

RECORDED 3/28/05  
DOCUMENT # 050015674

**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

lot, said advertising board to be not more than five (5) square feet in size and used for the sole and exclusive purpose of advertising for sale or lease of the lot or tract on which it is erected.

16. No lot shall be leased, subleased or re-subdivided, nor shall a fractional part of any lot be conveyed without the consent of the Board of Governors. This provision shall not, however, require the consent of the Board of Governors for the sale of an entire lot as shown on the recorded plat.

17. No disabled or infrequently used vehicles shall be parked in the streets of ECHO LAKE. No vehicles of any nature shall be parked in the streets of ECHO LAKE if there is sufficient room in the driveways appurtenant to the residence for the parking of such vehicles. No unlicensed vehicle shall be permitted on any part of lot unless it is housed in a garage or storage building. No open sheds shall be allowed on any lot unless approved by the Board of Governors.

18. The Grantor, its successors and assigns, the Board of Governors and any lot owner or any person having right, title or interest in and to any lot in said subdivision, shall have the right to prevent or stop violation of any section of the written and foregoing restrictions and provisions by injunction or other lawful procedure and to recover for any damages suffered and awarded as a result of such violation. In addition to other damages and relief provided by law, the Grantor and the Board of Governors shall have the right to recover their attorney's fees and costs in any action to prevent or stop violation of any section of the Restrictions and Indenture.

### **ENFORCEMENT**

It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, or any one of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant or having a legally recognizable interest in said lane (by lien, mortgage, deed of trust or contract or option for purchase), for the said Board of Governors in behalf of or for the benefit of themselves aforesaid, or for any or either of them, to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission. It is hereby declared and provide that while the covenants aforesaid shall be valid and binding, and must be observed, kept and performed by every

owner and occupant of said parcels of land, or any part thereof, embraced in such covenant or covenants, yet they are not to be enforced personally against the Party of the First Part or against their heirs, executors, administrators and assigns, unless it, while owning or occupying or controlling some parcel of land or part thereof, shall have violated or failed to perform the covenant embracing such parcel or part thereof. It is hereby declared to be that each of the covenants and restrictions herein contained shall attach to and remain with each parcel of land in said area and with all titles, interest and estates in same, and be binding upon every owner or owners, lessees and their occupants, or any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

The restrictions herein contained and the provision of this indenture are to be considered independently, and in the event any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions and provisions of the indenture shall not be thereby impaired or affected.

### **DURATION, AMENDMENTS, MODIFICATIONS**

All the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for fifty (50) years from the date of the indenture and shall, as then in force, be continued automatically without further notice, for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of any of said periods, notice is given to the Board of Governors by at least Seventy-Five percent (75%) of the owners of the lots then platted of their intention to terminate this indenture, in which event same shall be terminated and ended at the end of such period.

These Restrictions and Indentures may be modified, amended, changed or portions thereof eliminated with the written consent of two-thirds (2/3) of the owners of the lots of the land subject hereto, subject to the approval of a majority of the then Board of Governors.

### **1** **CREATION OF THE ECHO LAKE** **HOME OWNERS ASSOCIATION**

All of the present and future lot owners or home owners in all lands as are now or shall be in the future subject to this indenture, shall, as a group, hereby be established and hereby be known as the "ECHO LAKE HOME OWNERS' ASSOCIATION", and such lot



owners or home owners, shall have all of the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

//  
**SELECTION OF BOARD OF GOVERNORS**  
**MEETING OF LOT OWNERS**

There shall be three (3) members of the Board of Governors hereunder, same being at the date of the execution of this instrument the Second Parties hereto. During the period of service of said Second Parties as members of the Board of Governors as provided herein, one or more of same shall be subject to removal by Party of the First Part with or without cause, and the Party of the First Part shall have the exclusive right to designate the successor to such removed member for this unexpired period of service as provided for hereunder. Should any of Second Parties, or their appointed successors as described above, die, resign, or cease to hold the office as above set out or decline to act or become incompetent or unable for any reason to discharge the duties or avail of or exercise the rights and powers hereby granted or bestowed upon them as members of the Board of Governors under this indenture, then and thereupon, the Party of the First Part shall have the exclusive right to designate the successor thereto for his unexpired period of service as provided hereunder.

