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AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1109

This document is an Amendment to the Declaration of Covenants, Conditions, and Restrictions of Spring Gardens. The original Declaration was filed with the Recorder of Deeds of St. Charles County on July 3, 1996, at Book 1853, Pages 1695 through 1710. This Amendment to the Declaration has been properly amended and restated pursuant to Paragraph XI-C in that this document has been executed by not less than sixty-five percent (65%) of the owners in Spring Gardens.

WITNESSETH:

65286

WHEREAS, the Developer has finished the development, and

WHEREAS, all Units have been sold by the Developer to individual owners, and

WHEREAS, the Developer has turned Spring Gardens over to the Association,  
and

WHEREAS, the Owners and Association desire to file this amendment on certain real property located in the City of St. Charles, County of St. Charles, State of Missouri, which is more particularly described as follows:

Spring Gardens-Planned Unit Development (P.U.D.), according to the plat thereof recorded in Plat Book 33, page 121.

NOW, THEREFORE, the Owners hereby declare the following:

The properties described in this Declaration shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions which:

1. are for the purpose of protecting and enhancing the value and desirability of the above-described properties
2. shall run with and encumber the real property above described in any additions thereto
3. shall be binding on all parties having any right, title, or interest in the above-described properties or any part thereof and such parties, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof
4. shall be binding on additional land added subject to this document.

The original Declaration of Covenants, Conditions, and Restrictions of Spring Gardens recorded at Book 1853, Pages 1695 through 1710, is hereby revoked and replaced with this Amendment to the Declaration of Covenants, Conditions, and Restrictions of Spring Gardens

I. **DEFINITIONS**

- A. "Association" shall mean and refer to Spring Gardens Owners Association, a Missouri not-for-profit corporation, its successors and assigns.

- B. "Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- C. "Property" or "Properties" shall mean and refer to that real property herein described.
- D. "Common Elements" shall mean and refer to all real property which is, or may hereafter be brought, within the jurisdiction of the Association except Lots and Units which are not owned by the Association.
1. The definition of "Common Elements" is for purposes of this declaration only and "Common Elements" shall not be construed according to the Uniform Condominium Act of Missouri, Mo. Rev. Stat. Sections 448.1-101-4-120 (Supp. 1984)
- E. "Building Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which describes the property upon which a building or buildings containing multiple units is intended to be constructed.
- F. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties which contains a legal boundary of the individual Lots and describes the portion of the Properties upon which a single Unit, including driveway, deck, porch, patio, and/or stoop, is located. The boundaries of an individual Lot are defined by the following four lines:
1. the center line of the party wall (or the exterior of the end wall in the case of an end unit) on one side of the unit extending from the interior edge of the front sidewalk (the sidewalk edge furthest from the road) to a point fourteen (14) feet to the rear of the exterior of the rear wall of the unit.
  2. the center line of the party wall (or the exterior of the end wall in the case of an end unit) on the other side of the unit extending from the interior edge of the front sidewalk (the sidewalk edge furthest from the road) to a point fourteen (14) feet to the rear of the exterior of the rear wall of the unit.
  3. the line, in the rear of the unit, which connects, in a straight line, both of the points described in subparagraphs I-F-1 and I-F-2 above.
  4. the line, in front of the unit, which connects, in a line which follows the interior contour of the sidewalk (the sidewalk edge furthest from the road), the points where the lines described in subparagraphs I-F-1 and I-F-2 above intersect the sidewalk.
- G. "Unit" shall mean the portion of any building or improvement located on any Lot forming a functional dwelling Unit to be used as a personal residence, including the driveway, deck, porch, patio, stoop, ceilings,

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1111

doors, roofs, walls, mechanical systems (heating and air conditioning systems, plumbing, electrical and gas systems), windows, foundation, and the portion of all party walls adjacent to such Unit to the centerline of such party wall.

