

AMENDMENT AND RESTATEMENT OF  
RESTRICTIONS FOR HOENE SPRINGS SUBDIVISION

BOOK 479 PAGE 1699

THIS DEED OF RESTRICTIONS, executed this 30th day of July, 1990, by Harry B. Hoene, Rosemary Hoene, and James R. Hoene, as TRUSTEES for owners of certain real estate hereinafter described as GRANTEES, WITNESSETH THAT:

WHEREAS, Harry B. Hoene and Winnifred M. Hoene, his wife, of Jefferson County, Missouri, being original owners and developers of certain real estate in Jefferson County, Missouri, filed for the record in the Recorder's Office of Jefferson County, Missouri, certain subdivisions, to-wit:

1. Hoene Springs Addition as shown by plat recorded in plat book 6, page 25.
2. Hoene Springs Second Addition as shown by plat recorded in warranty deed book 139, page 287.
3. Hoene Springs Third Addition as shown by plat recorded in plat book 8, page 2.
4. Hoene Springs Fourth Addition as shown by plat recorded in plat book 8, page 9.
5. Hoene Springs Fifth Addition as shown by plat recorded in plat book 8, page 69.
6. Hoene Springs Sixth Addition as shown by plat recorded in plat book 9, page 35.
7. Hoene Springs Seventh Addition as shown by plat recorded in plat book 9, page 36.
8. Hoene Springs Eighth Addition as shown by plat recorded in plat book 18, page 25.
9. Hoene Springs Ninth Addition as shown by plat recorded in plat book 30, page 10.
10. Hoene Springs Tenth Addition as shown by plat recorded in plat book 42, page 18.
11. Hoene Springs Eleventh Addition as shown by plat recorded in plat book 44, page 19.
12. Hoene Springs Twelfth Addition as shown by plat recorded in plat book 55, page 30.
13. Hoene Springs Thirteenth Addition as shown by plat recorded in plat book 59, page 17.
14. Hoene Springs Fourteenth Addition as shown by plat recorded in plat book 66, page 20.

AND WHEREAS, ~~Hoene Springs Addition, Hoene Springs Second Addition, Hoene Springs Third Addition, Hoene Springs Fourth Addition, Hoene Springs Fifth Addition, Hoene Springs Sixth Addition, Hoene Springs Seventh Addition, Hoene Springs Eighth Addition, Hoene Springs Ninth Addition, Hoene Springs Tenth Addition and Hoene Springs Eleventh Addition~~ were made subject to a certain Deed of Restrictions dated May 4, 1979, and recorded at book 640, page 267 of the Jefferson County land records;

AND WHEREAS, Hoene Springs Twelfth Addition and Hoene Springs Thirteenth Addition were made subject to a certain Deed of Restrictions dated August 1, 1971, and recorded in book 463, page 767 of Jefferson County land records;

AND WHEREAS, Hoene Springs Fourteenth Addition was made subject to a certain Deed of Restrictions dated July 7, 1976, and recorded in book 558,

page 599 of the Jefferson County land records;

AND WHEREAS, Harry B. Hoene, Rosemary Hoene, and James R. Hoene are the TRUSTEES of all of the aforementioned additions;

AND WHEREAS, it is the desire of Harry B. Hoene, Rosemary Hoene, and James R. Hoene, TRUSTEES, and the undersigned owners of the lots in the said subdivisions who constitute more than three/fifths (3/5ths) of the lot owners to ameliorate, modify, abrogate, change and amend the aforesaid restrictions;

AND WHEREAS, it is the desire of Harry B. Hoene, Rosemary Hoene, and James R. Hoene, and the undersigned owners of the lots who constitute more than three/fifths (3/5ths) of the lot owners in the aforementioned subdivisions to have the same set of restrictions imposed upon the lots in each of them to inure to the benefit of all owners and future owners of lots in said subdivisions and to their heirs and assigns;

