

PARK CHARLES SOUTHDECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 4TH day of FEBRUARY, 1975, by COMMUNITY SAVINGS SERVICE CORPORATION, a Missouri corporation, hereinafter called "Developer", WITNESSETH THAT:

WHEREAS, Developer is the owner of real property described in Article II of this Declaration, together with abutting parcels of property, and desires to create thereon a planned community with open spaces and common facilities to be known as PARK CHARLES SOUTH and, to this end, desires to subject said real property and, from time to time, portions of such abutting property, to the covenants, easements and liens herein, and to restrictions as appropriate, all for the benefit of said property and all future owners thereof; and

WHEREAS, for the preservation of values and for the benefit of said property and all future owners thereof, Developer intends to cause The Park Charles Association, a Missouri not-for-profit corporation, to be organized to maintain and administer such common facilities, collect and disburse the assessments herein authorized, and administer and enforce certain of the covenants and restrictions herein.

NOW, THEREFORE, Developer declares that the real property described in Article II, 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 IDEFINITIONS

Section 1. The following words, when used in this Declaration, shall have the following meanings:

- (a) "Association" shall mean The Park Charles Association, a not-for-profit corporation.
- (b) "Park Charles South" shall mean the property described in Article II and any additions hereafter made thereto.
- (c) "Common Properties" shall mean the areas of land designed as Common Properties on any recorded plat on any part of Park Charles South and intended to be devoted to the common use and enjoyment of the Owners; such Common Properties may be designated for the use of all Owners of Park Charles South or restricted to usage of Owners of designated lots.
- (d) "Lot" shall mean any plot of land shown on any recorded subdivision plat of any portion of Park Charles South except for streets and Common Properties.
- (e) "Living Unit" shall mean a building or a portion of a building which is intended for use and occupancy as a residence by a single family.
- (f) "Multifamily Structure" shall mean any building containing two or more Living Units under one roof.
- (g) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot or Living Unit.

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 situated in St. Charles County, Missouri, and described as follows:

PARK CHARLES SOUTH PLAT 1 according to the Plat thereof recorded in Plat Book 19 Pages 19, 20 and 21 of the St. Charles County Recorder's Office EXCEPTING THEREFROM Tracts A and B.

which said property shall hereafter be referred to as "Existing Property".

SECTION 2. ADDITION TO EXISTING PROPERTY: Developer, at its election and from time to time, may add to any land then abutting any portion of Park Charles South, the land so added to be bound by all the terms and conditions of this Declaration, except that the Restrictions contained in Article VII hereof shall not apply unless specifically adopted in the instrument adding such land, and such instrument may provide specific restrictions for the land so added.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Each person or entity who is a record owner in fee of any Lot or Living Unit in Park Charles South shall be a member of the Association.

SECTION 2. VOTING RIGHTS: The Association shall have the following two classes of voting membership:

CLASS A: Each Owner, other than Developer, shall be entitled to one vote for each Lot or Living Unit. When more than one person holds an interest in any Lot or Living Unit, all such persons shall be members and the vote for such Lot 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: Developer shall be the Class B member and shall be entitled to two times the number of votes to which all Class A members are entitled until the sale of all lots of Park Charles South, or December 31, 1985, whichever occurs first. From and after the happening of either event, the Class B member shall be deemed to be a Class A member, entitled to one vote for each Lot or Living Unit it then owns.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of Sections 3 and 4 of this article, 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: Developer, at its election, may retain legal title to Common Properties until improvements have been completed thereon and until Developer determines that Association is able to maintain such property. Notwithstanding, Developer covenants, for itself, its successors and assigns, that it will convey the Common Properties to the Association, free and clear of all liens and encumbrances, no later than December 31, 1985.

SECTION 3. MEMBERS' EASEMENTS: The rights and easements of enjoyment created hereby shall be subject to:

(a) The right of 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 default under any such mortgage, the lender's rights shall be limited to the right, after taking possession, to charge admission and other fees as a condition to continued enjoyment by Members and the right to open the use of such properties to the public.

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for a 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.

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

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency or authority, subject, however, to such conditions as are set forth in an instrument executed by not less than those Members entitled to cast two-thirds of the votes of each class of membership.

