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DEBORAH L ENGEMANN
RECORDER OF DEEDS
WARREN COUNTY, MO



**RESTRICTIVE COVENANTS AND INDENTURES OF
BLATTNER MEADOWS**

REVISED May, 2018

**BLATTNER MEADOWS HOA
GRANTORS/GRANTEES;**

**Address: 27255 Blattner Meadows Ct
Wright City, MO 63390**

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A"

RESTRICTIVE COVENANTS AND INDENTURES

WHEREAS, the Blattner Meadows Home Owners Association (HOA) has been established for the Blattner Meadows Subdivision, certain real property located in Warren County, Missouri, and more specifically described in Exhibit "A" attached hereto and incorporated herein;

AND WHEREAS, the said Blattner Meadows HOA finding that Restrictive Covenants and Indentures are necessary to enhance and preserve the values of lots in said ground;

NOW THEREFORE, the following Restrictions shall bind and protect the attached mentioned ground:

- 1. The development shall be known as "Blattner Meadows" and HOA trustees have registered with the Missouri Secretary of State and obtained a Charter as a Cooperative Association.**
- 2. All lots shall be used for single-family residential purposes only, with One (1) dwelling allowed per lot. No commercial activity of any kind may be carried out in the development. No lot may be re-subdivided into less than Three (3) acres in size.**
- 3. Dwelling size: Above-ground living space of dwelling, exclusive of open porches and breezeways, shall have at least 1,800 square feet for a single-story residence and not less than 2,000 square feet for a multi-story residence. Multi-story residences shall have a ground floor area of not less than 1,500 square feet. No earth-sheltered or earth-bermed dwellings nor mobile homes or modular homes, nor pre-manufactured houses or dwellings shall be erected on any of the said lots. All dwellings shall have at least a Two (2) car attached side-entry garage, unless otherwise approved by the Board of Trustees. A minimum of Twenty-five (25%) percent brick or stone is required on the front of the home, unless otherwise approved by the Board of Trustees. All driveways and contiguous parking areas shall be comprised of asphalt or concrete. No above-ground propane tanks shall be allowed.**
- 4. The Board of Trustees is established and composed of Three (3) resident lot owners. A majority of the Board of Trustees may designate an additional member or members to the Board of Trustees or may designate a member or members to succeed members of the Board of Trustees. Members of the Board of Trustees shall act with firmness and with responsibility and discretion to enforce these herein described covenants, conditions, and restrictions in order to maintain the property as a desirable, harmonious, and compatible, first-class residential community. Each and every additional and successive member of the Board of Trustees shall be the owner of a lot in the development. The Board of Trustees shall be composed of no less than Three (3) members, and no more than Five (5) members.**

In the event of death or resignation of any member of the Board of Trustees, the remaining members shall have the full authority to designate a successor. Neither the members of the Board of Trustees nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Board of Trustees or withdraw from the Board of Trustees, or to restore to it any of its powers and duties. Where the provisions of this covenant cannot be fulfilled by reason of unfilled vacancies among the Trustees, The Warren County Circuit Court may, upon the petition of any concerned lot owner of the subdivision, appoint one (1) or more Trustees to fill vacancies until such time as Trustees are elected.