II. **PROPERTY RIGHTS**

- A. **Ownership of Common Elements.** The title, in fee simple, of the Common Elements shall be vested in the Association, or its successors or assigns under this instrument.
- B. **Owner's Easements of Enjoyment.** Every Owner shall be a member of the Association. Subject to the provisions of the Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to payment of the annual and special assessments, as provided for under Article IV entitled "Covenant for Maintenance Assessments" and subject to the following provisions:
1. fee ownership of the Common Elements shall vest in the Association and not in the Owners.
  2. the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against him remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the use restrictions contained herein, the by-laws of the Association, or any of its published rules and regulations.
  3. the right of the Association to dedicate or transfer all or any part of the Common Elements to any institution, trustee, agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless sixty-five percent (65%) of all voting members of the Association agree to such dedication to transfer at a duly authorized meeting
  4. all Owners and their guests and invitees shall strictly comply with any use restrictions, rules and regulations contained or promulgated in accordance with this Amendment to the Declaration of Covenants, Conditions, and Restrictions.
- C. **Encroachment.** Through construction, settlement, or shifting of any building, should any part of any building encroach upon any part of the Common Elements or upon any other unit, perpetual easements for the maintenance of such encroachments and for the use of the space required thereby, are hereby established and shall exist for the benefit of the Owners; provided, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner.
1. All easements and rights herein established shall run with the land and inure to the benefit of any Owner, purchaser, mortgagee, or other person having an interest in any portion of the properties.

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1112

- D. **Easements in Gross.** The Property shall be subject to a perpetual easement in gross to the Association, its successors, and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration.
1. Should it be necessary to enter a Unit or Lot in order to maintain, service, improve, repair, or replace any Common Elements, employees, agents, and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association.
  2. The Association shall specifically have the authority, in an emergency situation, to enter any Unit or Lot, for the purposes of repairing, maintaining, servicing, improving, or replacing the roof, pipes, wires and other miscellaneous equipment within any Unit or Lot which serves another Unit or Lot.
  3. Nothing in this subsection shall be construed to require the Association to maintain, repair, or replace anything which serves only one Unit except as noted in Section V.
- E. **Streets.** All streets and adjacent sidewalks shall be and are hereby dedicated for public use.
- F. **Personal Residence.** No use shall be made of any Unit except as is incidental to the occupation thereof for residence purposes by one private family, related by blood or marriage, residing in an attached single family dwelling, and no trade or business of any kind may be carried on therein.

III. **MEMBERSHIP AND VOTING RIGHTS**

- A. **Unit Ownership.** Every Unit Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit or Lot.
- B. **Voting.** Unit Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members of the Association. However, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Unit.

IV. **COVENANT FOR MAINTENANCE ASSESSMENTS**

- A. **Obligation for Assessments and Creation of Liens.** Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for any purpose approved by the Association. Such assessments will be established and collected as hereinafter provided. Unpaid annual and special assessments, together with accrued interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with accrued interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time that the assessment fell

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1113

due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

B. **Purpose of Assessments.** The assessments levied by the Association shall be used generally for maintenance and improvement of the Common Elements and for those items described in Article V, for the cost of all insurance carried by the Association, for the provision of utilities in the Common Elements, for the administration and management cost of the Association, and to build and maintain the reserves of the Association.

C. **Establishment of Annual Assessment.**

1. Each year, on or before June 1, the Board of Directors of the Association shall provide in sufficient detail to reasonably inform the membership, to each member of the Association, a copy of a proposed annual budget for the next succeeding fiscal year in which is estimated:
  - a) individual items of expenditures.
  - b) an amount necessary to pay the cost of carrying out the Association's duties.
  - c) an amount for contingencies and a reserve fund.
2. The Board of Directors shall also set a date for a general meeting of the membership, to take place during July, and shall deliver to each member of the Association a notice of the meeting. At the July general meeting the Board of Directors shall explain the proposed budget to the membership. Each item of the budget shall be discussed and the members shall be given the opportunity to ask questions or request further explanation of such items.
3. On or before September 1, the membership may request by petition signed by sixty-five percent (65%) of the members entitled to vote, a general meeting of the membership to reconsider the proposed budget. Upon receipt of such request, the Board of Directors shall schedule such meeting, during September, and shall notify each member, in writing, of the time of such meeting and the purpose thereof. If no petition, signed by sixty-five percent (65%) of the members entitled to vote, is received by the Board of Directors the proposed budget shall be considered approved as of September 2.
4. At the meeting held to reconsider the budget, any number of voting members present shall constitute a quorum. The Board of Directors shall discuss, and the members of the Association shall have the opportunity to ask questions about, each item of the proposed budget. After the discussion on each item, that item shall be submitted to a vote of the members and shall be considered approved by a simple majority of the members present and voting thereon. After all items in the proposed budget have been discussed and voted upon, the Board shall accept for discussion proposals of additional items of expenditure from the members of

