, nor shall any building be closer than 10 feet from the side lines of said lot, and shall comply with Jefferson County building codes. If any individual owns more than one adjoining lot, he may elect to consider all of his property as one lot.

C. Any outbuildings (sheds) must be submitted, by the homeowner, for approval by the Architectural Committee. Garages shall be attached to or built in as part of the residence with one exception: Homeowners, with more than one lot which have been re-platted into a single lot and recorded with the Jefferson County Recorder, must submit plans for approval to the Architectural Committee for a detached garage. Detached garages must be made of the same materials and sided to match the house. No metal sheds or garages will be allowed.

Detached sheds may not exceed two hundred (200) square feet. No metal sheds will be allowed. Sheds must be behind the front of the home and at least ten (10) feet off the property lines. Size, type and location must be submitted to the Architectural Committee for approval.

D. No residence shall be partly or wholly covered with tarpaper or canvas, and no tent houses or shacks shall be on said lot. No unpainted wood houses shall be on said lot unless of log or imitation log construction. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected upon said lot unless built of solid or permanent material. There shall be no block foundation or block buildings. No auto trailers or mobile home, motor home or recreational vehicle shall be allowed.

E. No storage tanks except propane tanks shall be allowed. These tanks shall be located above-ground in the rear of said lot no less than 15 feet from the property lines.

F. All toilets, baths, sinks, water system, sewers and drains shall be properly installed according to Jefferson County building code.

G. All fences must be approved by the Architectural Committee.

H. All driveway culverts must be approved by the Architectural committee, and all shall be designed to comply with standards set forth by same.

I. All buildings must be completed within nine (9) months from the time of the beginning of construction without specific written permission of the Architectural Committee.

J. All single-story residences must have a minimum floor area of sixteen hundred (1600) square feet of living area on the main floor, excluding porches, garage and basement. All multiple story residences must have a minimum first floor area of eleven hundred (1,100) square feet of living area, excluding porches, garage and basement with a minimum total of sixteen hundred (1600) square feet of living area for the residence, excluding porches, garage and basement. The front exterior of the residence must be covered with a minimum of 35% brick or stone materials.

K. All lots shall be kept reasonably free of noxious appearances and maintained in a reasonable neat manner.

L. No changing of grades on any lot without the written permission of the Architectural Committee.

SECTION IV SEWER AND WATER SYSTEM

A. A system for the treatment of sewage and provision of water within Briarwood Estates Subdivision shall be established and owned by Briarwood Action Association, Inc. until and unless conveyed by the corporation pursuant to the powers of the Executive Board. The Executive Board shall have the powers with regards to the sewerage system and water system as set forth in these restrictions, and in addition, shall have the powers deemed necessary for the establishment of licenses and permits by the Department of Natural Resources.

B. This restriction hereby imposes covenants on the land of each property owner, which assures the proper operation, maintenance and modernization of the sewage treatment facility and water facilities, including but not limited to the provisions hereunder. This shall occur at the completion of lot bulk sales activities.

C. Briarwood Action Association, Inc. shall have the power to regulate the use of the water facility and sewer treatment facility.

D. Briarwood Action Association, Inc. shall have the power to levy assessments on the property owners of Briarwood Estates Subdivision and enforce those assessments by liens on the properties of each owner.

E. Briarwood Action Association, Inc. shall have the power to convey the water and/or sewage treatment and water facilities to any authority as listed in 10 CSR 20-600101 (3) 03) 1-3.

F. Each homeowner in Briarwood Estates Subdivision shall be required to connect his/her home with these sewage treatment and water facilities and be bound by all rule governing said facilities.

G. The Executive Board of Briarwood Action Association, Inc. shall assess the amount to be levied each year for the sewer treatment and provision of water, and shall at their discretion designate the method for the calculation of said assessment, whether by volume of usage of water, volume of output of sewage; or by whatever method deemed reasonable by the Executive Board of Briarwood Action Association, Inc. All property owners of Briarwood Estates Subdivision will be informed of said water and sewer rates by notice mailed thirty (30) days prior to the annual meeting.

SECTION V BRIARWOOD ACTION ASSOCIATION, INC'S RIGHTS AND POWERS

A. The Briarwood Action Association, inc. shall have the power to make and publish rules and regulations governing the use of any or all facilities of any type used commonly by the lot owners, including lakes, beaches and parkways, and including regulations governing boats, their mooring and use, and the use of motors in said lakes. These regulations shall have the same force and effect as these covenants and restrictions and shall be enforced in the same manner. The lot owners, their families and their guests are licensed for the use and privilege of the lakes and all other common facilities of the subdivision, which privilege shall include boating, fishing, bathing, the use of beaches and the use of parkways, including mooring boats at designated areas, all subject to the rules and regulations made and published by the Briarwood Action Association, Inc. or its assigns.