- 5. All easements as shown on the recorded plats of said lands described herein are hereby designated as utility easements and are hereby dedicated to the various utility companies as their interests may appear, and to their successors and assigns, for the use, installation, maintenance, and repair of water, electric, telephone and communication cable under said easements. No lagoon will be allowed for sewage treatment, unless approved by the Board of Trustees.**
- 6. All building plans for houses and outbuildings, and plans for property improvements (including, but not limited to: patios, decks, pools, sheds, gazebos, pavilions, and fences) must be approved by at least a majority of the Board of Trustees. Written approval or disapproval shall be provided to the submitter of the proposed plans no later than thirty (30) days from submittal, or the proposed plans shall be regarded as approved as submitted. Disapproval of proposed plans shall include specific reason(s) for disapproval.**
- 7. No roll tarpaper shall be used on any exterior wall. Any dwelling begun upon a lot shall be completed within Six (6) months thereafter. No shack or other structure of a temporary nature shall be placed, erected, or maintained upon any lot, whether being used temporarily or permanently as a place of residence. Any accessory buildings or outbuildings shall have exterior siding of the same type as the dwelling located on that lot, and be compatible in style and color with the dwelling, with any overhead or vehicle doors facing the side or rear of the building. Dimensions of any outbuilding may not exceed the square footage of the house. No outbuilding may be built before the residence is completed.**
- 8. Outside Storage: Except for firewood, nothing shall be stored, kept, or placed on the lot outside of the dwelling; but not limited to boats, motor homes, campers, trailers, unlicensed cars or trucks, or licensed vehicles that are non-operable, construction equipment, snow removal equipment, lawn care equipment, piles of bricks, rocks or stones, etc. Trash containers shall be kept within the dwelling or within a privacy area so that they cannot be seen from any other lot. There shall be no vehicle parked in the open view upon any tract unless the vehicle is licensed to be driven, and is used on public roads a minimum of once every Thirty (30) days. A limit of One (1) recreational vehicle and One (1) boat may be parked outside on the lot behind the rear of**

the residence. No derelict motor vehicles shall be allowed on any lot, and all vehicles must be properly licensed.

9. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean or sanitary condition.
10. No animals, livestock, or poultry of any kind shall be raised, bred, and/or kept upon any lot. Usual household pets, a/k/a domestic pets, may be kept as long as they are properly restrained on the owner's property. Under no circumstances shall any animal housing or containment of any kind, i.e., dog kennels, dog runs, dog pens, dog houses, rabbit hutches, chicken houses, etc., be permitted in the subdivision. No hunting and no discharge of firearms allowed.
11. The owner or owners of each lot shall keep all weeds and grass cut.
12. No sign of any kind shall be displayed to the public view on any lot, except for signs of not more than Five (5) square feet, advertising the property for sale or rent; "No Trespassing" signs, or signs used by a builder to advertise the property during the construction and sales period.
13. No unlicensed motorized vehicles or ATV may be operated upon the lots, except for maintenance and yard care and no motorized vehicles may be operated by unlicensed drivers on said roadways. No obnoxious or offensive noise allowed.
14. Road Maintenance: There is an Annual Assessment of EIGHT HUNDRED DOLLARS--- (\$800.00)----payable on the first day of April of each year, which is to be used to maintain the roads; for items such as graveling, grading, snow-plowing and payment of the utility bill for the street lights and the operating cost for the two wells. There shall be a written annual accounting provided to the lot owners by the Board of Trustees showing income and expenses. The money shall be escrowed in an account that requires Two (2) signatures. The assessment may be raised or lowered by a majority vote of the lot owners present at the meeting called for such a vote, provided written notice of the meeting to vote is given and proxies shall be allowed. No lot owner who owes an assessment may vote at any meeting
15. Special Assessments: Upon a majority vote of all lot owners, a special assessment may be implemented to provide for the good of the development.
16. Unpaid Assessments: The Board of Trustees may proceed in a court of law to collect unpaid assessments. The delinquent lot owner shall pay all attorney fees and costs associated with collecting delinquent assessments.

