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**DECLARATION OF RESTRICTIONS**

**INDENTURE CREATING HOME OWNER'S ASSOCIATION  
AND  
ESTABLISHING RESTRICTIONS  
ECHO LAKE**

**JEFFERSON COUNTY, MISSOURI**

THIS INDENTURE, made and entered into this 22nd day of March, 2005 by and between Echo Lake, L.L.C., a corporation of the State of Missouri, Party of the First Part and GRANTOR, and Bill Williams, Roy Baumgarth, William Heady and B.J. Coleman, all of the County of Jefferson, State of Missouri, Parties of the Second Part, and members of the initial BOARD OF GOVERNORS.

WITNESSETH THAT:

WHEREAS, the Party of the First Part is the owner of a tract of land situated in the County of Jefferson, State of Missouri, and

WHEREAS, the Party of the First Part has subdivided said tract into a development known as Echo Lake and which is shown by subdivision plat of record filed in Plat Book 224, Page 14-19, of the Land Records of Jefferson County, Missouri, and

WHEREAS, the Party of the First Part desires to create and establish certain Restrictions as restrictive covenants to which the above described subdivision shall hereinafter be subject, to provide for an orderly development of the property in the development known as Echo Lake, and

WHEREAS, the Grantor does hereby grant easements to Ameren UE of Missouri, Southwestern Bell Telephone Company, Public Water Supply District #2 and the City of Byrnesmill, and their successors, assigns, lessors, tenants, and other proper parties for the purpose of constructing, operating and maintaining electrical, or telephone line or lines, poles and wires and appurtenances, water lines and mains, and sewer lines and

mains, in, over, under, upon, across and along all streets, roads and drives, as shown upon said plat together with a right and authority to trim trees or to cut down or remove any or all trees or obstructions on the streets, roads, and drives, and ten feet adjacent thereto on each side as aforesaid, which may now or hereafter interfere with the construction, operation and maintenance of their line or lines, water mains, and sewer mains, and

WHEREAS, the Grantor does hereby grant easements to licensed providers of cable television service within the subdivision, and their successors, assigns, lessors, tenants, and other proper parties for the purpose of constructing, operating and maintaining cable telephone poles, wires and appurtenances, in, over, under, upon, across and along all streets, roads and drives, as shown upon said plat together with a right and authority to trim trees or to cut down or remove any or all trees or obstructions on the streets, roads, and drives, and ten feet adjacent thereto on each side as aforesaid, which may now or hereafter interfere with the construction, operation and maintenance of their line or lines, and

WHEREAS, it is the intention of the Grantor by this instrument to create certain covenants and restrictions which will run with the land comprising Echo Lake, which will provide for the orderly development and maintenance of the tracts and facilities comprising the said subdivision, and shall bind subsequent owners of lots in said subdivision, and

WHEREAS, it is the purpose and intention of this indenture to create a means and cooperation between present and future lot owners and homeowners in said subdivision among themselves and under certain circumstances with lot owners and homeowners in adjacent and adjoining lands, all in the interest of fostering and enhancing their health, safety and welfare and for the establishing of a harmonious atmosphere and common interests, facilities and recreational activities directed to making for a wholesome spirit of neighborly understanding and cooperation to preserve said tract of land and possible adjacent and adjoining land as a restricted neighborhood and to protect same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restriction not only to all of said land and possible adjacent and adjoining land and every parcel thereof as it may be sold from time to time, but also in favor of or against each sold parcel as against or in favor of any and all other parcels within said residential area in the hands of the present or future title holders or occupants of any or all said parcels and to foster the health, welfare, safety and morals of all who own lots or reside in said area, and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions", are jointly and severally for the benefit of the Party of the First Part and of all persons who may purchase, hold or own from time to time any of the several lots covered by this instrument,

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to Party of the First Part in hand paid by the Parties of the Second Part, the receipt of which is hereby acknowledged, and further in consideration of the advantages to accrue to the Party of the First Part as well as to future owners of said lots, and with the agreement and consent of the Parties of the Second Part to act as a "Board of Governors"; and as joint tenants and not as tenants in common, and to the successor or successors of them, and to such other members of the Board of Governors as shall be elected hereunder under the provisions

A. All community centers, paths, parks, playground, common property, public utility easements, storm water sewers and drainage facilities, if any, contained in said land covered by this Declaration;

B. All storm and sanitary treatment plants, all disposal plants and systems, all distribution plants and systems for the handling of sewage and other waste products and all easements shown, described or referred to on said plat now or hereinafter designated, constructed or acquired by whatever names called, are hereby set aside, reserved and devoted to said Board of Governors for the exclusive use and benefit of the owners of all the lots in said subdivision, their heirs and assigns, subject, however, to the rights of Grantor, its successors or assigns, to use and convey to public utility companies the necessary easements in, over, upon or across any and all common ground for the purpose of constructing, operating and maintaining all forms of public utilities and other subdivision utilities, services, improvements, essentials, or facilities;

C. Easements in, over, upon and across such portions of said land as may be now hereinafter designated, as follows:

The rights, benefits and advantages within said subdivision of having ingress and egress to and from, over, along and across such common property, public utility easements, storm water sewers and drainage facilities and appropriately beautifying, maintaining, improving, rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith on same; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of said subdivision; and of laying, constructing, maintaining and operating thereupon, either above or underground, suitable supports or conduits for telegraph and telephone wires and suitable pipes, conduits or other means of conducting steam, electricity, hot water or other useful agencies;

Provided, however, that Grantor shall retain the right to grant such additional easements as may be appropriate and necessary for the continued development of the subdivision, and all additions thereto. Further, that Grantor and its subcontractors shall have the right to utilize streets and common areas for future construction purposes, provided that Grantor and its subcontractors restore streets and common ground to their pre-construction condition, ordinary wear and tear excepted.

