

CONDITIONS, RESTRICTIONS, PROVISIONS, and TRUSTESHIP

FOR THE SUBDIVISION KNOWN AS

1978 DEC 14 11:19:46

DROVERS CROSSING, PLAT #1

ST. CHARLES COUNTY, MISSOURI

Walter J. [Signature]
RECORDER OF DEEDS

WHEREAS, Spencer Creek Development Corp., a Missouri Corporation of the County of St. Charles, State of Missouri, referred to hereafter as owners, are the owners of the following described property:

"Drovers Crossing, Plat #1": A Subdivision in the City of St. Peters, St. Charles County, Missouri, as per plat thereof recorded in Yearly Number 7369 on May 5, 1978, in the office of the St. Charles County Recorder of Deeds, in Plat Book Number 20, page 92-93, and such other Plats of Drovers Crossing as may hereafter be added to this indenture.

and

WHEREAS, it is the wish and desire of the undersigned owner of the said described property for the purpose of benefiting said property and for the benefits that will insure to said owners, their successors and assigns, and to all other persons who may purchase, hold or from time to time own any of the several lots covered by this instrument, to impose the following conditions, restrictions, provisions, and trusteeship. Such conditions, restrictions, provisions, and trusteeship hereby, imposed against all of the lots in Drovers Crossing, Plat #1, a Subdivision in St. Charles County, Missouri, as per plat thereof recorded in Plat Book 20, page 92-93 of the St. Charles County Records, are as follows:

1. Residential Use: All lots shall be known and described as residential lots. No structure shall be erected on any residential lot other than one detached single-family dwelling not to exceed two stories in height and a two car garage which must be attached to the dwelling either directly or by means of a breezeway.
2. Minimum Lot Size: No lot or lots shall be re-subdivided into building plots having less than 75 ft. at the building line nor shall any lot or lots be re-subdivided into building plots containing less than 9,000 sq. ft. of area, with the exception of Lot #92 which shall contain 8500 sq. ft.
3. Building Lines: No building shall be located on any residential lot nearer to the front line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 ft. to the front line or nearer than 15 ft. to any side street line. No building shall be located nearer than 6 ft. to an interior residential lot line, except that on corner residential lots, no structure of any kind shall be permitted in the rear between the building line and the street line. No dwelling shall be located on the interior residential lot nearer than 15 ft. to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.
4. Building Cost: No dwelling shall be permitted on any residential lot at a cost of less than \$50,000.00, excluding lot, based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, carports, and garage shall be not less than 1300 sq. ft. for a one-story dwelling, nor less than 1000 sq. ft. for a dwelling of more than one story.

5. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, provided, however, that Builder herein reserves the right to use and occupy one or more Lots for display houses to be built by the Builder in this Subdivision as display houses, as its sales and construction office during the development of this Subdivision, and until the last Lot in said Subdivision is improved and sold; and provided further that Builder reserves unto itself the right to amend the building lines on any Lot in said plat or plats to correct minor violations of said building lines which may have occurred during the construction of improvements on any such Lot in said Subdivision.

6. Fences: Partition fences on residential lots may be constructed ONLY of 3 rail, split rail style and wood material. All other fences are absolutely prohibited. Expressly forbidden are fences made of masonry or metal chainlink wire fences (also known as cyclone fences) placed on wood, metal posts. Dog runs or dog houses of any kind or nature are expressly forbidden. Solid wood fences built of new material and of a decorative character may be erected to a height of six (6) feet for the purpose of screening a patio or in-ground swimming pool, but in no instance can such fences project beyond either side line of the house. Front yard fences, decorative or otherwise, of any type are expressly prohibited unless specifically designed as part of the original building architecture.

7. Mail Boxes: One mail box only shall be installed in front of each home and on the side of the street as required by the U.S. Postal Service. Such box shall be Rural Ribbed black metal model 1-C, Manufactured by Steel City Corporation, Youngstown, Ohio, (available at Schneider's Hardware, St. Peters) or any comparable model, and mounted on a 4' x 4' post and crossbar, as displayed at Lot 139.

8. Plan Approval: No exterior stain or paint color shall be changed, and no fence or wall or other structure shall be erected, placed or altered in exterior on any residential Lot (except as are installed or approved by the Builder in connection with the initial construction of the dwellings and other improvements on the property) until the building plans, specifications and plot plan showing the location of the same shall have been approved in writing by the Trustees as to conformity of external design with existing structures in the tract, and as to location with respect to topography and finished ground elevation. The Trustees shall notify an applicant for such approval of its action within thirty (30) days after said plans and specifications have been submitted to it; or, in the event, if no suit to enjoin the making of such alteration has been commenced within thirty (30) days of the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

9. Swimming Pools: In-ground swimming pools of concrete or fiberglass are permitted. Above ground pools are expressly prohibited.

