

# LAKE SAINT LOUIS COMMUNITY ASSOCIATION

## INDENTURE OF COVENANT AND RESTRICTIONS

THIS DECLARATION, made this 21st day of June, A.D., 1967, by LAKE SAINT LOUIS ESTATES Company, a Missouri Corporation hereinafter called Developer.

WITNESSED:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with open spaces and other common facilities; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Missouri, as a non-profit corporation, the LAKE SAINT LOUIS COMMUNITY ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article 11, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

### ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "**Association**" or "**Community Association**" shall mean and refer to the Lake Saint Louis Community Association

(b) "**The Properties**" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration.

(c) "**Common Properties**" shall mean and refer to lakes and those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties including other areas such as marinas, clubhouses and golf courses which the Developer may designate as Common Properties.

(d) "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "**Living Unit**" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "**Multifamily Structure**" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.

(g) "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "**Member**" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. **Existing Property.** The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Charles County, Missouri, and is more particularly described as follows: Lake Saint Louis Plat No. 2 according to plat therefor recorded as Document No. 4886 on the 7th day of July, 1967, in the office of the Recorder of Deeds in St. Charles County, Missouri, all of which real property shall hereinafter be referred to as "Existing Property".

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Section 2. **Additions to Existing Property.** Additional lands may become subject to this declaration in the following manner:

(a) Additions by the Developer. The Developer may from time to time add to The Properties such land as is now owned or hereafter owned or approved for addition by the Developer provided that the land so added shall at that time be bound by all of the terms of this Declaration and any future modifications thereof and provided that the Developer shall be under no obligation to add additional land to The Properties.

(b) Merger. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation however, shall effect any revocation, change or addition to covenants established by this Declaration within the Existing Property except as hereinafter provided.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a Member of Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. **Voting Rights.** The Association shall have two classes of voting memberships.

**Class A.** Class members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class members shall be entitled to one vote for each Lot or Living Unit in which they hold the

interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lots or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

**Class B.** Class B members shall be the Developer. The Class B member shall be entitled to two times the number of votes to which all Class A members are entitled, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total number of votes to which the Class B member would be entitled (if the Class B membership were converted to Class A membership) is less than 5% of the total votes; or

(b) On December 31, 1977.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. **Members' Easements of Enjoyment.** Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein the Developer covenants, for itself, its heirs and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than December 31, 1977.

Section 3. **Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and By Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and if necessary, to open the enjoyment of such properties to a wider public until mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

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(b) The rights of the Association to take such steps as are reasonably necessary to protect the above described proper- ties against foreclosure; and

(c) The rights of the Association as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

(f) The right of the Association to enter into licensing agreements for the use of the Common Properties with owners of properties not subject to this Declaration which front on (or which abut properties fronting on) any lake owned by the Association.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Developer for each Lot and Living Unit owned by him within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association; (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. **\*Basis and Maximum of Annual Assessments.** Annual Assessments shall be as follows commencing January 1, 1982 for the next succeeding three years and at the end of such period of three years for each succeeding period of three years until increased by vote of the Members, as hereinafter provided:

*\*As amended effective January 1, 1985 by Addendum re- corded in Book 921, Page 274, in the Office of the Recorder of deeds in St. Charles County, Missouri.*

\$450.00 for each S- I lot

\$430.00 for each S-2 lot

\$345.00 for each S-3 lot

\$370.00 for each P- I lot

\$370.00 for each P-2 Living Unit

\$355.00 for each M- I Living Unit

The Board of Directors of the Association may, after consideration of current maintenance costs and future costs and needs of the Association, fix the actual assessment for any year at a lesser amount provided that the assessment for each of the above categories is reduced proportionately.

Assessments may be collected on a monthly or quarterly basis as determined from time to time by the Board of Directors.

For the purposes of this Section 3, the following definitions shall apply:

**S-1 Lot** means any single family residential Lot for which a building permit has been issued for construction of a free- standing residence.

**S-2 Lot** means any single family residential Lot for which a building permit for construction of a free-standing residence has ever been issued.

**S-3 Lot** means any single family residential Lot in addition to one S-1 Lot or one S-2 Lot owned by the same Member for which no building permit has ever been issued for construction of a residence. To qualify as an S-3 Lot, record title thereto must be exactly the same as that for the related S-1 or S-2 Lot.

**P-1 Lot** means any planned unit residential Lot subject to the Indenture of an Area Association which is improved with a

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residence attached by a party wall to an adjoining residence after title to the Lot has been transferred by the builder to the first user thereof. For example: Harbor Town units.

