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**COMBINED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR WEST WOOD TRAILS**

THIS DECLARATION is made as of the 11<sup>TH</sup> day of JUNE, 2000, by the lot Owners of West Wood Trails Subdivision.

**WITNESSETH:**

WHEREAS, Weldon S. Snowden and Hilda M. Snowden and Victor E. Faron and Marjorie R. Faron, ("Developers") established West Wood Trails Subdivision, subject to the conditions, reservations, restrictions and protective covenants set forth in an instrument dated August 1st, 1978 and filed for record in Book 810 on Pages 1243 to 1247 in the office of the Recorder of Deeds, St. Charles, Missouri.

WHEREAS, the Developers established "West Wood Trails Plat Two" subject to the declaration of covenants and restrictions as set forth in an instrument dated February 10th, 1981 and filed for record in Book 895, Page 293 in the Office of the Recorder of Deeds, St. Charles, Missouri.

WHEREAS, Richard C. Gunter established "West Wood Trails Plat Three" subject to the declaration of covenants and restrictions as set forth in an instrument dated May 27th, 1986, and filed in Book 1087, Page 1424 in the Office of the Recorder of Deeds, St. Charles, Missouri.

WHEREAS, the Developers established "West Wood Trails Plat Four," "West Wood Trails Plat Five," and "West Wood Trails Plat Six," subject to the covenants, conditions and restrictions as set forth in an instrument dated February 10th, 1981, filed in Book 895, Page 293, in the Office of the Recorder of Deeds, St. Charles, Missouri. Plats Two, Four, Five and Six are also known as the "Unified Plats."

NOW, THE TRUSTEES, hereby join in consent, that the Lots and any parts thereof, 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 Lots and be binding on all parties having any right, title or interest in and to any part of or interest in the lots and shall inure to the benefit of each owner thereof and their respective heirs, legatees, personal representatives, successors and assigns.

## DEFINITIONS

1. "Assessment year" shall be the calendar year.
2. "Association" shall mean and refer to the West Wood Trails Homeowners Association, a Missouri Not For Profit Corporation, its successors and assigns. Unless otherwise specified herein, when an action is required or authorized to be taken by the "Association" it shall be read and interpreted as "the Association, acting through the Board of Directors."
3. "Common Area" or "Common Areas" shall mean and refer to those areas of land within the Subdivision (defined below) which are now or hereafter conveyed to the Association, together with the improvements thereon, which are intended to be devoted to the common use and enjoyment of all Owners of Lots (defined herein) in the Subdivision. Such Common Area or Common Areas will be amended to include West Wood Trails Drive, Woods Creek Drive, Woods Creek Court, Big Cedar Drive, Big Cedar Court, Shallow Wood Court, Western Creek Court and any other roads in the Subdivision, upon acceptance by the Association, of a Deed by the Developers, in a form satisfactory to the Board of Directors of the Association.
4. "Declaration" shall mean this Combined and Restated Declaration of Covenants, Conditions and Restrictions for West Wood Trails, as it may be amended and/or supplemented from time to time.
5. "Directors" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
6. "Dwelling" or "Dwellings" shall mean and refer to the single-family dwellings constructed or to be constructed upon the respective Lots (defined herein).
7. "Lot" or "Lots" shall mean or refer to the separately designated and numbered Lots shown on the Plats (defined herein), or the Unified Plats.
8. "Owner" or "Owners" shall mean or refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision (defined herein), including contract sellers, but excluding those having interest merely as security for the performance of an obligation. If a person or entity owns one (1) or more Lots, regardless of the manner in which said Lots were conveyed to said Owner, then for all purposes of this Declaration, including but not limited to voting and assessments, said person or entity shall be treated and considered as a discrete and distinct Owner of each Separate Lot. By way of example only, if an Owner owns Lots 2, 3, and 4 of the Subdivision such Owner would be entitled to three (3) votes on all matters hereunder which are to be voted on by the Lot Owners and would be assessed, and be required to pay, three (3) separate Assessments (one for each Lot), as applicable hereunder.

