

DEED OF DEDICATION, RESTRICTIONS AND PROTECTIVE COVENANTS

*Enw-
Return to Hanover Land Co
3733 S. Lewis Rd
St. Charles, Mo. 63303*

FOR

HANOVER MANOR PLATS 1, 2, 3 AND 4

A SUBDIVISION IN THE

COUNTY OF ST. CHARLES, MISSOURI

HANOVER LAND CO., a Joint Venture, owner of "HANOVER MANOR", a subdivision in the County of St. Charles, as shown and designated on a plat of said subdivision in the Recorder's Office of St. Charles County, Missouri, in Plat Book 24, Pages 66 + 67, acknowledges that as owner of said subdivision, it hereby dedicates for perpetual public use all streets and roadways and all roundings and intersections thereof designated upon and as shown and indicated on the plat of said subdivision. The easements shown on said plat are hereby dedicated to the City of St. Charles, Missouri, its successors and assigns, for the purpose of installing and maintaining public utilities, cable television lines, electric, gas, telephone, and for sewer and drainage purposes. The building lines as shown and indicated on the recorded plat of said subdivision are hereby established.

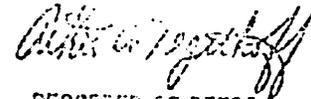
All lots in said subdivision (except as hereinabove set forth) shall be subject to the following restrictions and

STATE OF MISSOURI
COUNTY OF ST. CHARLES
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protective covenants, to-wit:

A-1 LAND USE AND BUILDING TYPE:


RECORDED OF DEEDS

(a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not be more than two (2) levels, above ground, with an attached private garage for not less than two (2) motor vehicles.

(b) No carport or outbuildings customarily used as a storage space shall be permitted upon any lot.

(c) Garage sales for a commercial or business purpose shall not be permitted.

(d) No radio towers, antennas, aerials, dishes or other similar devices or installations designed or used for the transmission of radio waves or signals from space shall be permitted upon any lot other than the usual and customary antenna, aerial or other similar device or installation, (not including dishes) used for reception of signals in connection with an instrument or device usually and customarily known as a television receiver.

(e) No above ground swimming pools shall be permitted upon any lot.

A-2 ARCHITECTURAL CONTROL:

(a) No building, structure, addition, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location and structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Rear yards only may be fenced and where chain link fencing is used it shall be no higher than 42". All fences shall be constructed on the lot line and shall be no farther forward than the most rear portion of house along either side of lot. Said building or structure shall be located at such place or places where, in the opinion of the Architectural Control Committee the location and the design of such proposed structure will not detract materially from the appearance and the value of the other properties. Construction plans, finish floor elevations, and a complete set of prints with front, rear and side elevations, shall be submitted to the Architectural Control Committee at least thirty (30) days before construction of any aforesaid improvement is commenced.

A-3 DWELLING SIZE:

(a) A dwelling of the design commonly referred to or known as a one story dwelling shall have a first floor area, exclusive of that portion

encompassed within an attached garage, of not less than 1400 square feet.

(b) A dwelling of the design commonly referred to or known as split-foyer, shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than 1050 square feet.

(c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than 1100 square feet.

(d) A dwelling of the design of more than one story (except dwellings of the design commonly referred to or known as split-level or split-foyer) shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than 950 square feet.

A-4 DWELLING LOCATION:

(a) No dwelling, including an attached garage, shall be located on any lot closer to the front lot line nor closer to the side street than the minimum building setback lines shown on the recorded plat.

(b) No dwelling, including an attached garage, shall be located closer than 7 feet to an interior lot line.

(c) The depth of the rear yard shall be at least thirty (30%) percent of the depth of the lot but such depth need not be more than 30 feet. With exceptions of corner lots which shall be at discretion of Architectural Control Committee.

(d) For the purpose of the covenants contained in this paragraph A-4, eaves, steps and open porches shall not be considered as part of the dwelling or attached garage, provided, however, that this shall not be construed to permit any portion of a dwelling or attached garage on a lot to encroach upon another lot.