the Association. These items shall be discussed and voted upon as provided hereinabove. Any such proposals accepted by a majority vote of the members of the Association present and voting thereon shall be added to and become part of the budget for the next succeeding fiscal year.

5. The final budget for the Association for the next succeeding fiscal year shall consist of either:
  - a) the original budget proposed by the Board of Directors and presented to the membership under subparagraph IV-C-1, or
  - b) the aggregate of those items approved by a majority of the members of the Association present and voting thereon at such meeting as provided for by subparagraphs IV-C-3 and IV-C-4.
6. The estimated funds required to support the approved budget shall be divided by the total number of Units subject to assessment, and the result shall constitute the next annual assessment for each Unit.
7. On or before December 1 each year, the Board of Directors of the Association shall notify each Owner subject to assessment, in writing, of the amount of the estimated Unit assessment established pursuant to subparagraphs IV-C-5 hereof, if different from the preceding annual assessment.

D. **Special Assessments.**

1. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for any purpose whatsoever, provided that any such assessment shall have the assent of sixty-five percent (65%) of all voting members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.
2. Written notice of any meeting called for the purpose of initiating a special assessment shall be sent to all members not less than thirty (30) days or more than sixty (60) days prior to the meeting.
  - a) At the first such meeting called, the presence of members or proxies entitled to cast sixty-five percent (65%) of all votes shall constitute a quorum.
  - b) If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum for the first meeting. The second meeting shall be held within sixty (60) days of the first meeting.

- E. **Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Lots and shall be collected on a monthly

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1115

basis, or for such other period as may be determined by the Board of Directors.

F. **Due Date of Annual Assessment Payment.** The monthly due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid.

G. **Remedies of the Association for Non-Payment of Assessments.** Any assessment not paid within twenty (20) days after the monthly due date shall bear interest from the due date at the Missouri statutory rate of interest, plus a late charge fee of Ten Dollars (\$10.00). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the delinquent Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Lot. If an Owner does not pay the monthly installment of the annual assessment by 5:00 p.m. on the twentieth day of the month in which the installment was due, the Board may, at its option, declare any remaining balance of the annual assessment for the year to be due and payable and take any and all action necessary to collect the same.

H. **Subordination of the Lien to Mortgages.** A lien for non-payment of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

I. **Insurance.** The Association shall procure and maintain adequate liability and hazard insurance on all property owned by the Association. The Association is authorized and required to procure and maintain liability and hazard insurance on all building structures, components, appliances, and systems being a part of the Unit or Lot (or a replacement of any part of a Lot), but excluding personal property contents not constituting a part of the Unit. If insurance upon any property other than the Property owned by the Association is procured and maintained by the Association, it shall be procured and maintained in a manner which provides substantially equal benefits to all Owners.

V. **MAINTENANCE RESPONSIBILITIES**

A. The Association shall be responsible for maintenance of the Common Elements. In addition, the Association shall be responsible for exterior maintenance upon each Unit and Lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care of roofs, gutters, downspouts, exterior building surfaces, patio walls, and retaining walls. Such exterior maintenance shall not include:

1. glass surfaces of exterior doors, garage doors, and windows.
2. cleanliness of patios, stoops, porches, walkways, or driveways.

3. care and replacement of trees, shrubs, mulch, and flowers planted by individual Unit Owners.

B. **Lawns and Yards.** The Association will maintain grass, trees and shrubs (supplied by developer or Association), and mulch on individually owned Lots. The Association will not be responsible for plantings by individual owners.