## DEFINITIONS (continued)

9. "Plat" shall mean and refer to West Wood Trails Plat 1 recorded in the Plat Book 20 Page 151, West Wood Trails Plat 2 recorded in Plat Book 21 Page 192, West Wood Trails Plat 3 recorded in Plat Book 25 Page 142, West Wood Trails Plat 4 recorded in Plat Book 28 Page 106, West Wood Trails Plat 5 recorded in Plat Book 30 Page 127, West Wood Trails Plat 6 recorded in Plat Book 32 Page 268 of the office of Recorded of Deeds for the County of St. Charles, Missouri.

10. "Subdivision" shall mean and refer to the Property, as shown on the Plat.

## MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership.** Every Owner of a lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separate from ownership of any Lot.
2. **Votes.** All Owners shall be entitled to one vote in the Association for each Lot owned by such Owner and in no event shall more than one vote in the Association be cast with respect to any Lot. If Owner consists of more than one person, the voting rights of such Owner shall be exercised as if the Owner consisted of only one person.
3. **Proxies.** At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy giver at a designated meeting or meetings, and be filed with the Directors of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the giver of the proxy of such proxy giver's Lot.
4. **Association Meetings.** Meetings of the Association shall be held at a location within the Subdivision or at such other place in St. Charles County, Missouri, as may be specified in the written notice of the meeting. The first annual meeting of the Owners shall be called by the Directors at such time as the Directors deem appropriate, but in any event no later than ninety (90) days after this Declaration takes effect. Thereafter the annual meeting of the Owners shall be held during the month of October at a date and time specified in the written notice of such meeting. Special meetings of the Association may be called by a majority of the Board of Directors or by Owners having at least one-third (1/3) of the votes in the Association. Written notice of the place, day and time of the annual meeting and all special meetings shall be delivered not less than ten (10) days before such meeting to all Owners and Directors. If sent by mail, notice shall be deemed delivered when deposited in the United States mail, with the postage thereon prepaid, addresses to the person or entity entitled to notice at his or her last address.

## MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION (continued)

5. Quorum. A quorum of Owners for any meeting of Owners shall consist of twenty-five percent (25%) of the total number of Owners, whether present in person or by written proxy submitted to the Directors at or before the meeting. Unless otherwise provided herein, the decision of a fifty one percent (51%) majority of the Lot Owners whether present in person or by written proxy submitted to the Directors at or before the meeting shall be valid as the act of the Association. If a quorum is not present at the beginning of any meeting of the Owners, another meeting of the Owners shall be called as provided above, and business may be conducted at said second meeting if at least a quorum of the Owners, whether present in person or by written proxy submitted to the Directors at or before the meeting is present at the start of such meeting of the Owners.

### BOARD OF DIRECTORS

1. Number and Term. The Board of Directors of the Association shall, except as otherwise provided herein, consist of five (5) persons, with each person being elected by a majority vote of Lot Owners whether present in person or by written proxy submitted to the Directors at or before the meeting. Except as otherwise provided herein, each Director shall hold office for the term of three years and until his successor shall be elected and qualified. The first Board of Directors appointed under the terms of this instrument until the first meeting are as follows: -

Robert Gould	Keith Pyatt
Bill Dickinson	Allen Rone
Don Roberts	Henry Knauper
Jay Brown	Dave Richardson

2. Election of Directors. Notwithstanding any provision of this Declaration to the contrary, elections of persons to the Board of Directors will be conducted during the annual meetings. Written notice of elections shall be included in the written notice of the annual meeting. Nominations will be accepted during the meeting and the nominee must be present to accept the nomination or he/she must provide a letter to the Directors prior to the meeting of his/her willingness to accept such nomination. Nominations may be accepted in writing provided that they include the signature of the nominee and are furnished to the Directors prior to the Annual Meeting.

3. Qualifications. Directors shall be elected from among the Owners and shall reside in the Subdivision. Except as otherwise provided herein, if a Director shall cease to meet such qualifications during his term, he shall immediately cease to be a Director and his place on the Board shall be deemed vacant.