A-5 LOT AREA:

(a) No lot shall be resubdivided without the approval of the Architectural Control Committee and where approval is granted no building lot shall be less than a width of eighty (80) feet at the building line. In the event that any person or persons shall own two or more adjoining lots, such owner or owners shall be considered to have complied with the side yard restrictions in this deed set out so long as any residential building, garage or carport erected or maintained by such lot owner or owners be not closer than 7 feet to the side building lot line of any such lot.

A-6 NUISANCES:

(a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-7 SIGNS:

(a) No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 8 square feet advertising the property for sale, or signs used by a builder or developer to advertise the property

during the construction and sales period.

A-8 LIVESTOCK AND POULTRY:

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No dog, cat or other household pet shall be permitted by a lot owner to be off the lot of the owner unless on a leash controlled by some person physically able to prevent the dog, cat or other household pet from escaping.

A-9 GARBAGE AND REFUSE DISPOSAL:

(a) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

A-10 SEWAGE DISPOSAL AND TEMPORARY STRUCTURES:

(a) All water and sewerage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the subdivision and no structure of a temporary nature, house trailer, tent or shack shall be placed, erected or maintained upon any lot, except that any such structure customarily used by a builder may be erected or maintained by a builder during the construction period only. No basement erected or maintained upon any lot shall be used,

temporarily or permanently, as a place of residence.

A-11 SIGHT DISTANCE AT INTERSECTIONS:

(a) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-12 BUILDING MATERIALS:

(a) The outside exterior walls of all structures shall be constructed of either wood (including exterior hardboard) siding, brick, rock or stone, sightly and of good workmanship, and if the exterior be of wood or hardboard siding, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not permitted without first having obtained the written and recorded consent of the Architectural Control Committee, or its successors. All outside exterior walls of any structures shall be completely finished within ninety (90) days after the footing or foundation of any structure has been completed.

A-13 FUEL TANKS:

(a) No tank, bottle or container for the storage of fuel shall be erected, placed or permitted above the surface level of any lot.

A-14 PRIVATE DRIVEWAYS:

(a) All private driveways leading from streets to any garage on any lot shall be paved with concrete, installed and constructed according to generally accepted engineering principles and procedures.

A-15 CARE AND APPEARANCE OF PREMISES:

(a) 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.

A-16 MOTOR VEHICLE RESTRICTIONS:

(a) No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, RV's or similar vehicles shall be parked on the streets of said subdivision

more than one (1) hour between the hours of 5:00 o'clock P. M. of one day to 8:00 o'clock A.M. of the following day. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, RV's or any other similar vehicles, shall be parked or permitted to remain on any lot in said subdivision unless such vehicles are garaged in an enclosed garage.

PART B - ARCHITECTURAL CONTROL COMMITTEE:

B-1 MEMBERSHIP:

(a) There is hereby created an Architectural Control Committee composed of Vance E. Hollrah, Roger A. Hollrah, Donald O. Hollrah, and Gerald E. Hollrah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. After single family residences have been constructed on 90% of lots within the subdivision, the Home Owners Association shall assume Architectural Control of the subdivision.

B-2 PROCEDURE:

(a) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C - GENERAL PROVISIONS:**C-1 TERM:**

(a) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of seventy-five (75%) percent of the lots agreeing to any such change, has been recorded.

C-2 ENFORCEMENT:

(a) Any person or persons violating or attempting to violate

any covenant, restriction, condition or limitation contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damage therefore; any failure to enforce any covenant, restriction or limitation contained herein shall not act as nor constitute a waiver of any subsequent breach thereof.

C-3

(a) All owners of lots within the subdivision shall be members of the Home Owners Association and shall be subject to its Bylaws, rules and regulations and assessments.

C-4 SEVERABILITY:

(a) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, HANOVER LAND CO., a Joint Venture, has executed these presents this 30TH day of JANUARY, 1985.

HANOVER LAND CO., a Joint Venture

Vance E. Hollrah
Vance E. Hollrah