**P-2 Living Unit** means any occupant-owner Living Unit after title thereto has been transferred by the builder to the first user thereof. For example: a condominium unit not situated on its own Lot.

**M-1 Living Unit** means any Living Unit in a multi-family structure owned by a single party from and after the date on which such Living Unit is first occupied by a tenant.

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the

assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II Section 2 hereof.

**Section 6. Quorum for Any Action Authorized Under Sections 4 and 5.** The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**Section 8. Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessments shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment however,

shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the

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date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action

Section 10. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1, hereof, (c) all properties exempted from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI AREA ASSOCIATIONS

Section 1. **Purpose.** Certain areas of The Properties may encompass common facilities not designed for use generally by the Members (of the Community Association) requiring the creation of a localized association for maintenance and operational purposes. In such cases the Developer may designate any area shown on any subdivision plat of The Properties as an Area Association.

Section 2. **Membership.** Any Member (of the Community Association) who owns a Lot or Living Unit within an Area Association shown on any subdivision plat shall by virtue of such ownership also be a member of the Area Association created for such area and entitled to vote as from time to time provided in the By-Laws of the Area Association.

Section 3. **Title to Common Facilities and Member's Easements.** Each Area Association shall take title to and hold, maintain, improve and beautify for the common benefit of the members thereof such common facilities (such as but not limited to parks, green areas, parking areas, swimming pools and club houses) as from time to time may be conveyed to it; and each Area Association member shall have a right and easement of enjoyment in and to such common facilities and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit in the Area Association. The extent of such easement shall be the same as set forth in Article IV above.

The provisions of Article IV, Section 2 are hereby made applicable to and incorporated in this Article VI as if fully set forth herein.

Section 4. **Maintenance Assessments.** All of the provisions of Article V above (except Section 3 thereof) shall apply and be applicable to each Area Association (unless the context of this Article VI shall prohibit such application) as if such provisions were set forth in full under this Section.

The annual assessments to be charged to Members of an Area Association shall be determined from time to time by the Board of Directors of the Area Association but in no event may such assessments per Lot or Living Unit exceed the maximum amounts of the assessments which may then be levied by the Community Association against Lots or Living Units within the Area Association.

Section 5. **Exterior Maintenance** In addition to maintenance upon the Common Properties, each Area Association may provide exterior maintenance under the same terms and conditions as are set forth in Article IX below, which are specifically incorporated in this Section.

Section 6. **Corporation.** The Developer covenants that at such time as it shall record a subdivision plat on which there is designated an Area Association it shall before any portion thereof is sold cause an Area Association to be incorporated.

Section 7. **Superior Jurisdiction of Community Association.** The Community Association shall have jurisdiction over all of The Properties, and every owner shall be a Member of the Community Association not withstanding the fact that he may also be a Member of an Area Association The provisions of this Article VI shall at all times be subject and subordinate to the other Articles in this Declaration.

The Community Association may if approved by its Board of Directors perform services for any Area Association such as but not limited to the collection of assessments.

## ARTICLE VII PARTY WALLS

Section 1. **General Rules of Law to Apply.** Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Wall and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

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Section 2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. **Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. **Arbitration.** In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrators and such arbitrators shall choose one additional arbitrators and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

#### ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. **Review by Committee.** No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Reference in this Declaration to "Architectural Control Committee" shall apply either to the aforesaid committee or the Board of Directors, whichever happen to be acting at the time. In the event said Board, or its designated committee, shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE IX EXTERIOR MAINTENANCE

Section 1. **Exterior Maintenance.** In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspout, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. **Assessment of Cost.** The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessment of charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustments with the Owner as is necessary to reflect the actual costs thereof.

Section 3. **Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

#### ARTICLE X USE RESTRICTIONS

Section 1. **General Provisions.** All of the Existing Property and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions:

(a) **Land Use:** No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.

(b) **Obstruction of Traffic:** No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building, driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.

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(c) **Nuisances:** No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot of other parcel.

(d) **Grades:** Within any slope control area established by the Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction flow of water through drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.

(e) **Fences:** No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of The Properties unless approved by the Architectural Control Committee.

(f) **No Commercial Activities:** No commercial activity of any kind shall be conducted on any Lot or in any Living Unit, but nothing herein shall prohibit the renting and management of multifamily structures nor the carrying on of promotional activities by the Developer.