4. Vacancies. Any vacancy occurring shall be filled by the remaining Directors, with the successor elected by the Owners at the next annual meeting of the Owners, or at a special meeting of Owners called for such purpose.

## BOARD OF DIRECTORS (continued)

5. Meetings. An annual meeting of the Directors shall be held within thirty (30) days of the meeting of the Owners and at a mutually agreed upon place. Special meetings of the Directors shall be held upon call by a Director on not less than forty-eight (48) hours notice in writing to each Director, delivered personally, by mail, by E-mail, by fax or by telegram. Any Director may waive notice of a meeting or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

6. Removal During Term. Any Director may be removed from office during his term by Owner(s) having two-thirds (2/3) of the votes in the Association whether present in person at a meeting or by written proxy submitted to the Directors.

7. Quorum. A majority of the number of Directors of the Association shall constitute a quorum for the transaction of business and the act of a majority of the Directors shall be the act of the Directors. In the absence of a quorum, a Director may successively adjourn the meeting from time to time, not to exceed thirty (30) days in the aggregate, until a quorum is obtained, and no notice other than an announcement at the meeting need be given of such adjournment.

8. Action Without Meetings. Any action which is required to or may be taken at a meeting of the Board of Directors may be taken without a meeting if consents in writing, setting forth the actions so taken are signed by a majority of the Directors. The consents shall have the same force and effect as a vote at a meeting duly held.

9. Compensation. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by all the Owners of Lots in the Subdivision.

10. Powers and Duties. The Subdivision and the affairs of the Association shall be managed by the Board of Directors of the Association. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law or this Declaration, to supervise and manage the affairs and activities of the Association. The Board of Directors may:

- a. administer the affairs of the Association and the Subdivision;
- b. formulate policies for maintenance, repair or replacement of the Subdivision Common Areas and their improvements, and obtain such services that provide for the public health, safety and welfare of the Subdivision as the directors may consider advisable;
- c. adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the Subdivision, Common Areas, and improvements, and to amend such rules and regulations from time to time;

## BOARD OF DIRECTORS (continued)

- d. provide for the maintenance, management, operation, repair and replacement of the Common Areas, Subdivision and improvements, including, without limitation, mowing, landscaping, planting, seeding, pruning and care of shrubbery, repair or replacement of street signs, repair or replacement of improvements located within the Common Areas;
- e. provide for payments for all maintenance, operation, repair and replacement of Subdivision, Common areas and improvements;
- f. to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Subdivision, Common Areas and improvements;
- g. consider and approve or reject (as defined herein) any and all plans and specifications for alterations to and construction of dwellings and improvements on the Lots;
- h. grant easements and rights-of-way over Common Areas to such utility companies and other public agencies not inconsistent with the law or this Declaration;
- i. receive, hold, convey, dispose and administer, in trust, for any purpose mentioned in the Declaration, any gift, grant, conveyance or donation of money or real or personal property;
- j. obtain, in the Board's discretion, adequate liability and hazard insurance on the Common Areas, as well as insurance protecting the Directors from any and all claims for damages arising out of any decision, act, or failure to act, of the Directors acting in their capacity as Directors;
- k. exercise all other necessary or appropriate power and duties commonly exercised by a Board of Directors and all powers and duties of the Board of Directors as stated in the Declaration;
- l. purchase a fidelity bond for any person or persons handling funds belonging to the Association of Owners;
- m. enforce the Declaration, and any and all restrictions governing the Subdivision and Common Areas, and to take any and all necessary steps to secure the enforcement and compliance of the same;
- n. exercise any and all other powers or acts as are authorized by the Declaration;

## BOARD OF DIRECTORS (continued)

o. to make suitable provision for compliance with all ordinances, rules and regulations of St. Charles County;

11. Records. The Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Subdivision, specifying and itemizing the common expenses incurred. Such records and the method of payments of such expenses shall be available for examination by the Owners and by the holders of the first deed of trust on any Lots, when requested in writing to the directors, with a minimum ten (10) day advance notice.