After the Party of the First Part has sold and conveyed half (½) of all of the lots plotted in ECHO LAKE, a new Board of Governors shall be elected. Said election shall occur at the annual meeting following the conveyance by Grantor of 51% of the lots. At such meeting, three members of the Board of Governors shall be elected under a procedure of cumulative voting. The electee receiving the greatest number of votes shall serve for three (3) years, the electee receiving the second greatest number of votes shall serve for two (2) years, and the electee receiving the third greatest number of votes shall serve for one (1) year. It is the intention of this instrument that following the resignation of the original Parties of the Second Part that the terms of the three (3) members of the Board of Governors be staggered so that one member of the Board shall be elected at each annual meeting of the lot owners. Thereafter the term of each member of the Board of Governors shall be three (3) years.

Following the annual meeting of the lot owners as provided for herein, the Board of Governors shall designate one of its members to serve as Chairman of the Board and one member to serve as Secretary of the Board until the time of the next annual meeting. There shall be an annual meeting of said lot owners to be held on the fourth Saturday of January of each year during the term of this instrument, said meeting to be held at a convenient place in the County of Jefferson, and there may be special meetings of said lot owners as may be called by any one member of the aforementioned Board of Governors, also to be held at a convenient place in the County of Jefferson. Then ten (10) days notice

in writing to the owner of each lot of the time and place of any annual or special meeting shall be given by depositing same in the United States mail, properly addressed and with postage prepaid. The successor to the elected member of the Board whose term expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall collectively be entitled to one (1) vote for each lot, which vote may be cast in person or by proxy. The person or persons receiving the majority of votes or ballots cast shall be deemed elected and shall, upon his or her acceptance in writing, at once and by force of this indenture imposed, succeed to be vested with, possess and enjoy as a joint tenant but not as a tenant in common, with the remaining members of the Board of Governors, all of the estate, right, interest, privileges and powers by this indenture granted to his or their predecessors. Any lot owner who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for above. In the event that anyone of the three (3) elected members of the Board of Governors duly elected hereunder, shall die or cease to reside in the land subject to this instrument, or become incompetent for whatever reason to discharge the duties or avail himself of or exercise the rights and powers herein granted or bestowed upon him or them as members of the Board of Governors under this indenture, then and thereupon, it shall be the duty of the remaining members of said Board to select a successor to fill the unexpired term of such deceased or incompetent member. Any business relevant or pertinent to the affairs of the subdivision may and shall be transacted at any annual or special meeting described above.

All members of the Board of Governors, except Second Parties and their appointed successors as described above, shall be residents of the land subject to this instrument.

"Robert's Rules of Order" shall govern proceedings at all meetings of the lot owners and the Board of Governors hereunder. All actions of the lot owners and of the Board of Governors at annual or special meetings shall be by a majority of votes cast at such meetings.

A majority of the Board of Governors shall constitute a quorum at any meeting thereof.

### **III** **RESERVATION OF EXPENDITURES**

The Party of the First Part reserves the right to receive and retain any money or consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by it for joint main sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, engineering fees and consolation fees with respect to any subdivision or land which is now or may in the future be made subject hereto.

**IV**  
**THE BOARD OF GOVERNORS**

The Party of the First Part hereby vests the Board of Governors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities with respect to all of the land which is now or which may in the future be made subject hereto under the terms and provisions hereof:

A. To exercise such control over the easements which are now or in the future to be dedicated to public bodies and agencies, public utilities or others furnishing common services to occupants of the land subject hereto, as is necessary to maintain, supervise, and insure the proper use of said easements by the necessary public utilities, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, sewers, pipes, poles, wires and other facilities and public utilities for service to the lots shown on said plat.

B. To abandon any easement or portion thereof by executing and recording a proper instrument in the Office of the Recorder of Deeds of Jefferson County, Missouri; but such easement or portion thereof may be abandoned only when all members of the Board of Governors unanimously agree that it is in the best interest of the subdivision that same be abandoned.

C. To prevent in their own names as the Board of Governors, any infringement and to compel the performance of any restriction set out in this indenture or established by law. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the Board of Governors is intended to be discretionary and not mandatory.

D. To clear rubbish and debris and remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expense so incurred. The Board of Governors or their officers, agents or employees shall not be deemed guilty or liable for any manner of trespass for any such injury, abatement, removal or planting.

E. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings or outbuildings, proposed for erection on said lots, proposed additions to such buildings or alterations, in the external appearance of the buildings already constructed, it being provided that no building, fence, detached building, outbuilding, shed or other structure may be erected or structurally altered on any of said lots unless there shall be first had, the written approval of a majority

of the Board of Governors to the plans and specifications therefor and to the grade proposed therefor.