TO HAVE AND TO HOLD the same to said Board of Governors and their successors forever IN TRUST for the Grantor and the present or future owners of each of the said lots, and said lots and all of them shall forever remain subject to the burdens and entitled to the liens involved in said easements and the said Grantor for itself, its successors and assigns and for and in behalf of all persons who may hereinafter derive title or otherwise hold through said Grantor, its successors or assigns, to any part of the said property herein above described, hereby provides that the liens and burdens of said easements and restrictions shall be and remain attached to each and all of said parcels as may be purchased in said subdivision and any other lands which may hereafter become subject and subservient to this indenture and as appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the said Board of Governors by this indenture and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Board of Governors and their successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of this indenture.

Grantor further provides that said subdivision including sewer easements shall be subject to the following restrictions which shall run with the land comprising said subdivision.

1. All lots in Echo Lake are restricted for residential purposes only. No more than one residence per tract. All residences shall be City of Byrnesmill Commission approved. Residences in Echo Lake on lots 1 through 9, 57 through 60, and 89 through 98. must have a main floor area, exclusive of porches and breezeways, of not less than 1900 square feet, unless however the home shall be a story and a half, in which case the total living area shall be not less than 2100 square feet, and two story, in which case the total living area shall be not less than 2275 square feet, exclusive of basement living area. Residences on lots 10 through 56, and lots 61 through 88 must have a main floor area, exclusive of porches and breezeways, of not less than 1650 square feet, unless however the home shall be a story and a half, in which case the total living area shall be not less than 1700 square feet, and two story, in which case the total living area shall be not less than 2000 square feet, exclusive of basement living area. All residences are to have solid, continuous foundations of either stone, concrete, concrete blocks or bricks. All buildings

must have the exterior portion constructed of new materials except that used brick will be permitted. No house trailer, mobile home or modular home shall be permitted on any lot.

2. Temporary living quarters shall not, at any time, be set up in a basement or any other building than a residence, nor shall any habitation be established in a house trailer or in any other similar type vehicle or structure.

3. Plans and specifications for all buildings and all landscaping shall be submitted to the Board of Governors for written approval before building operations are commenced and the exterior of all buildings and the appropriate landscaping must be completed within one (1) year thereafter and in accordance with the plans and specifications so submitted and approved.

4. All driveways to homes must be concrete. (Four (4) inch minimum concrete)

5. Roll tar paper or large sheets of metal shall not be used as roofing or on the outer exposed walls of any building. All roofs must be of approved shingle type or equal.

6. All homes must have at least a two car attached garage with twenty two (22) foot minimum width. Carports shall not be allowed.

7. All sewage disposal systems used on any lot in this subdivision or any part of this subdivision shall have the approval of the City of Byrnesmill and all other appropriate governmental agencies.

8. A building line is hereby established as shown upon said Plat, and no portion of any residence or building of any kind shall be erected within 20 feet of the division line between lots.

9. A maximum of two domestic pets (dogs and/or cats) shall be permitted to each residence in the subdivision. No other animals of any kind shall be permitted which are not customarily found in single family households in high class private residential subdivisions, except with the written permission of the Board, and the determination of the Board in this matter shall be considered final and conclusive in all cases which may arise. No pets or animals shall be allowed to run at large within the subdivision, but must be confined or restrained to the owner's property. No act or condition shall be permitted on said lot, which in the determination of the Board may constitute a nuisance to owners of lots or residents; nor shall any building erected in said Plat, be used for any purpose prohibited by law or ordinance.

10. Garbage, rubbish, bottles, cans or any discarded materials or other deleterious substances shall not be permitted to accumulate upon the premises, but the

same must be removed at such frequent intervals as may be necessary to keep the property clean and sanitary. The exterior of all residences and the grounds surrounding any residence must be kept in a neat and orderly condition at all times, and all owners shall be required to keep weeds cut on their respective lots. Automobiles or old machines not regularly in use must be removed from the property unless they are housed out of sight in an outbuilding built according to specifications set out in Covenant Number 11.

11. Separate garages, outbuildings and storage sheds may be erected, constructed and maintained on any lot, provided the materials to be used are of equal aesthetic value as the home. All separate garages, outbuildings and storage sheds shall be approved by the Board of Governors before being erected on any lot. Culverts, when necessary and required by the Grantor, its successors or assigns, or by the Board, of sufficient capacity for the proper drainage of the streets, lanes, drives, roads and roadways, as shown upon this plat must be installed and maintained by the lot owner at their expense at all private entrances to their property.

12. The obligation and expense of operating and maintaining the streets, drives, roadways, and curbs shall be the responsibility of the owners of lots in said subdivision, their heirs or assigns.

13. The Grantor, its successors or assigns reserves the right to modify, amend, release or extinguish in writing any and all of the foregoing provisions and restrictions at any time, so long as said Grantor, its successors or assigns shall own any unsold lots in said subdivision. After all of said lots are sold by the Grantor, its successors or assigns, the within and foregoing provisions and restrictions may be modified, amended, released or extinguished at any time by the written consent of the then owners of two-third's (2/3) or more of the lots in said subdivision, duly signed and acknowledged and filed for record in the Recorder's Office of Jefferson County, Missouri, as required by law for instruments affecting real estate.

14. No residence, accessory building or any portion of any lot shall be used as a boarding house, nursing home, rooming house, club house or road house, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance, in the judgment of the Board of Governors, to the owners or inhabitants of lots in land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

15. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots on the land subject now or in the future except for the erection and maintenance of not more than one advertising board on each