10. Roof Drainage: No downspouts or roof drainage water shall be connected to the sanitary sewer system.

11. Signs: No advertising signs, billboards, political candidate signs, garage sale notices, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health of or unreasonably disturb other residents, except that no more than one "For Sale" or "For Rent" sign of not more than five (5) square feet may be maintained on any Lot. No commercial activities of any kind whatever shall be conducted in any home or on any portion of any Lot. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Builder during the construction and sales period.

11. (a): All home occupations which invite business invitees on the premises, including but not limited to, beauty shops, offices of physicians, dentists, chiropractors, podiatrists, lawyers, accountants, and sales, are prohibited. Provided, however, the Builder shall have the right to maintain a sales office in the subdivision during the development of the subdivision.

12. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks, boats, campers, 2-wheel trailers or commercial vehicles be regularly parked in streets, driveways or yards in the Subdivision. The term "regularly parked" as used in these restrictions shall mean eight (8) hours during any consecutive seven (7) day period. The provisions of this paragraph shall not apply to trucks of workmen performing construction or repairs on any lot or residence in the subdivision within the hours of 6:00 A.M. to 6:00 P.M.

13. Storage: All clothes line equipment, garbage cans and wood piles shall be kept within the confines of each rear yard (behind and not beside each house) so as to conceal them from street view. All rubbish, trash and garbage shall be kept in sanitary containers and regularly removed from each Lot and shall not be allowed to accumulate thereon.

14. Awnings: Awnings and other additions, changes or improvements to the front of any building may be allowed only with the approval of the Trustees referred to herein.

15. Derricks: No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas or precious minerals shall be erected, maintained or permitted upon any Lot in said Subdivision. No oil drilling, oil development, oil operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot.

16. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised 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 purposes and not to exceed three (3) on any one Lot.

17. Antennae: No ham radio or other radio or television receiving or transmitting antennae or external apparatus of any type or kind shall be installed on any Lot or roof. Normal radio and television installations wholly within a building are permitted, except that CB radios are prohibited unless of the type designed not to interfere with any other radio, television or other electrical appliances.

18. Corner Lot Sight Lines: Hedge or shrub planting which obstructs sight lines of elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines; or in case of a rounded property corner, from the intersection of the street property lines, extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

19. Trustees: There shall be three Trustees whose rights, powers and privileges granted to them, and duties imposed upon them, are hereinafter described. The original Trustees appointed under the terms of this instrument are as follows, and their term of office is set opposite each Trustee's name:

<u>NAME</u>	<u>TERM OF OFFICE</u>
Terry Adams	July 1, 1979
Charles G. Adams	July 1, 1980
Robert W. Balcom	July 1, 1981

20. Successor Trustees: Successor Trustees shall hold office for a term of three years from the date of expiration of the term of the Trustees succeeded, or in the event of the resignation of a Trustee, or should a Trustee refuse to act, be unable to act, or be disqualified, then the term of the Successor Trustee shall be for the unexpired term of the Trustee succeeded. The original Trustees and all Successor Trustees shall serve without compensation. So long as the undersigned Owner is the record owner of a residential lot in said Drovers Crossing, Plat #1 or any successor plats, said undersigned Owner shall have the right to appoint all Successor Trustees. In the event the term of any Trustee should terminate through expiration of term, death, disability or resignation while the undersigned Owner is owner of any residential lot as set out above, then said undersigned Owner shall appoint a Successor Trustee. The foregoing right to appoint Successor Trustees shall terminate on June 15, 1983.

21. Election of Successor Trustees: Subject to the provisions of the preceding paragraph, upon the expiration of said respective terms, or should any of said Trustees, or any successors die or cease to reside in either the County of St. Louis or the County of St. Charles, or decline to act, or become incompetent by reason of sickness or expiration of term, or other cause, to discharge the duties or avail of or exercise the rights or powers hereby granted or bestowed on them as Trustees under this indenture, then and thereupon it shall be the duty of the survivor or remaining Trustees, within 30 days following the vacation of said office, to call a meeting of all the owners of said residential lots to be held at a convenient place, first giving them ten day's written or printed notice of the time and place of such meeting, the said notice to be served by any of the methods hereinafter provided for