SECTION 4. LIMITED COMMON PROPERTY: Notwithstanding the foregoing, property within Park Charles South may be designated as Common Property and restricted to usage by the Owners of designated Lots or Living Units, such designation to be established on the plat establishing such Common Property or by instrument adding the land described in said plat to Park Charles South, provided that:

(a) No part of the cost of capital improvements, repairs, maintenance or any other expenses of said restricted Common Property shall be paid from the general funds of the Association or any assessment paid by Owners not permitted to use such restricted Common Property.

(b) The governance of such restricted Common Property may be vested in the Association or in a special group, functioning as a part of the Association or independent thereof, consisting of Owners entitled to use such restricted Common Property. The instruments establishing such restriction on Common Property shall provide for the governance thereof and shall grant to the governing body such rights of assessment as required for the maintenance, operation and improvement of such restricted Common Property.

ARTICLE V

MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Developer, for each Lot and Living Unit owned by it within Park Charles South, 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, is deemed to covenant and agree to pay 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 interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and a continuing lien upon the Lot or Living Unit against which each such assessment is made. Each such assessment, together with 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 Lot or Living Unit at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS: Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, residents and tenants of Park Charles South and their invitees 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, 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. ANNUAL ASSESSMENTS: Annual assessments shall be fixed by the Board of Directors of the Association at not more than the following:

(a) Fifty Dollars (\$50.00) per year for each single family residence lot.

(b) Fifty Dollars (\$50.00) per year for each Living Unit other than a single family residence lot.

(c) For commercial property such amount as Developer and the Board of Directors of the Association shall agree upon in writing at the time such property is added to Park Charles South. Such assessments for commercial property shall take into account proposed density of usage of the commercial property, anticipated usage, if any, of Common Property facilities and/or streets, easements, etc., occasioned by such commercial development and other matters related to the equitable establishment of such assessments.

Should the annual assessments be less than the above maximums, then the reduction shall be pro rata for each class of property.

Annual assessments may be increased after December 31, 1977, but not more often than once during any three-year period by vote of the Members, as hereinafter provided.

Assessments shall be collected on a semi-annual basis.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to annual assessments, the Association may levy in any year a special assessment for that year for the purpose of defraying

in whole or in part, the cost of constructing, reconstructing, repairing or replacing a capital improvement upon Common Properties, provided any such assessment has 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. QUORUM: Members, or proxies, entitled to cast not less than sixty percent (60%) of all votes authorized for each class of membership shall constitute a quorum for a meeting under Section 4 hereof. If the required quorum is not present, a second meeting may be called upon notice in the manner required in Section 4, the required quorum at such meeting being thirty percent (30%) of all such votes.

SECTION 6. ASSESSMENT PAYMENT DATES: The annual assessments provided for herein for the first year shall be payable on a date established by the Board of Directors of the Association. One-half (1/2) of each subsequent annual assessment shall be payable on March 1, and the remaining one-half (1/2) on September 1 of each year. The due date of any special assessment shall be established in the resolution authorizing that assessment. Notices of assessment due dates shall be mailed to each Unit Owner by the Board of Directors of the Association at least fifteen (15) days prior to such due date.

SECTION 7. NON-PAYMENT OF ASSESSMENTS: If an assessment is not paid when due, it, together with interest thereon and cost of collection thereof, shall become a continuing lien on the Lot or Living Unit against which it is assessed. Notwithstanding, it shall be the personal obligation of the then Owner to pay such assessment. If the assessment is not paid within thirty (30) days after due date, it shall bear interest from that date at the rate of six percent (6%) per annum. The Association may either bring action at law against the Owner or may foreclose the lien against the property and, in either event, there shall be added to the assessment costs and a reasonable attorney's fee, to be established by court.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGE: The lien of any assessment shall be subordinate to the lien of any mortgage or deed of trust then against the Lot or Living Unit subject to the assessment.

SECTION 9. EXEMPT PROPERTY: All Common Properties, any parts of the properties dedicated to public authority and devoted to public use, and any part of Park Charles South exempt from taxation under the laws of the State of Missouri, shall be exempt from all assessments.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. COMPOSITION: Until December 31, 1985, or until Developer has sold all Lots in Park Charles South, whichever is first to occur, the Architectural Control Committee shall consist of three (3) individuals appointed by Developer. After the happening of the first of either such event, the Architectural Control Committee shall be composed of three Owners appointed by the Board of Directors of the Association.