### BUDGET, ASSESSMENTS AND SUBDIVISION LIEN

1. Creation of Subdivision Lien. Each owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) a general assessment ("General Assessment"), (2) special assessments ("Special Assessments") for capital improvements. The Assessments together with interest, costs, and attorneys' fees, shall be a charge on each Lot and improvements thereon and shall be, upon the levying of the same, a continuing lien upon such Lot and improvement thereon against which the Assessment is made. Each such Assessment, together with interest, costs and attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time of the Assessment was made.

#### 2. Establishment of Budget and Assessments.

a. Unless the Directors otherwise decide, the fiscal year of the Association and the "Assessment Year" shall be a calendar year. On or before the end of each Assessment Year, the Directors shall cause to be prepared an estimated budget for the next Assessment Year. Such budget shall take into account the estimated expenses and cash requirements for the Assessment Year, including, without limitation, maintenance, administration expenses, repairs, replacements, services, expenses associated with Common Areas and other common expenses. To the extent that the Assessments and other cash income collected from the Owners during the preceding Assessment Years shall have been more than or less than the actual expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

b. Upon commencement of the first Assessment Year the Directors shall prepare the annual Budget. The General Assessment in any given Assessment Year shall not be increased without the affirmative vote of a Fifty One percent (51%) majority of the votes of the Association either present in person or by proxy. Copies of the estimated annual budget, along with notification of the annual assessment, shall be furnished by the Association to the Owners not later than thirty (30) days prior to the beginning of such

Assessment Year. Any institutional holder of a first mortgage or first deed of trust on any lot shall receive at no cost, if it so requests in writing, said statement from the Association.

**BUDGET, ASSESSMENTS AND SUBDIVISION LIEN (continued)**

On or before the Thirty First (31st) day of each succeeding Assessment Year, and without further notice, Owners of each Lot shall pay, as the respective Assessment for such Lot, such Lot's share of the expenses for such Assessment Year as shown by the annual budget. In the event that the Directors shall not approve an estimated annual budget or shall be delayed in doing so, the Owners shall continue to pay each year, the Assessments as last determined according to their terms. All Owners shall make their Assessment payments to West Wood Trails Homeowners Association.

c. The Directors shall cause to be kept a separate record for each Lot showing the respective assessments charged to and paid by the Owner of such Lot, and the status of such from time to time. Upon ten (10) days written notice to the Association, any Owner or holder of a first mortgage or first deed of trust on any Lot shall be furnished a statement of the respective record for such Lot setting forth the amount of any unpaid Assessments that may be due and owing.

d. In the event that during the course of any Assessment Year, it shall appear to the Directors that the Assessments, determined in accordance with the estimated annual budget for such Assessment Year, are insufficient or inadequate, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Any additional Assessment necessary to cover such deficiency shall be voted upon at a Special Owners Meeting.

3. Uniform Rate. Subject to the provision hereof, Assessments shall be assessed at a uniform rate for all applicable Lots subject to such Assessments.

4. General Assessment. The General assessment shall be used exclusively to promote the general health, safety, convenience, and welfare of the residents of the Subdivision, and/or for the improvements, maintenance replacement, repair and/or alteration, from time to time of the Subdivision and Common Areas. The General Assessment shall be \$100.00 per Lot per Assessment Year commencing with the year of the recordation of this Declaration.

5. Special Assessment. In addition to the General Assessment, the Association may levy in any Assessment Year, a Special Assessment applicable to that Assessment Year only, for the purpose of defraying in whole or in part, the costs of any special needs of the Association as decided by the Directors or by an Owner(s), provided that the Special Assessment shall be approved by a vote of Owners having two thirds (2/3) majority of the recorded votes of the Association. Recorded votes will be those received either by persons present at a meeting, or by proxy, or by US mail. Written notification of such vote must be provided to the Owners at least ten (10) days prior to the meeting.