in the giving notice of review and assessments. And such of the owners as attend said meeting shall select a chairman who, in turn, shall appoint tellers and proceed by vote or ballot to elect a successor or successors to fill such vacancy or vacancies the owners or owner of said residential lots being entitled to one vote for each full residential lot owned, which vote may be cast in person or by proxy; the form of the proxies shall be determined by the Trustees. And the persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, subject to all duties and restrictions by this indentured imposed, succeed to, be vested with and possess and enjoy with the remaining Trustee or Trustees all rights, interests, privileges and powers by this indenture granted to his or their predecessors, and such a selection (at a meeting to be called, organized and conducted in the manner aforesaid) shall be made as often as a vacancy, for any cause occurs until the expiration of this agreement. Should such survivor or remaining trustee or trustees refuse or neglect to call such meeting within 60 days after the occurrence of such vacancy, or should all the Trusteeship be vacant at the time, then such meetings may be called by the owner or owners of any five of said lots, who shall give like notice thereof served as aforesaid.

22. Trusts: All trusts created by this indenture, including therein all rights, powers, and privileges granted to and the duties imposed upon said trustees, shall vest in and insure to the benefit of, and may be fully exercised by the majority of them. And whenever the word "Trustee" occurs in this indenture, it shall be held and taken to include their successors. Each of said Trustees, and their successors duly elected or appointed, accepts the trusts upon conditions only that each of the Trustees shall be responsible for only his own wrongful acts, or willful default and not for other and others, and upon the further condition that no trustee hereunder shall ever be held personally liable for injury to person or property by reason of any act or acts of commission or of omission by such trustee, respectively or collectively. Any trustee may at any time resign as such Trustee by instrument in writing, signed and acknowledged by him and filed for record in the Recorder's Office in the County of St. Charles. Thereupon, his successor shall be elected or appointed as hereinbefore provided.

23. Improvements: Included in said subdivision is one border fence and wrought iron entry gate along Mexico Road. The Trustees are hereby authorized and directed to pay any real estate taxes assessed against said improvement, and are authorized to provide for the maintenance of such improvement. The Trustees shall have authority to pay any costs for the maintenance of these improvements which, in their judgement, shall be deemed necessary. The Trustees shall deposit all funds collected as hereinafter provided for, in a checking account in a Federally insured bank. All checks written against this account shall bear the signatures of two of the Trustees. The Trustees are authorized and directed to have a yearly audit made of their accounts. Said audit shall show the annual amount collected and also show how said funds were expended with a detailed list setting forth the amount of money spent for each specific purpose. The Trustees shall have authority to purchase insurance policies or bonds protecting them personally from any liability arising out of their rights and duties imposed herein and protecting them from any liability for injury to person or property by reason of any act or acts of commission or omission of such Trustees. The Trustees shall have power to enter into contract to accomplish any of the foregoing acts.

24. Assessments: Trustees, for the purpose aforesaid, either for actual expenses incurred or in anticipation thereof, and for administrative expenses are hereby authorized and directed to levy and assess against each residential lot owner in said Drovers Crossing, Plat #1 Subdivision. The levy and assessment on any residential lot shall be \$6.00 per annum. The foregoing \$6.00 annual assessment may be increased by the Trustees provided said increase is approved by the affirmative vote of two-thirds of the residential lot owners in Drovers Crossing Subdivision, present (either in person or by proxy) and voting at a meeting to be held at a convenient place upon 10 days' written or printed notice of the time and place of said meeting. The notice to be served by any of the methods hereinafter provided for in the giving of notice of levies and assessments. The lot owners who attend said meeting shall select a chairman, who, in turn, shall appoint tellers. The owner of said residential lots shall be entitled to one vote for each full residential lot owned, which vote may be cast in person or by proxy, the form of proxies to be determined by the trustees. The trustees shall have authority to decrease the annual assessment provided said decrease is approved by the affirmative vote of two-thirds of the residential lot owners in the entire Drovers Crossing Subdivision present (either in person or by proxy) and voting at a meeting to be held at a convenient place upon ten (10) days' written or printed notice of the time and place of said meeting. The notice is to be served by any of the methods hereinafter provided for in giving of levies and assessments. The lot owners who attend said meeting shall select a chairman, who, in turn, shall appoint tellers. The owner or owners of said residential lots shall be entitled to one vote for each full residential lot owned, which vote may be cast in person or

by proxy, the form of proxies to be determined by the Trustees. All residential lots shall be assessed equally and no residential lot shall be assessed more than any other residential lot. No residential lot shall be assessed until a residence has been built and occupied as a home, the assessments shall continue whether or not the residence is subsequently unoccupied.