SECTION 2. REVIEW BY COMMITTEE: No residential building, fence, wall or other structure shall be commenced, erected or maintained upon Park Charles South, 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 Architectural Control Committee. Failure to approve or disapprove any such plan within thirty (30) days after submission shall be deemed to be approval.

ARTICLE VII

RESTRICTIONS

SECTION 1. GENERAL PROVISIONS: All of the Existing Property 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.
- (c) NUISANCES: No noxious or offensive activity shall be carried on upon any portion of Park Charles South, 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 or other parcel.
- (d) GRADES: Within any slope control area established by 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 of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.
- (e) FENCES: No fence or wall of any kind shall be erected, begun, or permitted to remain upon any residential Lot unless approved by the Architectural Control Committee.
- (f) NO COMMERCIAL ACTIVITIES: No commercial activity of any kind shall be conducted 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, shall be brought onto or kept on Park Charles South; and no more than two (2) dogs, cats, or other such pets may be kept or maintained in any Living Unit.
- (h) PARKING OF MOTOR VEHICLES, BOATS AND TRAILERS: No trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers shall be permitted to be parked or to be stored on any residential or multiple dwelling Lot unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee. This prohibition shall not apply to temporary parking of trailers, trucks and commercial vehicles during construction and for pickup, delivery or 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 or 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) FUEL TANKS: No fuel tank or container of any nature shall be placed, erected, installed or constructed on any residential or multiple dwelling Lot, unless approved by the Architectural Control Committee.

(l) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

(m) SIGNS: No signs, advertisements, billboards or advertising structures of any kind may be maintained on any residential or multiple dwelling Lot, except that, one advertising sign not more than five (5) feet square may be placed on any Lot for the exclusive purpose of advertising the same for sale or lease.

(n) DUMPING OF RUBBISH: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

(o) CARE AND APPEARANCE OF PREMISES: The Structures on and surface of 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, cut grass, weeds and vegetation or to trim or prune any hedge or other planting that, in the opinion of the Architectural Control Committee, is detrimental to adjoining property or is unattractive in appearance. The Association, upon like notice and conditions, is authorized to care for vacant or unimproved property, all to 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, shall become a lien upon the property affected, equal in priority to the lien provided for in Article V hereof.

SECTION 2. PROVISIONS APPLICABLE TO ORIGINAL LOTS: All Lots of Park Charles South Plat I, and any other lots which are specifically made subject to this section, shall be subject to the following use provisions:

(a) LAND USE: None of said Lots shall be improved, used or occupied for other than private residential purposes, 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, without written consent of the Architectural Control Committee.

(c) MINIMUM SIZE REQUIREMENTS: Each single-story residence shall contain a minimum of 1,200 square feet of enclosed floor area. Any residence of two levels above ground level shall contain a minimum of 900 square feet of enclosed floor area on the first level

above ground level, and an overall minimum of 1,800 square feet of enclosed floor area in the two levels above ground level. Any residence of a level or part of a level below ground level shall contain an overall minimum of 1,200 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 in basements, garages, carports, porches or attics.

(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 seven (7) 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 in writing of the Architectural Control Committee. Bay windows, cornices and vestibules may extend not more than two (2) feet beyond any such building line and unenclosed porches may project not more than six (6) feet beyond the front building line.

(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.

(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. ADOPTION OF ADDITIONAL RESTRICTIONS: The restrictions contained in this Article VII shall not apply to any property subsequently added to Park Charles South unless the instrument adding said property, or any other instrument in writing, specifically makes applicable to such property so added the restrictions above set forth in this Article VII or any portion thereof. In lieu of the restrictions set forth in this Article VII, other restrictions may be adopted by instrument in writing for any property so added to Park Charles South.

ARTICLE VIII

EASEMENTS

SECTION 1. UTILITY EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved

as shown on any recorded plat for Park Charles South. Such easements shall include the right of ingress and egress for construction and maintenance purposes. No structure, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels, or which in any other manner obstruct the use for which the easements are reserved.

SECTION 2. EASEMENT FOR INSTALLATION OF POST LAMPS: There shall be and is hereby reserved to the Developer a perpetual and non-exclusive 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 Park Charles South.