AND WHEREAS, the undersigned owners of the lots in the aforementioned subdivisions and Harry B. Hoene, Rosemary Hoene, and James R. Hoene, hereinafter called GRANTORS, and Harry B. Hoene, Rosemary Hoene, and James R. Hoene, as TRUSTEES for the present and future owners of the lots in the aforementioned subdivisions, hereinafter called TRUSTEES, do agree that the restrictions imposed upon the lots in said subdivisions set forth in the aforementioned Deeds of Restriction shall be ameliorated, modified, abrogated, changed and amended, as hereinafter set forth;

WHEREAS, the undersigned do hereby agree as follows:

I. The word "restrictions" whenever used in this deed or in any conveyance hereinafter made in lots or tracts in said subdivisions shall, unless expressly limited by the immediate content, mean and include every restriction, easement, servitude or covenant relating to the use or improvement of said lots or tracts, or any of them, provided for by this Deed of Restrictions, or by the terms of said plat recorded or about to be recorded.

II. That such restrictions shall be subject only to such exceptions as are by this deed or by said plat made or expressly provided for.

III. That, should any of the restrictions herein provided for be or become void or inoperative, all other such restrictions shall nevertheless be and remain in full force and effect.

IV. That any notice by this deed provided for or becoming necessary to be served on any lot or tract owner, may be given or served by the TRUSTEES, or any successor TRUSTEE, and may be served by mail.

NOW THEREFORE, in consideration of the benefit of such restrictions to all parties hereto, their heirs, successors and assigns, GRANTORS do hereby impose upon the lots in said subdivisions the following restrictions, to-wit:

1. All those provided for in said plats.

2. The following concurrent restrictions:

A. All buildings to be erected on any lot in said subdivision must conform to the building lines indicated on said plats, and shall not be nearer than twenty-five (25) feet to any dividing line between adjoining property owners.

B. That in Hoene Springs Addition, Hoene Springs Second Addition, Hoene Springs Third Addition, Hoene Springs Fourth Addition, Hoene Springs Fifth Addition, Hoene Springs Sixth Addition, Hoene Springs Seventh Addition, Hoene Springs Eighth Addition, Hoene Springs Ninth Addition, Hoene Springs Tenth Addition, Hoene Springs Eleventh Addition, sheds and garages may be placed not less than ten (10) feet from the division line between them, but never closer to the front line of the lot than the main residence building itself. In Hoene Springs Twelfth Addition, Hoene Springs Thirteenth Addition, and Hoene Springs Fourteenth Addition, no shed or garage shall be erected between the front of the residence building and the front line. On Lots One (1) through Nine (9), inclusive, and on Lots

Twelve (12) and Thirteen (13) of the Hoene Springs Twelfth Addition, no separate garage or outbuilding may be erected, constructed or maintained. Any garage which is constructed on Lots One (1) through Nine (9), inclusive, and Lots Twelve (12) and Thirteen (13) of Hoene Springs Twelfth Addition shall be attached to and made part of the main building. Lot Three (3) of Hoene Springs Eleventh Addition is subject only to the building lines on said plat and exempt from all other restrictions notwithstanding the above.