(g) **Livestock:** No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock, or animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on The Properties; and no more than two dogs, cats or other such pets may be kept or maintained on any Lot or Living Unit.

(h) **Parking of Motor Vehicles: Boats and Trailers:** No trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

(i) **Overhead Wiring:** No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on a Lot without the consent in writing by the Architectural Control Committee established hereby.

(j) **Laundry Poles:** No permanent poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on any Lot.

(k) **Antennas:** No outside radio or television antenna shall be erected, installed or constructed on any Lot, without the written consent of the said Architectural Control Committee.

(l) **Fuel Tanks:** No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Lot, unless approved by the Architectural Control Committee.

(m) **Temporary Structures:** No structure of a temporary character, trailer, basement, tent shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

(n) **Signs:** No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose for advertising for sale or lease the Lot or tract upon which it is erected.

(o) **Drilling and Quarrying:** No oil drilling, oil development operation, 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 upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected maintained or permitted upon any Lot.

(p) **Dumping of Rubbish:** No Lots shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitary containers, or incinerators or other equipment for the storage of disposal of such material, which equipment shall be kept in a clean and sanitary condition.

(q) **Sewage Disposal:** No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from down spouts or any surface water shall not be permitted to drain into the sanitary sewer system.

(r) **Water Supply:** No individual water supply system shall be permitted on any Lot except for use in air conditioners and sprinkler systems.

(s) **Utility Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved to the Developer as shown on recorded Plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage

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channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(t) **Care and Appearance of Premises:** The structures and grounds on each Lot shall be maintained in a neat and attractive manner. The Association shall have the right (upon twenty (20) days notice to the Owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner), at the expense of the Owner, to remove trash or rubbish, and to cut grass, weeds and vegetation and to trim or prune, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall have the right, upon like notice and conditions, to care for vacant and unimproved

property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such property in neat and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon demand and if not paid within ten (10) days thereof then they shall become a lien upon the property affected, equal in priority to the lien provided for in Article V hereof.

(n) **Exterior Colors:** The exterior finishing colors on all structures as originally approved by the Architectural Control Committee shall be maintained and shall not be changed without the approval of the Architectural Control Committee.

**Section 2. Provisions Applicable to Lots Designated for Single-Family Dwellings.** Any Lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the General Provisions, to the following use restrictions

(a) **Land Use:** None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.

(b) **Height Limitation:** Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided, that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of the Architectural Control Committee.

(c) **Minimum Size Requirements:** Any residence consisting of a single level above ground level shall contain a minimum of 1200 square feet of enclosed floor area; any residence consisting of two levels above ground level shall contain a minimum of 900 square feet of enclosed floor area on the first

A residence containing less than the minimum enclosed floor area provided herein may be erected on any of said Lots with the written consent of the Architectural Control Committee.

(d) **Building Lines:** No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat; nor shall any part of any residence be located on any Lot nearer than eight (8) feet to the side property line nor nearer than twenty-five (25) feet to the rear property line. However, a residence or part of any residence may be located on any Lot nearer than the said building line shown upon said plat with the written consent of the Architectural Control Committee.

Provided, however, the following enumerated parts of any residence may project over the above-described front side and rear lines, for the distance shown, to wit:

(a) **Window Projections:** Bay, bow oriel, dormer and other projecting windows not exceeding one story in height may project a distance not to exceed two (2) feet.

(b) **Miscellaneous Projections:** Cornices, spouting, chimneys, brackets, pilasters, grillwork, trellises and other similar projections and any other projections for purely ornamental purposes, may project a distance not to exceed two (2) feet.

(c) **Vestibule Projections:** Any vestibule not more than one story in height may project a distance not to exceed two (2) feet.

level above ground level and an overall minimum of 1800 square feet of enclosed floor area in the two levels above ground level; any residence consisting of a level or part of a level below ground level shall contain an overall minimum of 1200 square feet of enclosed floor area in levels above ground level. The

words "**enclosed floor area**" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas basements, garages, carports, porches or attics.

(d) **Porch Projections:** Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building line not to exceed six (6) feet.

(e) **Uncompleted Structures:** No residence shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

(f) **Garages and Carports:** All garages and carports must be attached to the main dwelling house unless otherwise approved by the Architectural Control Committee. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

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(g) **Frontage:** All dwelling houses shall front or present a good frontage on the street on which it is located as shown on the recorded plat unless otherwise approved by the Architectural Control Committee. Dwelling houses located on corner lots shall front or present a good frontage on both streets unless otherwise approved by the Architectural Control Committee.