C. **Decks, Porches, and Patios.**

1. A deck refers to a horizontal wooden surface, constructed of wood and supported by vertical wooden supports, usually with a surrounding safety railing, open to the elements, located at the rear of a Unit, on a level approximately even with the unit's main floor, and accessed via an exterior door from the unit's main level. A porch is a deck with a roof structure; the sides may be open, screened, or more completely enclosed. A Patio is the concrete pad located at the rear of the unit, essentially at ground level, and normally accessed by an exterior door from the unit's lower, or basement, level.
2. Maintenance and replacement of decks, porches and patios are the responsibility of individual Unit Owners.
3. Any alterations or additions to decks, porches, and patios, including exterior finishes and colors, must be approved, in writing, by the Architectural Control Committee.

D. **Driveways, Walkways, and Stoops.**

1. A stoop refers to the concrete area immediately outside the Unit front door and protected from the elements by an extension of the roof. A walkway is the concrete path from the stoop to the Unit driveway.
2. Maintenance and replacement of driveways, walkways, and stoops are the responsibility of the individual Owner. The Association will provide snow removal, which may include chemical treatment, at Owners' risk.
3. Any alterations or additions to driveways, walkways, and stoops, including different materials and colors, must be approved, in writing, by the Architectural Control Committee.

E. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject. An Owner shall not have the right to paint, repair, maintain, or otherwise alter or cover the exterior portion of the building on any Lot except the glass portions of any door or window.

## VI. PEST CONTROL

A. **Termites and Carpenter Ants.**



**AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998**

BOOK 2117 PAGE 1117

1. Inspection and treatment for termites and carpenter ants shall be the responsibility of the Association.
  - a) individual owners are expected to notify the Association as soon as possible if the presence of termites or carpenter ants are detected or suspected.
2. Repair of damage resulting from termite infestation shall be the responsibility of the Association.
  - a) repair of damages will be restricted to the building and/or unit structure
  - b) the Association shall not be responsible for termite or carpenter ant damage to privately owned furnishings or to appliances which are attached to, or supported by, a termite or carpenter ant damaged structure.

B. **Other Insects and Pests.** The Association normally shall not be responsible for control of other insects and pests except when it appears that the infestation cannot be properly controlled without community efforts.

VII. **ARCHITECTURAL CONTROL** Architectural control shall be exercised, on behalf of the Board of Directors, by an Architectural Control Committee established in accordance with the By-laws and operating in accordance with the architectural control policies promulgated in a separate document.

VIII. **PARTY WALLS**

- A. **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- B. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- C. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use thereof. Any such use shall be without prejudice to the right of any of those Owners to call for a larger contribution from the other under any rule of law which provides for liability of negligent or willful acts or omissions. To the extent that any of the aforementioned items are covered by an insurance policy carried by the Association, the relevant Owner or Owner shall be responsible for the payment of the deductible amount under the policy, and the Association shall apply the policy's proceeds to any repair or replacement.

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1118

- D. **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- E. **Right to Contributions Runs With Land.** The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- F. **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IX. **USE RESTRICTIONS**

- A. **General Plan.** All of the following restrictions are intended to constitute a general plan for the benefit of and be enforceable by all present and future Owners of or parties interested in any of the Lots or Units of Spring Gardens or any part thereof and their heirs and assigns as well as by the Spring Garden Owners Association.
- B. **Air Pollution.**
  - 1. Burning of leaves, lawn waste, or trash shall not be permitted on the Lots or Common Elements.
  - 2. No open, outdoor fire shall be permitted on the Lots or Common Elements.
  - 3. The operation of outdoor barbecue grills shall be permitted on Lots and Common Elements at times and under conditions established by the local municipality.
- C. **Antennas.** No outside radio, television, or satellite antenna shall be erected, installed, or constructed on the Properties, without the written consent of the Board of Directors of the Association.
- D. **Care and Appearance of Premises.**
  - 1. The structure and grounds on each Lot shall be maintained in a neat, safe, and attractive manner. When an improper condition or activity exists, the Association shall have the right, upon twenty (20) days notice to the Owner of the Lot involved to demand that the improper condition be remedied or the improper activity cease or be removed, and if at the end of such time such remedial action has not been taken by the Owner, then the Association may perform the remedial action. The cost of any such remedial action shall be charged to the Owner and immediately paid by the Owner.
  - 2. The Association shall further have the right, upon like notice and conditions, to care for vacant and unimproved property and to do any and all things necessary or desirable in the opinion of the Association to keep such property in neat, safe, and good order, all at the cost and expense of the Owner. Such costs and expenses incurred by the Association shall be paid to the Association upon