C. No lot in the subdivision shall be used for business or gainful occupation of any sort. Not more than one single family residence shall be constructed on any one lot and no building shall be used except as a private residence or outing cottage for the owner, his family, and non-paying guests, except that the owner may lease the residence building as a private residence to a single family. No lot owner shall sell, transfer, or convey less than said owner's entire lot without the written consent of all TRUSTEES or their successors, except that in Hoene Springs Twelfth Addition, Hoene Springs Thirteenth Addition, and Hoene Springs Fourteenth Addition, a lot may be divided for building purposes, but no section of any said divided lot shall be less than nine-tenths (9/10ths) of an acre. In the event that the transfer, sale, or conveyance of less than an entire lot is allowed, then the portion of the lot so sold, transferred, or conveyed shall become a new lot and be subject to the full assessment and vote as an improved or unimproved lot and subject to all restrictions of record. Provided, however, if smaller sections are divided from a lot for road purposes to make an adjoining or existing lot larger or if in the opinion of the TRUSTEES or their successors the portion of the lot so sold, transferred, or conveyed is not of a sufficient size to be deemed a new lot, then such lot shall have no assessment or voting right, but would be subject to all other restrictions. No residence building shall be erected having less than 988 square feet of floor space exclusive of porches, breezeways, and garages in the first eleven additions; and no residence building shall be erected having less than 1,196 square feet of floor space exclusive of porches, breezeways, and garages, not less than 800 square feet of which shall be on one floor in Additions Twelve, Thirteen and Fourteen. Notwithstanding already existing residences in Hoene Springs Addition, Hoene Springs Second Addition, Hoene Springs Third Addition, Hoene Springs Fourth Addition, Hoene Springs Fifth Addition, Hoene Springs Sixth Addition, Hoene Springs Seventh Addition, Hoene Springs Eighth Addition, Hoene Springs Ninth Addition, Hoene Springs Tenth Addition, and Hoene Springs Eleventh Addition shall not be deemed in violation of the above provision. All buildings must have solid continuous foundations of stone, concrete, or brick. Outer wall construction shall be of new material, except that used brick may be used. No roll tar paper, sheet metal or corrugated roofing shall be used on roofs or walls, except that which is commonly called "hot tar built-up roof" or its equal shall be permitted. Temporary living quarters shall not at any time be set up in a basement or in any other buildings than the residence, nor shall any habitation be established in a house trailer or in any other similar type of vehicle or structure. Plans and specifications of all buildings must be submitted to the TRUSTEES for written approval before building operations are started and the building must be completed within nine (9) months thereafter and in accordance with the plans and specifications so submitted and approved, including painting of exterior wood or metal surfaces. In the event the TRUSTEES fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been complied with.

D. All sinks, washstands, toilets, bathtubs, showers or any other plumbing fixtures having running water connection must be connected by suitable tight soil or drain pipes to septic basins of sanitary construction, and empty therefrom into a field of subterranean drainage tile of sufficient capacity to avoid overflow or discharge and must meet all county health standards.

e. Special Use Lots.

1. Tract Eleven (11) and Tract Thirteen (13) of Hoene Springs Addition may be used for garden purposes, for the sinking of wells, or other use not unsanitary or objectionable to lot owners.

2. Tract A of Hoene Springs Eighth Addition and Lot A of Hoene Springs Ninth Addition may be used for the sinking of wells, or other use not unsanitary or objectionable to lot owners.

The word "Lot" and "Tract" as used herein and on said plat shall be deemed identical in meaning.

F. No signs, notices, or displays of any kind shall be permitted on any lot, except on approval in writing as to the character and location, by GRANTEES as TRUSTEES or their successors. However, lots for sale or for rent may display one (1) sign advertising that said lot is for sale or for rent.

G. It shall be a violation of these restrictions to use or permit the use of firearms, or use or storage of explosives on any of said lots or tracts, or to habitually permit the presence thereon of disorderly or drunk persons, or to permit thereon noisy or objectionable entertainment, provided, however, that mere music and dancing shall not, of themselves, be deemed objectionable unless carried on in a manner or at hours or with such frequency as to become annoying or objectionable to neighbors, and provided also that if the use of explosives be needed in construction work, the same may be done under reasonable precaution and pursuant only to written permission, for a limited time, by TRUSTEES or their successor TRUSTEES.

H. Hogs, poultry, or goats shall not be permitted or kept on any lot. No animals of any kind shall be permitted on Lots One (1) through Nine (9), inclusive, and on Lots Twelve (12) and Thirteen (13) of Hoene Springs Twelfth Addition except the usual kind and number of domestic pets which are customarily found in single family residences. Any other livestock maintained or permitted upon the property must be kept in such manner so as not to become objectionable by reason of flies, noises, odor, or unsanitary condition. Dogs or cats creating a nuisance or becoming dangerous to the public shall not be permitted.

I. House trailers, mobile homes or storage trailers will not be permitted to be used or stored on any lot in this subdivision, however, boats and trailers commonly called "campers" may be stored or parked, but not lived in, on these lots but never nearer the front line of the lot than the residence building itself.