**Section 3. Provisions Applicable to Lakes and to Water- front Lots.** Any Lot or parcel of land which is adjacent to a lake as shown on any recorded plat shall be subject to the following use restrictions. Waterfront Lots designated for single family dwelling purposes shall also be subject to the provisions of Section 2 above.

(a) **Boathouses, Docks and Wharfs:** No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, or altered, on the shores of a lake, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation and as to desirability perse. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock wharf, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, or other structure on the lakefront. The Architectural Control Committee shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this paragraph.

(b)**Shoreline Contours:** Shoreline contours of lakes may not be changed without the written approval of the Architectural Control Committee. No Lot shall be increased in size by filling in the waters upon which it abuts.

(c) **Rules and Regulations:** Rules and regulations for the use and enjoyment of lakes may be promulgated by the Association, including, by way of example but not limitation, the size of motors which may be used thereon.

(d) **Refuse:** No refuse of any kind shall be disposed of or placed in the lakes.

(e) **Vehicle Parking:** No vehicle shall be stored within twenty (20) feet of the shoreline without approval of the Architectural Control Committee.

(f) **Lake Frontage:** No concrete shall be exposed on any elevation facing a lake.

## ARTICLE XI EASEMENTS

Section 1. **Easement for Installation of Post Lamps.** There shall be and is hereby reserved to the Developer a perpetual and nonexclusive easement to install a post lamp on any Lot at any time, such easement to include, but not be limited to, the right to install, relocate and maintain all necessary underground wire and/or leads into any Living Unit situate upon The Property.

Section 2. **Easement for Landscaping and Related Purposes.** There shall be and is hereby reserved to the Developer a perpetual and nonexclusive easement over all Lots, or any Common Area or Community facility, for a distance of ten (10) feet behind any lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, lights, stone, wood or masonry wall features and/or related landscaping.

Section 3. **Context** As used in this Article, the term "lot" shall be deemed to include all parcels or property, which are part of The Property.

## ARTICLE XII GENERAL PROVISIONS

Section 1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots of Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds (2/3) requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. **Notices.** Any notice requires to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

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Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violation or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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ADDENDUM TO LAKE SAINT LOUIS DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF MISSOURI           SS  
COUNTY OF ST. CHARLES)

**WHEREAS**, the Declaration of Covenants and Restrictions executed by Lake Saint Louis Estates Company under date of June 21, 1967, recorded in Book 476, Page 726, in the Office of the Recorder of Deeds in St. Charles County, Missouri, and covering the real property more fully described therein: and

**WHEREAS**, said Declaration of Covenants and Restrictions reserves to Lake Saint Louis Estates Company as the developer of Lake Saint Louis certain controls as a Class B member of the Lake Saint Louis Community Association, including voting rights for the selection of the Board of Directors of the Association, which is authorized and empowered to act as or appoint an Architectural Control Committee; and

**WHEREAS**, on even date hereof the Board of Directors of the said Lake Saint Louis Community Association has amended its By-Laws to provide for the progressive diminution and relinquishment of the control by Lake Saint Louis Estates Company over the said Architectural Control Committee and to restrict and limit the rights and powers of the Board of Directors in connection therewith; and

**WHEREAS**, the aforesaid action of the Board of Directors of Lake Saint Louis Community Association, has for good and valuable consideration the receipt whereof is hereby acknowledged, been approved and consented to by Lake Saint Louis Estates Company;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that Lake Saint Louis Estates Company hereby releases and remises forever any and all rights, claims or privileges to object to the aforesaid amendment to the By- Laws of the Lake Saint Louis Community Association and the progressive diminution and relinquishment of control of Lake Saint Louis Estates Company over the actions of the Architectural Control Committee

**IN WITNESS WHEREOF**, this Indenture has been executed this 6th day of January, 1971. Book 574 Page 310

Addendum Amending Assessments – 03/02/70  
Book 548 Page 671

Addendum Amending Assessments - 04/23/73  
Book 652 Page 41

Addendum Amending Assessments - 03/16/82  
Book 921 Page 274

**Note:** *This copy of the Lake Saint Louis Community Association Indenture of Covenant And Restrictions is provided online as a reference for the public. This*

*copy is provided for information only. Official copies can be obtained from the Community Association Office. Although this online version is believed to be accurate, it can not be relied upon as the official version.*