25. Procedure: A written or printed notice signed by the Trustees or a majority of them, or having their names written or printed thereon with their authority stating the amount of money required for the foregoing assessments and the date when payment under the said notice shall be required to be made, shall be served upon each of said lot owners, either by delivered said notice to each owner personally or to his agent or by mailing the same to the usual post office address of such owner or owners, or posting the same upon any conspicuous place on such lot or by publication in a newspaper of general circulation in the County of St. Charles, said advertisement shall contain the names of all the Trustees printed thereon. Service in any one of said methods shall be sufficient. In event that the owner or owners of any lot or lots in this Subdivision shall fail or refuse to pay any sum to be paid under these Covenants of Restriction or any lawful assessment levied as hereinbefore or hereinafter provided for, with sixty (60) days after the same shall have become due and payable, then the said Trustees or their successors may at any time, within one year thereafter, obtain and have a lien against all real property in this Subdivision owned by such person or persons so failing to pay such sums or assessments, for the amount of such sum of the assessment then unpaid and due, provided that the Trustees shall record or cause to be recorded in the Office of the Recorder of Deeds, in the County of St. Charles and State of Missouri, a lien notice, provided, however, that no such lien notice or lien shall take priority over any mortgage or any Deed of Trust.

26. Liability: The owner of any lot at the time of such assessment, whether general or special shall also be personally liable to the Trustees for the payment thereof, together with interest, attorney's fees and costs.

27. Trust Lifetime: The trust and the Restrictions in this indenture set forth shall run with the land and shall be binding upon the Owner and Trustees and upon their successor and assigns for a period of 30 years from the date these covenants are recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each provided, however, that the owners of the majority of the lots of the entire Drovers Crossing, Flat #1 Subdivision may terminate the trusts or release all of the land hereby restricted from any one or more or all of the said restrictions at the end of the original term or any successive 15 year period thereafter, by executing and acknowledging an appropriate agreements in writing for such purposes and filing the same for record in St. Charles County, Missouri at least five (5) years prior to the expirations of the original term or of any fifteen (15) year period thereafter.

28. Redress: It is further provided, declared and agreed that if the Owner, their successors or assigns, or any of them hereafter owning any of the lots or parts of lots embraced in Drovers Crossing shall infringe or attempt to infringe or omit to perform any covenants as aforesaid, comply with any restriction which is by its provisions to be kept and performed by him or them, it shall be lawful for any person or persons owning any lot or lots embraced in said Drovers Crossing or for the said Trustees on behalf of and for the benefit of either themselves, or said owner or owners, as aforesaid, or for any or either of them, as Trustees of an express trust, to prosecute any proceedings at law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenants or restrictions to prevent it, them or him from doing so, and to recover damages for such infringements or omissions; the expense of the Trustees incurred in such proceedings shall be refunded to them out of any damage recovered or may be refunded or furnished to them out of any general fund or thereafter levied and collected by special assessments against the owners of lots in the same manner as heretofore provided. However, any special assessment shall not exceed the sum of \$25.00 per lot for any such proceeding. It is further declared and provided that while the covenants in this indenture shall be valid and binding and must be kept, observed and performed by any such owner or occupant of any lot or lots or any part of any lot embraced in such covenant or covenants, yet such covenants are not to be enforced personally against the owners, their successors or assigns unless they, while owning or occupying or controlling such lot or part of lots, shall have violated or failed to perform the covenant or covenants embracing such or part of lot.

The undersigned, being the owners of Lot 139, Drivers Crossing, as recorded in Book 819, Page 308, do consent to the imposition and application of the aforesaid restrictions to said Lot which shall be binding upon the undersigned and their successors to title to said Lot.

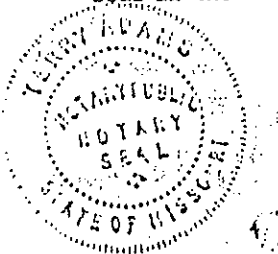
Gary M. Turner 30 Nov 78
Date

Patricia K. Turner 30 Nov. 78
Date

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 30th day of November, 1978, before me appeared Gary M. Turner and Patricia K. Turner, his wife, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.



Terry Adams

TERRY ADAMS
NOTARY PUBLIC-STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES FEB. 10, 1982

My Commission Expires:

STATE OF MISSOURI)ss.
County of St. Charles)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 14TH day of DEC. A.D., 1978 at 9:46 o'clock A. M. and is truly recorded in Book 825, Page 254. Witness my hand and official seal on the day and year aforesaid.

Charles Thompson Deputy

Recorder of Deeds Arthur A. Feigertoff

24893

COMPARED

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

DEC 14 1978

By Arthur A. Feigertoff

Time _____

END OF DOCUMENT

SPENCER CREEK AVE. Co.
P. O. Box 128
ST. PETERS, Mo. 63376 ✓