SECTION 3. EASEMENT FOR LANDSCAPING AND RELATED PURPOSES: There shall be and is hereby reserved to the Developer a perpetual and non-exclusive 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 4. CONTEXT: As used in this article, the term "Lot" shall be deemed to include all parcels or property which are part of Park Charles South.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. AMENDMENTS: The covenants and restrictions of this Declaration shall be subject to amendment at any time upon approval of such amendment in writing by two-thirds (2/3) of the members of each class of the Association, provided:

(a) Any amendment of restrictions applicable to only certain lots or property in Park Charles South or to certain specified usages shall be valid only if approved in writing by two-thirds (2/3) of the Owners of property thereby directly affected.

(b) Amendments relating to the governance of Limited Common Property as referred to in Section 4 of Article IV hereof shall be made as provided in the governing instrument, or if no provision for amendment is specifically made in such instrument, then such amendment may be effected upon written approval of two-thirds (2/3) of the Owners of property entitled to the use of such Limited Common Property.

SECTION 2. 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 and 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 or Living Units has been recorded, agreeing to cancel said covenants.

SECTION 3. NOTICES: Any notice required 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.

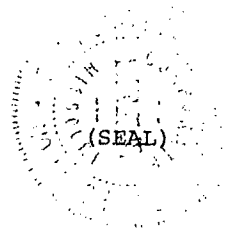
SECTION 4. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien 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 5. 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.

IN TESTIMONY WHEREOF, Developer has caused this Declaration to be executed by its President and its corporate seal affixed, upon authority of its Board of Directors, the day and year first above written.

COMMUNITY SAVINGS SERVICE CORPORATION

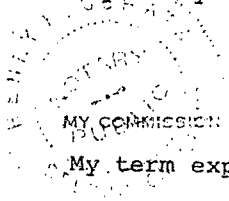
By: John H. Armbruster
John H. Armbruster,
President



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

On this 4TH day of FEBRUARY, 1975, before me appeared John H. Armbruster, to me personally known, who, being by me duly sworn, did say that he is the President of COMMUNITY SAVINGS SERVICE CORPORATION, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said John H. Armbruster acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Henry K. Schatz
Notary Public
HENRY K. SCHATZ

My term expires:

197-1170

PARK CHARLES SOUTH PLAT 2

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 4th day of FEBRUARY, 1975, by COMMUNITY SAVINGS SERVICE CORPORATION, a Missouri corporation, hereinafter called "Developer", WITNESSETH THAT:

WHEREAS, Developer is the owner of real property described in Article II of this Declaration, and desires to create thereon a residential community and, to this end, desires to subject said real property to the covenants, restrictions, easements and liens herein, all for the benefit of said property and all future owners thereof; and

WHEREAS, for the preservation of values and for the benefit of said property and all future owners thereof, Developer intends to cause The Park Charles, Plat Two, Association, a Missouri not-for-profit corporation, to be organized to administer and enforce certain of the covenants and restrictions herein.

NOW, THEREFORE, Developer declares that the real property described in Article II 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, shall have the following meanings:

(a) "Association" shall mean The Park Charles, Plat Two, Association, a not-for-profit corporation.

(b) "The Property" shall mean the property described in Article II and any additions hereafter made thereto.

(c) "Lot" shall mean any plot of land shown on the recorded subdivision plat of any portion of The Property except for streets.

(d) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot.

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 situated in St. Charles County, Missouri, and described as follows:

PARK CHARLES SOUTH PLAT 2DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 4th day of FEBRUARY 1975, by COMMUNITY SAVINGS SERVICE CORPORATION, a Missouri corporation, hereinafter called "Developer", WITNESSETH THAT:

WHEREAS, Developer is the owner of real property described in Article II of this Declaration, and desires to create thereon a residential community and, to this end, desires to subject said real property to the covenants, restrictions, easements and liens herein, all for the benefit of said property and all future owners thereof; and

WHEREAS, for the preservation of values and for the benefit of said property and all future owners thereof, Developer intends to cause The Park Charles, Plat Two, Association, a Missouri not-for-profit corporation, to be organized to administer and enforce certain of the covenants and restrictions herein.