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1119

demand and if not paid within ten (10) days thereof, then they shall become a lien upon the property affected, equal in priority to the lien provided for in Article IV entitled "Covenant for Maintenance Assessments." In addition, the Association may entertain an action at law to collect the amount due.

- E. **Chemical Sprays.**
1. Chemical spraying of lawns, shrubs, trees, and gardens shall be performed only by qualified individuals, under controlled conditions, and in accordance with local regulations.
  2. Chemical treatments for termites, carpenter ants, wasps, mice, cockroaches, and other pests shall be performed only by qualified individuals, under controlled conditions, and in accordance with local regulations.
- F. **Commercial Activities.** No commercial activity of any kind shall be conducted on any Lot or in any Unit.
- G. **Drilling and Quarrying.** No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.
- H. **Easements.** Easements for installation of maintenance utilities and drainage facilities are reserved for the City or County of St. Charles or appropriate utility companies, as shown on recorded plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Any easement area of any Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which the Association or a public authority or utility company is responsible.
- I. **Electrical.** No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the consent in writing by the Board of Directors of the Association.
- J. **Fences.** No fence or wall of any kind shall be erected, begun, or permitted to remain upon any Lot or Unit of the Properties unless approved in writing by the Board of Directors of the Association.

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1120

- K. **Fuel Tanks.** No fuel tank or container of any nature shall be placed, erected, installed, or constructed on any Lot, unless approved in writing by the Board of Directors of the Association.
- L. **Laundry.**
1. Laundry shall not be hung outside to dry.
  2. No poles, brackets, or lines for the purpose of attaching laundry thereto, shall be erected, installed, constructed or maintained on any lot.
- M. **Lawn Irrigation System.**
1. A lawn irrigation system may be installed, at the discretion and expense of the individual owner, provided that it conforms to applicable building codes, laws, and regulations and has been approved, in writing, by the Board of Directors.
  2. The Association shall not be responsible for damages to an individually owned and operated lawn irrigation system resulting from Association sponsored lawn care.
- N. **Leasing or Renting.** Leasing or renting of any Unit or Lot is strictly prohibited unless approved, in writing, by the Association.
- O. **Noise Control.** Owners shall be conscious always of the relatively close proximity of their neighbors and shall cause no noise or disturbance which could reasonably be expected to annoy neighbors
- P. **Parking.**
1. Parking shall only be permitted in accordance with posted signs.
  2. No commercial vehicles of any description shall be permitted to be parked or stored, where visible, on any Lot, the Common Elements, or on Spring Gardens Court except during periods of maintenance on the Lot.
    - a) The prohibition of parking shall not apply to temporary parking of commercial vehicles for pick-up, delivery, or other commercial services.
  3. RVs, regardless of size, style, and description, shall not be parked or stored, where visible, on any Lot, the Common Elements, or on Spring Gardens Court at any time.
  4. Boats, regardless of size, style, and description, shall not be stored, where visible, on any Lot, the Common Elements, or on Spring Gardens Court at any time.
  5. Trailers, regardless of size, style, and description, shall not be parked or stored, where visible, on any Lot, or on Spring Gardens Court at any time except during periods of approved maintenance.
  6. Vehicles of any description, on blocks or otherwise inoperable, shall not be stored, where visible, on any Lot, the Common Elements, or on Spring Gardens Court at any time.
- Q. **Pets and Livestock.**