J. Garbage, rubbish, bottles, cans or any discarded material or other deleterious substance shall not be permitted to accumulate upon the premises, but the same must be moved at such frequent intervals as may be necessary to keep the property clean and sanitary. Nothing whatsoever shall be dumped into the ravines or other lands adjoining the subdivisions at any time. The exterior of all residences must be kept in a neat and orderly condition at all times. Automobiles or old machines not in an operating condition or without current state license plates shall not be parked or allowed to remain upon any lot or roadway of these subdivisions.

K. Culverts of sufficient capacity, if necessary for the proper drainage or roadways, must be installed by the lot owner at his expense at all private entrances to his property.

L. TRUSTEES, and their successors, reserve an easement in Hoene Springs Addition, Hoene Springs Second Addition, Hoene Springs Third Addition, Hoene Springs Fourth Addition, Hoene Springs Fifth Addition, Hoene Springs Sixth Addition, Hoene Springs Seventh Addition, Hoene Springs Eighth Addition, Hoene Springs Ninth

Addition, Hoene Springs Tenth Addition, and Hoene Springs Eleventh Addition over, across the drives, ways and avenues shown on said plats, or hereafter established in said subdivisions, for laying, erecting, and maintaining in such a manner as may from time to time seem most convenient, any and all pipes, conduits, wires, poles, supports and other usual and necessary appurtenances for lighting, electricity, telephone, water supply, drainage and other service or domestic conveniences. In Hoene Springs Twelfth Addition, Hoene Springs Thirteenth Addition, and Hoene Springs Fourteenth Addition, GRANTORS reserve an easement over the front ten (10) feet of all roadways and an easement ten (10) feet wide on each side of the division of all lots, or outer division line where more than one lot is under common ownership; and in Hoene Springs Eighth Addition, reserve an easement over the front ten (10) feet of all lots adjacent to Hickory Drive and an easement line five (5) wide on each side of the division line of all lots in Hoene Springs Eighth Addition for electric, telephone, water, sewer, and other utilities, with a right and authority to enter thereon for the purpose of construction, operating and maintaining such facilities, with the further right and authority to trim trees or cut down and remove any all trees or obstructions on said strip of land which may now or hereafter interfere with the construction, operation and maintenance of such line or lines. GRANTORS further reserve the right and authority to enter upon said easements for the purpose of excavating and installing such facilities, together with the right, at all times, of ingress and egress to and over said easement for the purpose of repairing and maintaining the same, provided, however, that earth taken from any excavation shall be replaced and the surface left as nearly as possible in its original condition after the work is completed.

M. An annual assessment is assessed against the lots of the subdivision as follows: Sixty Dollars (\$60) for each improved lot and Fifteen Dollars (\$15) for each unimproved Lot. In each year after the first effective year of this assessment, at an annual meeting held in July or August, the majority of the lot owners of the subdivision may assess an amount against the lots equal to the previous assessment plus ten percent (10%) thereof. In no event shall any assessment be less than the previous year's assessment. All assessments shall become a lien upon the lot assessed unless paid within thirty (30) days after the notice of such levy. All assessments not paid in full by January 1st of the following year shall be charged a late fee of one percent (1%) per month on any outstanding balance, which shall begin to accrue on said January 1st. Lot owners not paid in full by the time of the annual meeting shall not be eligible to vote at that meeting. The assessments shall be for the maintenance of the roads and the general improvement of the subdivision as determined by a majority of the lot owners, at an annual meeting held in July or August of each year. Notice of such meetings shall be given by the posting of notices in two different parts of the subdivision or by mail to each lot owner. The lot owners present at such meeting shall constitute a quorum and a simple majority voting one (1) vote per lot in the subdivision, shall be authorized to transact any business coming before the meeting in order to carry out the intent and purpose of these restrictions. At such meetings, officers shall be elected and the by-laws adopted as shall be approved by a majority voting as hereinabove authorized. Whenever a lien is filed, reasonable attorney fees and costs of filing the lien shall be imposed as part of that lien.