NOW, THEREFORE, Developer declares that the real property described in Article II 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.

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(b) "The Property" shall mean the property described in Article II and any additions hereafter made thereto.

(c) "Lot" shall mean any plot of land shown on the recorded subdivision plat of any portion of The Property except for streets.

(d) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot.

ARTICLE IIPROPERTY 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 situated in St. Charles County, Missouri, and described as follows:

Park Charles South Plat Two according to the Plat thereof recorded in Plat Book 19 Page 16 of the St. Charles County Recorder's Office, EXCEPTING therefrom Tract "C".

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Each person or entity who is a record owner in fee of any Lot in The Property shall be a member of the Association.

SECTION 2. VOTING RIGHTS: The Association shall have the following two classes of voting membership:

CLASS A: Each Owner, other than Developer, shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot 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.

CLASS B: Developer shall be the Class B member and shall be entitled to two times the number of votes to which all Class A members are entitled until the sale of all lots of The Property, or December 31, 1985, whichever occurs first. From and after the happening of either event, the Class B member shall be deemed to be a Class A member, entitled to one vote for each Lot it then owns.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. COMPOSITION: Until December 31, 1985, or until Developer has sold all Lots in The Property, whichever is first to occur, the Architectural Control Committee shall consist of three (3) individuals appointed by Developer. After the happening of the first of either such event, the Architectural Control Committee shall be composed of three Owners appointed by the Board of Directors of the Association.

SECTION 2. REVIEW BY COMMITTEE: No residential building, fence, wall or other structure shall be commenced, erected or maintained upon The Property, 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 Architectural Control Committee. Failure to approve or disapprove any such plan within thirty (30) days after submission shall be deemed to be approval.

ARTICLE V
RESTRICTIONS

SECTION 1. GENERAL PROVISIONS: The Property 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.
- (c) NUISANCES: No noxious or offensive activity shall be carried on upon any portion of The Property 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.
- (d) GRADES: Within any slope control area established by 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 of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.
- (e) FENCES: No fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot unless approved by the Architectural Control Committee.
- (f) NO COMMERCIAL ACTIVITIES: No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit 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, shall be brought onto or kept on The Property; and no more than two (2) dogs, cats, or other such pets may be kept or maintained on any Lot.
- (h) PARKING OF MOTOR VEHICLES, BOATS AND TRAILERS: No trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers 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. This prohibition shall not apply to temporary parking of trailers, trucks and commercial vehicles during construction and for pickup, delivery or 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 or 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) 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.

(l) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

(m) SIGNS: No signs, advertisements, billboards or advertising structures of any kind may be maintained on any Lot, except that, one advertising sign not more than five (5) feet square may be placed on any Lot for the exclusive purpose of advertising the same for sale or lease.

(n) DUMPING OF RUBBISH: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

(o) CARE AND APPEARANCE OF PREMISES: The Structures on and surface of 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, cut grass, weeds and vegetation or to trim or prune any hedge or other planting that, in the opinion of the Architectural Control Committee, is detrimental to adjoining property or is unattractive in appearance. The Association, upon like notice and conditions, is authorized to care for vacant or unimproved property, all to 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, shall become a lien upon the property affected.

SECTION 2. PROVISIONS APPLICABLE TO LOTS: All Lots shall be subject to the following use provisions:

(a) LAND USE: None of said Lots shall be improved, used or occupied for other than private residential purposes, 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, without written consent of the Architectural Control Committee.

(c) MINIMUM SIZE REQUIREMENTS: Each single-story residence shall contain a minimum of 1,000 square feet of enclosed floor area. Any residence of two levels above ground level shall contain a minimum of 860 square feet of enclosed floor area on the first level above ground level, and an overall minimum of 1,500 square feet of enclosed floor area in the two levels above ground level. Any residence of a level or part of a level below ground level shall contain an overall minimum of 1,200 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 in basements, garages, carports, porches or attics.

(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 seven (7) 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 in writing of the Architectural Control Committee. Bay windows, cornices and vestibules may extend not more than two (2) feet beyond any such building line and unenclosed porches may project not more than six (6) feet beyond the front building line.

(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.

(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.