B. Upon completion of construction of all parkways, walkways, roadways, dams or other commonly used facilities, including but not limited to any and all buildings situated on common areas, same shall be conveyed to the Briarwood Action Association, Inc. and thereafter same shall be subject to the provisions hereunder. This shall occur at the completion of lot bulk sales activities.

C. Titles to parkways, walkways, roadways, dams or other commonly used facilities shall be and remain in the Briarwood Action Association, Inc. subject to easement and appurtenances in the owners of the lots in said subdivision.

D. If the employment of an attorney shall become necessary for the interpretation or enforcement of the restrictions, or to protect the interest of lot owners, or to defend this agreement, disbursement from the general time, by the authority of the Briarwood Executive Board for the services shall be proper. Briarwood Action Association will be entitled to recover legal costs for successful legal actions brought against lot owners.

E. The Briarwood Action Association, Inc. reserves the right to grant easements and rights of way to any and all utilities, whether public or private, including the right to install poles.

F. Transmission lines, whether above or below the ground for all utilities, including but not limited to sewer, gas, water, electricity, lights, and telephone shall be within a distance of ten (10) feet from the side of each lot and fifteen (15) feet away from both sides of all rights of way. In addition, the Briarwood Action Association, Inc. or anyone else it gives permission or authority to, shall have the right and license to lay sewer pipes, gas pipes, water pipes, electricity and telephone lines, either above or below the ground, within the easement of any lot and shall have at all times the right of ingress and egress for the purpose of repairing and maintaining

same, together with the right to trim bushes or hedges for such purpose, however, dirt removed from any excavation shall be replaced in a neat condition.

G. Every lot owner of said subdivision shall be a member of the Briarwood Action Association, Inc. and shall agree to the membership covenant thereto including payment of an annual fee per lot owned for the maintenance of roads and common grounds and for the common good of Briarwood Estates Subdivision. The Briarwood Action Association, Inc. reserves the right to increase the annual dues in accordance with rising costs and needs. This annual fee is subject to increase by a two-thirds (2/3rds) vote of the Briarwood Action Association, Inc. Board of Directors. Any such dues not paid will become a lien against said property without filing suit or legal procedure to establish said lien after 30 days of due date. Said dues shall accrue a penalty of five percent (5%) plus the prime rate, as published in the Wall Street Journal for the first business day of January of the year the penalty is to be applied, per annum, which penalty may be collected the same as provided for due. Annual dues are assessed in January of the year following the year of purchase and are due in two (2) equal installments with the first one-half payable by March 1 and the second one-half due by July 1. Said penalty shall be assessed as of March 2nd and July 2nd respectively and shall compound annually from March 2nd and July 2nd. Lot owners not current with their assessments do not have the privilege of using the amenities of the subdivision.

Membership dues (Assessments) must be paid for a member to be considered in good standing and be allowed to vote.

H. All lot owners and contractors will be required to coordinate the connection of the utilities (Water & Sewer) with the Architectural Committee.

I. To the extent practicable, all references herein shall be subject to the settlement agreement entered into between the Briarwood Action Association, Inc. and the original grantors, Paul N. Shy and Mary Shy, his wife. In addition, said settlement agreement is hereby incorporated by reference and given binding power upon any or all transactions as well as to subsequent owners and their assigns, successors and transferees.

SECTION VI

METHODS OF MODIFYING OR AMENDING RESTRICTIONS

A. These restrictions may not be amended, removed, abrogated or modified, including the right to increase the burdens upon the land and the lot owners, without the approval of two-thirds (2/3rds) of all property owners voting in person or by proxy at an annual meeting or specially called meeting. Proxy votes of members are allowed and the process shall comply with RSMo 355.291. The Board of Briarwood Action Association may vote the returned proxies by appointing the President of Briarwood Action Association to vote as directed by the BAA Executive Committee. One vote shall be allotted per lot owner, regardless of the number of lots owned. All votes will be done in writing whether done prior to the meeting via mail or at the annual meeting itself.

The undersigned states that he has been duly authorized in his official capacity to execute these amendments on behalf of Briarwood Action Association, Inc.

Dated the 9th day of June 2023.

By: Joshua D. Brower
Joshua Brower, *President*
Briarwood Action Association, Inc.
* 1 Stonegate Drive
De Soto, MO 63020

STATE OF MISSOURI
COUNTY OF JEFFERSON

On this 9th day of June 2023, before me appeared Joshua Brower., to me personally known, who, being by me duly sworn, did say that he is the President of the Board of Briarwood Action Association, 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 Board of Directors 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 the County and State aforesaid, the day and year first above written.

My Commission Expires:

Karen J. Johnson
Notary Public

