

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

327-6932

The real property which is subject to this Declaration is located in St. Charles County, Missouri, and is more particularly described as follows: Part of Section 8 & 9 Township 47 North, Range 1 East, St. Charles County, Missouri.

The equitable owner of the above described property is G.H.K. Association, A Joint Venture. G.H.K. Association propose to develop and subdivide the above described tract of land, and has designated that the name of thereof is Way Side Meadows and shall consist of tracts of at least three (3) acres numbered 1 through 6 inclusive as said tracts or lots are marked and designated on the Plat thereof recorded in Plat Book _____, at Page _____ of the St. Charles County Recorder's Office.

G.H.K. Association, owners of the above described property, for the purpose of promoting and benefiting Way Side Meadows, and for the benefit that will inure to the said owner, its successors and assigns, and to all other persons who may hold or may own, from time to time, any of the following several lots included with Way Side Meadows, by this instrument do impose the following covenants, conditions and restrictions for Wayside Meadows, to-wit:

1. The street and roadway, namely Abby-Kate Lane, as shown and designated on the Plat of Way Side Meadows, is hereby dedicated for the perpetual use as street and roadway, and for the private use and benefit of the property owners of Way Side Meadows, said streets and roadways and any and all common ground will be maintained by G.H.K. Association, until the formation of Way Side Meadows Improvement Association in accordance with Paragraph 19 below.

2. All building lines and easements as shown and designated and indicated on the Plat of Way Side Meadows, are hereby established.

3. All the streets and roadways, together with their roundings at intersections, and all easements shown on the Plat of Way Side Meadows, are hereby designated as utility easements, and are hereby dedicated for non-exclusive use by any utility company (including cable television for service to any lot with Way Side Meadows. Such non-exclusive utility easements may be used for the installation, use, maintenance, repairs and replacements for service to the lots of Way Side Meadows, along, over and under said easements, and subject to the provisions set out herein.

4. No lot shall be used other than for single family residential purposes, and only one (1) such residence shall be permitted on any platted lot in accordance with St. Charles County zoning. No building shall be erected, altered, placed or permitted on any lot more than two (2) stories or twenty-eight (28) feet in height. Only accessory structures customarily used as private garages or storage spaces shall be permitted. In the event the owner of the property desires to have horses or ponies (as hereinafter limited by the provisions of the Declaration) the facility for such horses or ponies may be permitted, but such building shall be constructed only after written approval of the location and plans and specifications thereof by the Architectural Control Committee.

5. No building, fence, or other structure shall be erected, placed upon or altered on any lot until the written construction plans and specifications (including a Plat of the lot showing the location thereon of the proposed structure) shall be submitted to and thereafter approved by the Architectural Control Committee. In making its decision as to whether or not approval should be granted, the Architectural Control Committee shall consider the quality of materials and workmanship, the harmony of the external design with existing structures on the lot and within the subdivision, compliance with restrictions and conditions and covenants of these Declarations, and compliance with Federal, State and County laws, regulations and ordinances including environmental, health, and zoning regulations. All plans and specifications must be submitted in duplicate and shall be considered by the Architectural Control Committee within thirty (30) days after submission. Once a copy of the plans and specifications shall be returned marked approved or disapproved with the signatures of at least two (2) members of the Architectural Control Committee. The Architectural Control Committee shall have the power and authority to permit deviations from these restrictions so long as such deviations are in harmony with the development of Way Side Meadows.

6. The Architectural Control Committee is hereby composed of the following persons: Edward Huncker, Adelaide Huncker and Melvin Kammerer. The Architectural Control Committee may designate an additional member or members to the Committee. The Architectural Control Committee is hereby established and its purpose shall be to act with reasonable and responsible discretion to enforce these declarations so as to maintain Way Side Meadows, as a desirable single family residential community.

7. Dwelling Size:

a. One Story Dwellings: The ground floor area of the main structure of a one story dwelling, exclusive of open porches, breezeways, and attached garages, shall be not less than Twelve Hundred (1200) square feet:

b. Two-Story or Story and a Half Dwellings: The total floor area of the main structure of a two-story or story and a half dwelling, exclusive of open porches, breezeways, and attached garages, shall be not less than Sixteen Hundred (1600) square feet, and there shall be a minimum of One Thousand (1000) square feet on the ground floor.

c. Split Level or Split Foyer Dwellings: Split level or split foyer dwellings, exclusive of open porches, breezeways, and attached garages, shall have a minimum of Eighteen Hundred (1800) square feet of actual living area floor space.

8. All buildings erected shall be constructed with a concrete foundation and a shingled roof. No roll tarpaper, asphalt shingles, or asbestos shingles shall be used on any exterior wall.

Initial construction of any dwelling shall be completed within 18 months after approval of the plans and specifications by the Architectural Control Committee. However, the Architectural Control Committee may grant extensions thereof due to unavoidable conditions such as strikes, weather, or acts of God.

No basement erected or maintained on any lot shall be used temporarily or permanently as a place of residence.

9. No building shall be located on any lot closer to the street line than a minimum building set back line as shown on the recorded Plat of said subdivision.

10. No building or lot shall be used for any purpose prohibited by law, regulation or ordinance.

11. No automobiles shall be parked in open view upon any lot unless said vehicles are licensed and the repair of motor vehicles (even licensed motor vehicles) in open view is hereby prohibited, provided however, after a residence is occupied, a licensed travel trailer, a licensed motor home, or other licensed similar recreational vehicle, may be parked on a lot in an unobtrusive location.

12. No noxious or offensive trade or activity shall be carried on upon any lot or upon the drives or easements, nor shall anything be done thereon which is or becomes an annoyance or nuisance to the neighborhood.