F. To require a reasonable deposit in connection with the proposed erection of any building, fence, detached building, outbuilding or other structure on any of said lots in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent lots and any and all damage to subdivision improvements shall be repaired. In addition thereto, to require the posting of a \$1,000 road bond before commencing construction which requires the transportation of heavy equipment or machinery upon the roads and driveways of the subdivision. Said bond to be retained by the Board of Governors in a separate non-interest bearing Road Bond Fund, the same to be applied by the Board of Governors to remedy and repair any damages to streets or driveways as may be occasioned by the movement or transportation of heavy vehicles and equipment. Any unapplied bond amounts shall be refunded to the depositor within sixty (60) days of the completion of the improvement for which the bond was deposited, less amounts retained to cover damage.

G. To established and fix minimum costs which shall apply to building and structures which may be erected on said lots as the Board of Governors deem necessary and desirable in order to maintain a high character of the buildings and structures which may be erected on said lot. Minimum costs so established and affected shall at all times be subject to revision or abandonment at the discretion of the Board of Governors in order to provide that the buildings and structures which may be erected on said lots shall be fairly uniform in character irrespective of cost or other circumstances.

H. The Board of Governors may receive, hold, convey, dispose of and administer IN TRUST for any purpose mentioned, in this indenture any gift, grant, conveyance or donation of money or real or personal property.

I. The Board of Governors in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants, clerks, other employees and labor as they deem necessary or advisable; and to institute and prosecute such suits as they deem necessary or advisable, and defend suits brought against them individually or collectively in their capacity as Board of Governors.

J. At the discretion of the Board of Governors, in the interest of the health, welfare, safety and morals of the lot owners and home owners of the land now or in the future subject to this indenture, and provided that same is not prohibited by law or Federal, State, County or Municipal regulation, said Board of Governors shall have the right and power:

(1) To provide lights on streets, parks, gateways, entrances, common property, and other public or semi-public places; to erect and maintain signs for the marking of streets; to repair, oil, maintain, repave and reconstruct paved streets or roads, lanes and pedestrian ways and to clear streets, gutters, sidewalks, and pedestrian ways; to provide for the plowing and removal of snow and ice from sidewalks and streets; to plant, care for, maintain, spray, trim and protect trees, shrubbery and vegetation on streets, public property, common property, and elsewhere in the interest of health, welfare, safety and morals within the land subject hereto:

(2) To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage:

K. The right and power to establish, operate, conduct, regulate, maintain, repair, add to or reduce such community center property, buildings, and facilities as may exist or be established on the land subject hereto; to make rules and regulations, not inconsistent with the law and this indenture, for the use and operation thereof and in every and all respects govern the operation, functioning and government thereof.

L. The Board of Governors and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several lots and parcels of land in the subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to the provisions of this instrument:

(1) All of the lots in ECHO LAKE (whether original lots or added by subsequent Declaration) shall bear assessments from and after the date when such lot is conveyed by Grantor. Provided, however, that all lots shall bear assessment (whether sold by Grantor or still retained by Grantor), at such time as Grantor holds title to less than 50% of the lots then platted and comprising ECHO LAKE. Lots shall be subject to assessment as follows:

The Board of Governors shall make an initial annual assessment of Two Hundred Fifty (\$250) per lot and thereafter shall have the right to make uniform assessment for the purpose of carrying out the general duties and powers of the Board of Governors as therein described and for the further purpose of enabling the Board of Governors to defend and enforce restrictions, adequately to maintain and operate community centers, parks, paths, easements, sewers, utilities, parking spaces and trees on common property and to dispose of garbage or rubbish or otherwise properly protect the health, safety and general welfare of the property owners and to perform any of their duties or rights hereunder, except as expressly limited hereunder.

(2) If at any time the Board of Governors shall consider it necessary to make any expenditure requiring an assessment additional to the assessment above provided, they shall submit in writing to the owners of lots for approval an outline of the plan for the project contemplated and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated be approved, by the majority of those lot owners of those lots represented at a meeting of the lot owners duly called and held in the manner provided with reference to the election of members of the Board of Governors, or by the written consent of the owners of a majority of the then-platted lots, the Board of Governors shall be authorized to levy such additional assessments.

(3) All assessments, either general or special, made by the Board of Governors for the purposes herein above enumerated shall be made in the manner and subject to the following procedures, to-wit:

(a) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title to each lot and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.

(b) Every assessment shall become due and payable within thirty (30) days after notice is given as herein above provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until any and all unpaid amounts are fully paid. At any time after the assessment becomes delinquent, the Board of Governors may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the Recorder's Office in the County of Jefferson, State of Missouri, and the Board of Governors may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Board of Governors shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments. All such notices of the levy of assessment shall constitute liens against the lots for which such assessments were made.