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1121

1. No animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on any Lot or in any Unit.
  2. House pets shall be interpreted to mean only domestic cats, or dogs which weight less than twenty (20) pounds and stand no taller than eighteen inches (18") measured at the shoulder.
  3. House pets shall be limited to a total of two (2) such pets per Unit.
  4. Unit Owners keeping house pets shall ensure that their pets are properly vaccinated; are properly licensed with the applicable governmental agency; are always kept on a leash while outdoors; are never left unattended outdoors; do not, and cannot, bother others by noise or barking; and are not permitted to befoul lawns and foliage. All owners must pick up after their pets.
- R. **Sewage.** No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided.
- S. **Signs.** No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot upon which it is erected.
- T. **Storm Water.**
1. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.
  2. The location and/or contour of swales and berms shall not be altered without the approval of the Board of Directors of the Association.
  3. Nothing other than lawn cover shall be planted in swales or on berms.
- U. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently.
- V. **Trash and Rubbish.**
1. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste,
  2. Trash and rubbish shall be kept in containers specifically designed for the storage or disposal of such material and shall be kept in a clean and sanitary condition.
- X. **GENERAL PROVISIONS**
- A. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Amendment to the Declaration. Failure by the

AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998

BOOK 2117 PAGE 1122

Association or by 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. In any such action instituted by the Association, acting through its Board of Directors exclusively, the prevailing party shall have the right to collect reasonable attorney's fees, and if the Association is the prevailing party it shall also have the right to recover costs of suit.

- B. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- C. **Amendment.** The covenants and restrictions of this Amendment to the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amendment is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for three consecutive extensions. This amended declaration may be further amended during the first twenty (20) year period by an instrument signed by not less than sixty-five percent (65%) of the Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Owners. Any amendment must be recorded.

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

98 AUG 19 AM 9: 52

*Barbara J. Hall*  
RECORDER OF DEEDS

## SPRING GARDENS RESIDENT &amp; OWNER ROSTER - as of 7/9/98

Name	Nickname	St. #	Telephone	Bld
Basile, Ms. Virginia	Ginger	28	949-5065 (H) 725-2222 (B)	3
Dickens, Mr. James Dickens, Mrs. Grace	Jim ** Grace	6	940-0930 (H)	1
Foelsch, Mr. George D. Foelsch, Mrs. June R.	George June	38	940-2222 (H)	4
Fournier, Mr. Al	Al	26	916-5667 (H)	3
Galloway, Mr. John Galloway, Mrs. Carol	John Carol	46	916-1850 (H)	5
Hadley, Ms. Janet	Janet	30	946-3358 (H) 992-2221 (B)	3
Hager, Mr. Lester Hager, Mrs. Barbara	Les Barb	18	946-7827 (H)	2
Heckenkamp, Mr. Roy G. Heckenkamp, Mrs. Donna C.	Roy ** Donna	48	916-1129 (H)	5
Joplin, Ms. Toledo <del>F</del> KARLA CARROLL	Toledo	4	949-0173 (H)	1
Kellogg, Mr. Kenneth Kellogg, Mrs. Ida	Ken ** Ida	24	949-0191 (H)	3
Luetkenhaus, Ms. Hilda Luetkenhaus, Ms. Noelene (daughter)	Ginger Nolie	52	946-7576 (H)	5
Mansfield, Ms. Kathryn E.	Kay	14	916-4686 (H)	2
Martin, Mrs. Ruby L.	Ruby	12	916-4436 (H)	2
Nangle, Mr. Vincent Nangle, Mrs. Mary R.	Vince Bobbie **	54	946-3100 (B) 916-0663 (H)	5
Otten, Mr. Eugene Otten, Mrs. Joyce	Gene Joyce	36	731-7733 (B) 916-1267 (H)	4
Schaeffer, Mr. James (son-resident) Schaeffer, Mr. Harold (owner) Schaeffer, Mrs. Joan (owner)	Jim Bud Joan	42	916-4735 (H) 949-5321 (H)	4
Steele, Mr. Dennis	Dennis	16	940-9320 (H)	2
Stolts, Mr. Harold Stolts, Mrs. Charlotte	Harold ** Charlotte	40	949-0219 (H)	4
Sullivan, Miss Audrey L. Sullivan, Mr. John C. (father)	Audrey John	8	916-3273 (H)	1
White, Mr. James F. White, Mrs. Linda M.	Jim ** Linda	20	916-3724 (H) 895-6639 (B)	2
Wilson, Mrs. Glenda	Fay	50	916-0049 (H)	5
Woodworth, Mr. Ralph L. Woodworth, Mr. Jack A. (son)	Woody Jack	2	947-9336 (H)	1