The undersigned hereby grant and convey to the Trustees or their successors, all right, title, estate, easement, authority, and power with respect to all the land and lots in said subdivisions that may be necessary, proper or convenient at all times to enable them to enforce all said restrictions forever, together with irrevocable authority to take all lawful steps to that end, in their own name as TRUSTEES and to execute and serve all notices and to institute and prosecute any and all proceedings at law or in equity, necessary and proper for that purpose, and any person found to have committed a breach of any of said restrictions shall be adjudged liable to correct the same, to remove all improvements violating the same, or to so alter them as to avoid

such violation and shall be liable for reasonable attorney's fees in such proceedings as part of proper damages.

Harry B. Hoene, Rosemary Hoene, James R. Hoene and the currently acting President of the Hoene Springs Improvement Association shall be the TRUSTEES in the trust hereby created, and do covenant faithfully to execute the same. At such time as a TRUSTEE die, resigns or fails to act as a TRUSTEE, then the remaining TRUSTEES shall choose a successor for the TRUSTEE so dying, resigning or failing to continue to act as a TRUSTEE, and record such choice by deed in the Jefferson County land records. Should said trusteeship nonetheless become vacant, then the majority of the lot owners in said subdivision may by deed so recorded appoint a trustee of said trust.

Damages for violation of any said restrictions shall be and remain a lien on the lot or lots on which the violation was permitted until fully paid.

Any lot owner found to persist after written notice in wilful violation of any of the said restrictions, whether such violation be the result of positive action or by permitting such violations by others who are upon the premises by his permission, shall be held liable for any damages, and any lot owner or any person having any right, title or interest in any part of these subdivisions shall have the right to prevent or to stop violations by injunction or other lawful procedure and to claim and recover any damages awarded as a result of the violations together with all attorney's fees and court costs.

These restrictions shall be perpetual.

Should it be found at any time in the judgment of the majority of the duly authorized and acting Trustees that any specific restrictions of those hereby imposed are too severe to be practicable and are a detriment and not an advantage to said subdivisions, then they may, by and with the consent of at least three-fifths (3/5ths) of the lot owners in said subdivision, by deed duly acknowledged and recorded in said county and state ameliorate, modify, abrogate or amend such restriction or restrictions to the extent that they may be deemed necessary.

IN WITNESS WHEREOF, the GRANTORS and GRANTEES aforesaid have hereunto set their hands and seals the day and year first above written.

*Harry B. Hoene*  
HARRY B. HOENE

*Rosemary Hoene*  
ROSEMARY HOENE  
8 Redbud Trail,  
Eureka, MO 63025

*James R. Hoene*  
JAMES R. HOENE

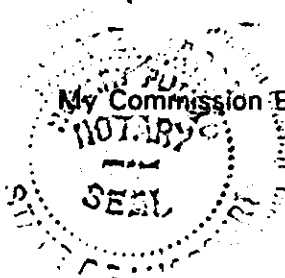
*Craig D. Buchheit*  
PRESIDENT, Hoene Springs  
Improvement Association

STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF JEFFERSON )

On this 30th day of July, in the year 1990, before me, Tana E. Groat, a Notary Public, in and for said state, personally appeared HARRY B. HOENE, ROSEMARY HOENE, JAMES R. HOENE and CRAIG D. BUCHHEIT, known to me to be the persons who execute the within Amendment and Restatement of Restrictions For Hoene Springs Subdivision, and acknowledged to me that they executed the same for the purposes therein stated.

*Tana E. Groat*  
Notary Public

TANA E. GROAT  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 7/8/98  
JEFFERSON COUNTY



FIRST AMENDMENT TO AMENDMENT AND  
RESTATEMENT OF RESTRICTIONS FOR HOENE SPRINGS  
SUBDIVISION OF JULY 30, 1990

THIS FIRST AMENDMENT ("Amendment") to Deed of Restrictions executed this 14<sup>th</sup> day of JUNE, 1994, by Rosemary Hoene-Clarke, James R. Hoene, John Redel and Joseph Reiss, as TRUSTEES for Owners of certain real estate in Jefferson County, Missouri, developed into certain subdivisions as filed for record in the Recorder's Office of Jefferson County, Missouri, and as listed in the AMENDMENT AND RESTATEMENT OF RESTRICTIONS FOR HOENE SPRINGS SUBDIVISION ("Restrictions") dated July 30, 1990, recorded March 25, 1991, in Book 479 at Page 1699 of the Jefferson County Land Records, as GRANTEES, WITNESSETH THAT:

WHEREAS, in the judgment of the majority of the duly authorized and acting TRUSTEES, SPECIFIC RESTRICTION 2.M. is too severe to be practicable and is a detriment and not an advantage to the aforesaid listed subdivisions in that no provision is made for paving and repaving of the some 5.8 miles of roadways in the aforesaid listed subdivisions,

AND WHEREAS, said roadways are in need of paving and repaving,

AND WHEREAS, the TRUSTEES may, by and with the consent of at least three-fifths (3/5ths) of the lot owners in said subdivision, by deed duly acknowledged and recorded in Jefferson County, Missouri, ameliorate, modify, abrogate or amend such specific restrictions to the extent TRUSTEES deem necessary,

NOW THEREFORE, in consideration of the benefit of such Restrictions to all parties hereto, their heirs, successors and assigns TRUSTEES do hereby ameliorate, modify, abrogate and amend such specific restriction only as follows:

2.M.1. A one time road assessment is assessed against the lots of the subdivision as follows: A) One Thousand Seven Hundred Dollars (\$1700.00), if paid in one lump sum on or before August 1, 1994, against each improved lot in the subdivision. B) If not paid in one lump sum, as aforesaid, the one time road assessment shall be in the amount of Two Thousand One Hundred Twenty-Five Dollars (\$2,125.00) payable in the amount of Four Hundred Twenty-five Dollars (\$425.00) per year over five (5) consecutive years, the first said yearly payments to be due August 1, 1994, and to be delinquent, if not sooner paid, on December 31, 1994, together with a like sum due and delinquent on the same days in each succeeding year, 1995 through 1998. Interest at the rate of one percent (1%) per month shall be charged on all delinquent assessments, and C) Two Thousand One Hundred Twenty-five Dollars (\$2,125.00) against each unimproved lot in the subdivision due and payable in full and in one lump sum on the date improvement of the unimproved lot is commenced (irrespective of whatever year that may be) likewise with

interest at the rate of one percent (1%) per month on all delinquent assessments or on the delinquent amount of any assessment commencing on the due date which shall be the first day of the month after improvement of the lot commences.

All one time road assessments shall become a lien upon the lot assessed unless paid by the due dates.

All one time road assessments shall be expended only for road paving, repaving and maintenance.

AND FURTHER THEREFORE, this Amendment shall become effective as of the date this Amendment is recorded in the Jefferson County Land Records or as of July 31, 1994, whichever date is earlier, and recording of this Amendment shall only take place after TRUSTEES certify in writing that at least three-fifths (3/5ths) of the lot owners in the subdivision have consented to this Amendment.

IN WITNESS WHEREOF, the TRUSTEES and GRANTEES aforesaid have hereunto set their hands and seals the day and year first above written.

Rosemary Hoene-Clarke  
Rosemary Hoene-Clarke  
James R. Hoene  
James R. Hoene  
John Redel  
John Redel  
Joseph Reiss  
Joseph Reiss

STATE OF MISSOURI )  
 ) SS  
COUNTY OF JEFFERSON )

On this 14<sup>th</sup> day of June, 1994, before me, a Notary Public in and for said County and State, personally appeared ROSEMARY HOENE-CLARKE, JAMES R. HOENE, JOHN REDEL and JOSEPH REISS, known to me to be the persons who as Trustees executed the within First Amendment To Amendment and Restatement of Restrictions For Hoene Springs Subdivision of July 30, 1990, and each of them acknowledged to me that they executed the same as Trustees for the purposes therein stated and set forth.

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

Michele R. Hoene  
Notary Public

My Commission expires:  
August 20, 1994

MICHELE R. HOENE  
NOTARY PUBLIC STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXP. AUG. 20, 1994