## BUDGET, ASSESSMENTS AND SUBDIVISION LIEN (continued)

6. Non-Payment of Assessment. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of eighteen percent (18%) per annum, or the maximum allowed by law. The Directors shall have the authority to exercise and enforce any and all rights and remedies as provided in this Declaration as otherwise available at law or in equity, including, but limited to, the right to foreclose the lien against the defaulting Owner's Lot in like manner as a mortgage on real estate or a power of sale under Chapter 443 RSMo. In addition to the foregoing the Association shall have the right to suspend any Owner's voting rights for any period during which any Assessment against such Owner's Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessment established herein by non-use or abandonment of such Owner's Lot or Common Area.

7. Unexpended Assessments. All funds, on hand and unexpended, paid by Owners for Assessments shall be deemed to be owned equally and in common by the Owners.

8. Subordination of the Lien to Mortgages. The liens of the Assessment provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot. Sale or transfer of any Lot shall not effect the liens for Assessment; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding-in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relive such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

## GENERAL COVENANTS AND RESTRICTIONS

1. Creation of Covenants and Restrictions. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to the following terms, covenants and restrictions which run with the land and are perpetual and appurtenant to the Lots:

a. All Lots shall be known as residential lots. No Lot shall be used for any business or commercial purposes except for use pursuant to home occupations as set forth below. In no event shall any Lot be conveyed or transferred in any manner to a civic, religious, charitable or fraternal organization, or any person or persons other than for the exclusive use of an individual family.

b. Except as otherwise provided herein, each Owner shall maintain his Lot and dwelling in compliance with all zoning ordinances and subdivision regulations of the County of St. Charles, Missouri.

## GENERAL COVENANTS AND RESTRICTIONS (continued)

- c. No Owner shall cause any construction on a Lot without first submitting the plans and specifications for such construction to the Board of Directors or appropriate committee of the Board of Directors, and obtaining approval for such construction therefrom. In the event the Board of Directors or said committee fail to approve or disapprove the plans and specifications within thirty (30) days after their submission, the plans and specification shall be deemed approved.
- d. No dwelling, Lot or any portion thereof shall be used for noxious or offensive activity nor for any purpose prohibited by law or ordinance.
- e. No Lot or Lots shall be resubdivided, except that part of a Lot can be added to an adjoining Lot so long as the transfer of property does not eliminate a Lot or create any additional Lots. No Lot shall be less than three (3) acres and/or in accordance with St. Charles County zoning code.
- f. Each Owner shall, as necessary, install, repair, maintain, replace, or clear at his sole expense each and every gas, sewage, and water lateral line to service his Lot.
- g. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a temporary or permanent residence.
- h. Each Owner shall maintain his Lot in a neat attractive manner.
- i. No Owner shall alter or change any water course without written approval of the County of St. Charles, Missouri.
- j. Except as may be prohibited by law, the only signs allowed to be displayed to the public view on any Lot are as follows; one sign not more than five (5) square feet advertising the lot for sale or rent; one sign not exceeding one (1) square foot notifying people of the presence of an alarm or home security system located in the home; private property and no trespassing signs will be allowed during construction, but must not exceed two (2) square feet each. Construction signs and builder/developer signs must be removed from the Owner's Lot within ninety (90) days after the owner moves in.
- k. Fences may be erected provided such fences are kept behind the front building line of the home. Any fence erected must be of new or newer materials and must be constructed and maintained in a clean and neat manner.
- l. No more than two storage buildings or other outbuildings with a combined square footage not to exceed 3,000 square feet shall be permitted on any Lot. All storage

## GENERAL COVENANTS AND RESTRICTIONS (continued)

of such storage building or outbuilding shall be of like exterior material of the main dwelling and is approved pursuant to section (1)(c) of General Covenants and Restrictions.

m. No split-hoofed animals, cattle, or poultry of any kind shall be raised, bred or kept on any Lot. No more than three (3) horses per Lot shall be kept on any Lot. Dogs and cats may not be kept, bred or maintained for any commercial purposes. Each Owner shall comply with all ordinances, zoning and subdivision regulations of the County of St. Charles, Missouri relating to the supervision, control, responsibility and maintenance of animals and/or pets in the residential areas. Any manure shall be removed from the lot before it creates any noxious odors.

n. Vehicles and watercraft, whether motorized, self propelled, propelled or drawn by human, wind, sail, water, fuel, or otherwise included but not limited to boats, vessels, motorboats, sailboats, canoes, kayaks, boat trailers, recreational vehicles (RVs), sleds, recreational motor vehicles, all terrain vehicles (ATVs), motorcycles, motorized bicycles, dirt bikes, minibikes, tractors, truck-tractors, vans, or trucks displaying commercial advertising, trailers, campers, and house trailers shall not be parked in front of the building line of the home for more than thirty (30) days. Personal, everyday use vehicles with chassis up to one ton are excluded.