\*\* member of Board of Directors of Spring Gardens Owners Association





**AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998**

BOOK 2117 PAGE 1123

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

<u>James F. White</u> Owner(s) Signature	<u>20 Spring Gardens</u> Unit Address	<u>8/12/98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Kenneth P. Nangle Jr</u> Owner(s) Signature	<u>54 Spring Gardens</u> Unit Address	<u>8/13/98</u> Date	<u>James F. White</u> Witness
<u>Harold H. Stoll</u> Owner(s) Signature	<u>40 Spring Gardens</u> Unit Address	<u>8/13/98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Charles D. Stech</u> Owner(s) Signature	<u># 16 Spring Gardens</u> Unit Address	<u>8/13/98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Toledo Joplin</u> Owner(s) Signature	<u>Karla Carroll #4</u> Unit Address	<u>8-13-98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Audrey L. Sullivan</u> Owner(s) Signature	<u># 8</u> Unit Address	<u>8/13/98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Ruby L. Martin</u> Owner(s) Signature	<u># 12</u> Unit Address	<u>8/13/98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Joyce M. Otten</u> Owner(s) Signature	<u>Ernie O. Otten #36</u> Unit Address	<u>8/13/98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Kathryn E. Mansfield</u> Owner(s) Signature	<u># 14</u> Unit Address	<u>8/13/98</u> Date	<u>Mary R. Nangle</u> Witness
<u>Glenda J. Wilson</u> Owner(s) Signature	<u># 50</u> Unit Address	<u>8/13/98</u> Date	<u>Mary R. Nangle</u> Witness

**AMENDMENT to the DECLARATION  
of COVENANTS, CONDITIONS, AND RESTRICTIONS  
of SPRING GARDENS - August 12, 1998**

BOOK **2117** PAGE **1124**

James J. Puhos #6 Spring Gardens 8/12/98 Mary R. Nangle  
Owner(s) Signature Unit Address Date Witness

Bob Woodard #7 Spring Gardens 8/13/98 Mary R. Nangle  
Owner(s) Signature Unit Address Date Witness

Danna & Richard  
Boys Neckenkong #48 Spring Gardens 8/12/98 Mary R. Nangle  
Owner(s) Signature Unit Address Date Witness

Ida Luckebauer #52 Spring Gardens 8/13/98 Mary R. Nangle  
Owner(s) Signature Unit Address Date Witness

Ida M. Kelly  
Kenneth E. Kelly 24 SPRING GARDENS CT 8-14-98 Mary R. Nangle  
Owner(s) Signature Unit Address Date Witness

Janet Hooley #30 8-14-98 James F. White  
Owner(s) Signature Unit Address Date Witness

James F. Falch  
Henry W. Falch #38 Spring Gardens 8-14-98 James F. White  
Owner(s) Signature Unit Address Date Witness

W. R. Quinn 26 Spring Gardens 14/8/98 James F. White  
Owner(s) Signature Unit Address Date Witness

Carol Sallanby #46  
John S. Sallanby #46 8/14/98 James F. White  
Owner(s) Signature Unit Address Date Witness

Barbara Hager  
LeRoy Hager #18 8/14/98 James F. White  
Owner(s) Signature Unit Address Date Witness

Denique Baile #28 8/15/98 James F. White  
Owner(s) Signature Unit Address Date Witness

Joan Schaeffer #42 8/16/98 James F. White  
Owner(s) Signature Unit Address Date Witness