ARTICLE VI

EASEMENTS

SECTION 1. UTILITY EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any recorded plat for The Property. Such easements shall include the right of ingress and egress for construction and maintenance purposes. No structure, planting or other material shall be placed or permitted to remain within these easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels, or which in any other manner obstruct the use for which the easements are reserved.

SECTION 2. EASEMENT FOR INSTALLATION OF POST LAMPS: There shall be and is hereby reserved to the Developer a perpetual and non-exclusive 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 residence situate upon The Property.

SECTION 3. EASEMENT FOR LANDSCAPING AND RELATED PURPOSES: There shall be and is hereby reserved to the Developer a perpetual and non-exclusive easement over all Lots 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 4. 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 VII

GENERAL PROVISIONS

SECTION 1. AMENDMENTS: The covenants and restrictions of this Declaration shall be subject to amendment at any time upon approval of such amendment in writing by two-thirds (2/3) of the members of each class of the Association.

SECTION 2. 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 and 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 or Living Units has been recorded, agreeing to cancel said covenants.

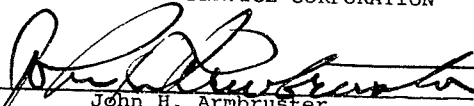
SECTION 3. NOTICES: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

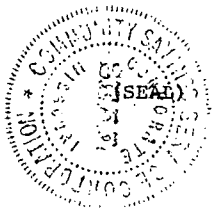
SECTION 4. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien 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 5. 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.

IN TESTIMONY WHEREOF, Developer has caused this Declaration to be executed by its President and its corporate seal affixed, upon authority of its Board of Directors, the day and year first above written.

COMMUNITY SAVINGS SERVICE CORPORATION

By: 
John H. Armbruster,
President



(3)

BOOK 697 PAGE 1178

ADOPTION OF COVENANTS AND RESTRICTIONS
FOR PARK CHARLES SOUTH PLAT 3

THIS DECLARATION, made and entered into this 14 day
of FEBRUARY, 1975, by COMMUNITY FEDERAL SERVICE
CORPORATION, a Missouri corporation, hereinafter called "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of the following described
property, which property is hereinafter referred to as "Subject
Property", situated in the County of St. Charles, State of Missouri,
to-wit:

Park Charles South Plat 3 according to the Plat
thereof recorded in Plat Book 19, Pages 17 and 18
of the St. Charles County Recorder's Office, EXCEPTING
therefrom Tract D and Lots 116, 117, 118 and 119;

and

WHEREAS, Developer desires to subject said property to the
provisions of the Park Charles South Declaration of Covenants
and Restrictions as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the
covenants and agreements herein contained, it is agreed as
follows:

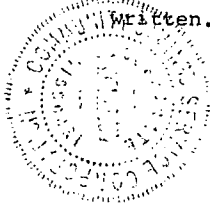
1. Developer hereby adopts by reference the provisions of
the "Park Charles South Declaration of Covenants and Restrictions",
heretofore recorded in Book 697, Page 1159 of the St. Charles
County Recorder's Office, as conditions, restrictions and covenants
running with the land for Subject Property, which shall pertain
to Subject Property as if fully set forth herein.

2. Developer specifically adopts for Subject Property all
restrictions contained in Article VII of said Park Charles South
Declaration of Covenants and Restrictions including those restric-
tions set forth in Section 2 of said Article VII for the original
lots.

3. This instrument shall be binding upon the successors
and assigns of Developer and shall run with the land hereby affected.

IN WITNESS WHEREOF, Developer has caused these presents to
be executed by its Vice President, and its corporate seal affixed,

attested by its Secretary, as of the day and year first above written.



COMMUNITY FEDERAL SERVICE CORPORATION

By: Thomas C. Harby
Vice President

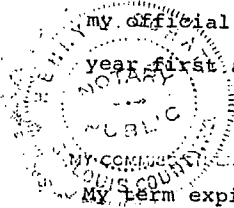
ATTEST:

Lucretia Dill
Secretary

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

On this 4TH day of FEBRUARY, 1975, before me appeared Thomas C. Harby, to me personally known, who, being by me duly sworn, did say that he is the Vice President of COMMUNITY FEDERAL SERVICE CORPORATION, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Thomas C. Harby acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Henry K. Schatz
Notary Public
HENRY K. SCHATZ