2. Dwelling Restrictions. In addition to the General Provisions set forth hereinabove, all dwellings shall be subject to the following restrictions:

a. Land Use. None of the Lots may be improved, used or occupied for other than private residence purpose and no flat or apartment house, although intended for residential purposes, may be erected thereon, provided however, subject to the other restrictions contained in this declaration, an Owner may use such Owners dwelling for a home occupation. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family. The following uses are forbidden.

- (1) Dog grooming;
- (2) Any manufacturing business;
- (3) A clinic or hospital;
- (4) A stable, animal hospital, dog kennel or dovecote;
- (5) A restaurant;
- (6) A barber shop or beauty parlor;

## GENERAL COVENANTS AND RESTRICTIONS (continued)

(7) Any activity that produces noxious matter or employs or produces flammable matter; and any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purpose, or what is usual for a small business, professional or medical office.

b. Height Limitations. Any dwelling erected on any of the Lots shall not be more than two (2) levels in height above the ground, provided, that walkout basements shall not be included in calculating such height limitation, and a dwelling more than two (2) stories in height may be erected on any of the Lots with written consent of the Board of Directors of the Association.

c. Minimum Building Size Requirements. Any dwelling must conform to the following minimum enclosed floor area:

Ranches or one story	1,200 square feet
Two-story	1,800 square feet, (1,200 square feet on the first floor)
Split-level	2,600 square feet

The words "enclosed floor area" as used herein shall mean and include any dwelling enclosed and finished for all year occupancy computed on outside measurements of the dwelling and shall not mean and include any area of basement, garages, porches or attics, provided, the interior stairwell leading to a finished basement not in excess of twenty (20) square feet may be included.

d. Occupancy Prior to Completion of Residence. No dwelling may be occupied until a final inspection is obtained from the County of St. Charles, Missouri.

e. Uncompleted Structures. No dwelling shall be permitted to stand in an unfinished condition for longer than twelve (12) months after commencement of construction. In the event of fire, windstorm, or damage, no dwelling shall be permitted to remain in a damaged condition for longer than twelve (12) months.

f. Garages. All garages must be a minimum of a two (2) car garage, and must be attached to the dwelling or located within fifty (50) feet of the home and be covered with material matching the home. No carports will be allowed.

g. Building Lines. No part of any dwelling shall be located on any Lot nearer to the front street or the side street that is the front building line or the side building line shown on the Plat.

## EASEMENTS

1. Utility Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the operation, installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements.

## EXTERIOR MAINTENANCE

Each Owner shall be responsible for keeping his Lot and exterior of his dwelling and/or any other structure located on his Lot, in good repair and in a clean and tidy condition, including, without limitation, re-painting of the exteriors as necessary.

## GENERAL PROVISIONS

1. Enforcement. The Association, the Directors, or any Lot Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Directors or by any Lot Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall not affect any other provisions, which shall remain in full force and effect.

3. Term. The covenants, conditions and restrictions of this Declaration shall run with and binding the Subdivision, for a term of five (5) years from the date this Declaration is recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of five (5) years each unless an instrument signed by the then Owners having two-thirds (2/3) majority of the votes in the Association has been recorded, agreeing to terminate this Declaration as of the end of any such period. No such agreement of termination shall be effective unless made and recorded six (6) months in advance of the effective date of such termination.

4. Amendment. This Declaration may be amended by an instrument signed by Owners having at least fifty one percent (51%) of the recorded votes in the Association. Any such amendment shall be valid upon recordation in the Office of the Recorder of Deeds for the County of St. Charles, Missouri.