All fees and expenses incidental to the filing of Liens or other assessments shall be incorporated into the assessments due and payable and shall become part of the Lien for unpaid assessments.

(c) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing or which may hereafter exist, are hereby referred to and made a part of this instrument.

(d) Except as may be reduced by action of the Board of Governors, all regular assessments shall be automatically levied, without the necessity of a resolution by the Board of Governors. No special assessment shall be made except upon resolution duly adopted by a majority of the Board of Governors at a meeting of the Board of Governors, which resolution shall be incorporated into and made a part of the minutes of said meeting. Minutes shall be kept of all Board of Governors Meetings.

(e) The lien or liens for assessment hereunder shall be subordinate and junior to any first mortgage or deed of trust of record insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or the State of Missouri, and to any other bona fide first mortgage or deed of trust if given for a valid consideration and if not placed on record for the purpose of defeating creditors and of evading the assessments provided for herein; provided, however, that the terms and provisions shall be and remain fully applicable to all of the land subject hereto after foreclosure of any deed of trust or mortgage and any and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequently to such foreclosure.

(4) The Board of Governors shall have the full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by said Board of Governors to:

(a) Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Board of Governors' power and duties hereunder including the construction of improvements.

(b) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(c) To borrow money on same; encumber and hypothecate same; make and execute promissory notes and incur liabilities and

obligations secured by deed of trust, mortgage, lien or encumbrance on same;

(d) To make all types of permanent, temporary, construction or other loans;

(e) To use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this instrument.

M. The Board of Governors shall deposit the funds coming into their hands, as the Board of Governors, in a State or National Bank, protected by the Federal Deposit Insurance Corporation, at the best banking rate obtainable. The Board of Governors shall designate one of their members as "Treasurer" of the subdivision funds collected under this instrument and such funds shall be placed in the custody and control of such Treasurer. The Treasurer shall be bonded for the proper performance of his duties in an amount to be fixed by the majority of the Board of Governors.

N. All rights, duties, powers, privileges and acts of every nature and description which said Board of Governors might execute or exercise under the terms of this indenture may be executed or exercised by a majority of said Board of Governors unless otherwise provided in this indenture. Members of the Board of Governors shall not be personally liable for their acts in the performance of their duties, save for dishonesty or acts criminal in nature.

O. Legal fees and other expenses: Notwithstanding anything contained herein, in the event the Board of Governors incurs legal expenses or other costs for the collection of assessments, the filing of Liens or for enforcing any provision of these Restrictions, all of said legal fees, costs and expenses shall be assessed against the lot owner and may be asserted as a Lien against said lot.

The addition of any lots to Echo Lake shall entitle such lots to access to the street system, utilities and common ground. Lot owners in the original subdivision shall have a reciprocal right of use of the utilities, streets and common ground in any new or additional phases. Grantor shall have a right to continue construction through existing phases, into any new phases of the development.

Any provision in these Restrictions which make reference to rights held by the Grantor while Grantor continues to own a lot or lots in the subdivision shall be construed to include lots in any additional phase, if new phases are added. Such provision shall then be interpreted to preserve Grantor's rights in the event Grantor has any unsold lot in the newly configured development.



Any reference to a "majority of lots" or a percentage of lots shall refer to the totality of lots as exist following the addition of new lots to the development.

Notwithstanding anything contained herein, the Grantor shall not be required to add additional phases or lots if, in the opinion of Grantor, the addition of new property is not economical or appropriate.

P. Assignment of Rights: Grantor shall have the right to assign its rights and privileges under these Restrictions in a written recorded document evidencing such transfer.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto executed this indenture the day and year first above written.

ATTEST:

Echo Lake, L.L.C.  
P. O. BOX 2  
CEDAR HILL, MO 63016

By: Roy H. Baumgarth  
Roy H. Baumgarth  
Member

By: Bill Williams  
Bill Williams  
Managing Agent

PARTY OF THE FIRST PART

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF JEFFERSON )

On this 25<sup>TH</sup> day of MARCH, 2005, before me personally appeared Bill Williams, to me previously known, who being by me duly sworn, did say that he is the Managing Agent of ECHO LAKE, L.L.C., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is sealed in behalf of said corporation by authority of its Board of Directors, and said Bill Williams acknowledge 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.

*Janet Leister*  
NOTARY PUBLIC

My term expires: 9/2/05