13. The sewage system is to be supplied by private, individual sewage systems, furnished by the owner. St. Charles County Building Department requires that a percolation test be conducted on the soil, by a professional engineer, before a building permit is issued. The engineer will furnish the owner a system design, which will be approved and inspected by the building department. This system shall meet all applicable county regulations in effect at that time. Priority of the sewage disposal system location will dictate the house location on each lot.

The sewage system required will be determined by the percolation test and could include a National Sanitation Foundation, Class One system and could include filtration, chlorination and possibly dechlorination, depending on the percolation test and tract conditions.

The cost of the private sewage system could be from \$4,000.00 to \$6,000.00, including the percolation test, and could require the removal of some trees.

14. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste material, and all rubbish, trash, garbage or other waste material shall not be kept except in sanitary containers. Incinerators and other equipment for the disposal of household waste products shall be in accordance with all Federal, State and County regulations.

No lot owner shall cause or permit the accumulation of refuse of any character on any lot, whether improved or vacant, or the storage or parking of derelict automobiles or derelict vehicles of any kind or parts thereof.

15. No person shall be permitted to live or reside on any lot in Way Side Meadows in a garage, outbuilding, tenet or other structure not designated as a residence. A residence shall conform to all of the conditions and provisions set out in the Declaration and the requirements of St. Charles County before it is occupied.

16. No livestock, fish, poultry, rabbits or animals of any kind shall be raised or bred or kept upon any lot for any commercial purpose without the consent of the Board of Trustees of Way Side Meadows. Usual household pets may be kept so long as they are properly restrained on the owner's property and do not become a nuisance in the neighborhood. Usual household pets are dogs and cats, but fish and birds that are kept permanently within the main residence shall also be included as household pets.

Each lot owner may have one (1) horse or pony per acre in the lot, but such horses or ponies shall be kept in a manner that they do not become a nuisance to neighbors.

17. No residence, accessory building or any portion of any lot in Way Side Meadows, shall be used as a boarding house, nursing home, rooming house or clubhouse, or group home, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial activity of whatsoever kind or nature.

18. No sign of any kind shall be displayed on any lot in Way Side Meadows, except one (1) sign of not more than five (5) square feet and only for advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

19. A Board of Trustees is hereby created to promote the general health, safety and welfare of Way Side Meadows, by drafting reasonable regulations for compliance with these Declarations, and to establish safe and reasonable use of the drives within the development. The following persons are hereby appointed as original Trustees: Edward Huncker, Adelaide Huncker and Melvin Kannmerer to hold office until all of the lots of Way Side Meadows Plat One and 50% of the Lots of Way Side Meadows Plat Two have been sold. Within sixty (60) days after 50% of lots in Wayside Meadows Plat Two have been sold by G.H.K. Association, the Board of Trustees shall call a meeting of all lot owners by depositing a notice thereof by regular mail to the last known address of each lot owner for a meeting to be held at a location designated in St. Charles County for the purpose of holding an organizational meeting to establish Way Side Meadows Improvement Association. After said improvement association is formed, the Board of Trustees shall resign, and the duties of the Board of Trustees shall be turned over to the Board of Directors of Way Side Meadows as selected by the Way Side Meadows Improvement Association. The members of the Architectural Control Committee shall also resign and their duties shall be turned over to the new Architectural Control Committee appointed by the Board of Directors of Way Side Meadows.

Each lot designated on the Plat of Way Side Meadows Plats One and Two or any resubdivision shall receive one (1) vote in the affairs of Way Side Meadows Improvement Association, and a majority of the votes one (1) more than one-half ($\frac{1}{2}$) shall control the affairs of Way Side Meadows Improvement Association.

In addition to assuming the duties of the Architectural Control Committee and of the Board of Trustees, it shall be the duty of Way Side Meadows Improvement Association, to establish yearly assessments for the maintenance, repair, improvement and snow removal of the roadways designated on the Plat of Way Side Meadows. Way Side Meadows Improvement Association, is also empowered to file liens upon any lot whose owner fails to pay any assessments within ninety (90) days after such assessments are deemed due and payable.

20. Prior to incorporation of the not for profit corporation, Way Side Meadows Improvement Association, and in the event of the death or resignation of any member or member of the Architectural Control Committee or the Board of Trustees the remaining member or members of said Committee or Board shall designate a successor or successors to act as such Committee member or Board member. No member of the Architectural Control Committee or the Board of Trustees shall receive compensation for their services.

21. The Architectural Control Committee and the Board of Trustees shall have the right to enter upon any lot and inspect any condition or any construction to ascertain that such condition or construction conforms with the plans and specifications approved by the Architectural Control Committee or the requirements of these Declarations.

22. The covenants, conditions and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties hereto, and any persons owning lots within Way Side Meadows and any and all persons or parties claiming by or through them for a period of five (5) years from the date this Declaration is recorded. Thereafter, these Declarations shall automatically be extended for successive periods of five (5) years unless an instrument signed by at least the owners of 60% lots within Way Side Meadows, is recorded indicating the change or modification in these Declarations.

23. The invalidation of any one of the provisions of the Declaration by judgment, administrative ruling or other Court action shall in no way effect any of the other provisions of the Declaration, but the same shall remain in full force and effect and be binding on all parties hereto.

IN WITNESS WHEREOF, Edward Huncker, has caused this Declaration of Covenants, Conditions and Restrictions to be executed this _____ day of _____, 1990.

Edward Huncker

Edward Huncker
Please Print Name

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

On this _____ day of _____, 1990, before me personally appeared Edward Huncker, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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 writtern.