- 17. 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 Five (5) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of Five (5) years, unless an instrument signed by a majority of the Trustees has been recorded, agreeing to change said Covenants in whole or in part. Any person or persons violating or attempting to violate any Covenants, Restrictions, Conditions, or Limitations contained herein, shall be subject to proceedings at law or in equity to restrain such violations or to recover damages therefore. Any failure to enforce any Covenants, Conditions, Restrictions, or Limitations contained herein shall not act as nor constitute a waiver of any subsequent breach thereof. Any violators shall pay all costs, including attorney fees and court costs. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.**
- 18. All fencing must be approved by a majority of the Trustees to its design and location. No type of chain-link or wire fence is allowed.**
- 19. No road may be constructed or road easement granted connecting Blattner Meadows Court to land outside subdivision, other than by a majority vote of lot owners. All driveways shall connect to Blattner Meadows Court.**
- 20. Any lot owner who owns Two (2) or more connecting tracts will be considered a single lot owner entitled to one vote, and may be assessed as only one lot.**
- 21. The trustees shall have the standard powers, such as collecting assessments, paying the bills and overall making improvements to the development, and the trustees, with the approval of a majority of the lot owners, shall implement additional rules and laws as needed.**
- 22. Any owner who violates these restrictions may be subject to a suit for compliance by an individual owner at their expense, or by the subdivision trustees, when so directed by a majority of owners at the expense of all lot owners. The trustees shall collect reasonable attorney fees from the lot owners for any suit against the subdivision.**

SO AGREED, this day of May , 2018.

BLATTNER MEADOWS HOA BOARD OF TRUSTEES

Stan Branton
Stan Branton, President

STATE OF MISSOURI)

S.S

COUNTY OF ST. CHARLES)

On this 1 day of May , A.D. 2018, before me personally appeared Stan Branton, Trustee of Blattner Meadows HOA to me known to be the person described in and who executed the foregoing instrument and who being duly sworn, acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires: July 20, 2018 By: Pat Kaspar

Notary Public in and for the
County and State aforesaid.

PAT KASPAR
Notary Public, Notary Seal
State of Missouri
Warren County
Commission # 14396071
My Commission Expires July 20, 2018

SO AGREED, this 4 day of May, 2018.

BLATTNER MEADOWS HOA BOARD OF TRUSTEES

Jess LaTorre
Jess LaTorre, Treasurer

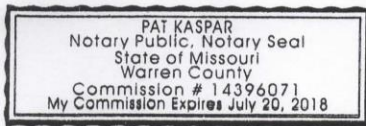
STATE OF MISSOURI)
) S.S
COUNTY OF ST. CHARLES)

On this 4 day of May, A.D. 2018, before me personally appeared Jess LaTorre, Trustee of Blattner Meadows HOA to me known to be the person described in and who executed the foregoing instrument and who being duly sworn, acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires: July 20, 2018 By: Pat Kaspar

Notary Public in and for the
County and State aforesaid.



SO AGREED, this 1 day of June, 2018.

BLATTNER MEADOWS HOA BOARD OF TRUSTEES

Richard Alt
Richard Alt, Secretary

STATE OF MISSOURI)
) S.S
COUNTY OF ST. CHARLES)

On this 1 day of June, A.D. 2018, before me personally appeared Rich Alt, Trustee of Blattner Meadows HOA to me known to be the person described in and who executed the foregoing instrument and who being duly sworn, acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires: July 20, 2018 By: Pat Kaspar

Notary Public in and for the
County and State aforesaid.

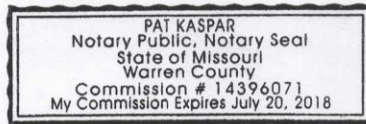


Exhibit A

39.06 Acre Tract

A tract of land being part of the Southwest Quarter of the Southeast Quarter of Section 26, Township 47 North, Range 1 West, Warren County, Missouri and being described as follows:

Beginning at an old post at the Northwest Corner of the Southwest Quarter of the Southeast Quarter; thence along the North line of the Southwest Quarter of the Southeast Quarter, South 88°-33' East 1332.55 feet to an old iron rod; thence along the West line of a Roadway, South 25°-09' West 74.82 feet to an iron rod; thence South 01°-16' West 70.85 feet to an iron rod; thence South 02°-05' West 737.37 feet; thence South 03°-35' West 404.83 feet to a 30-inch Sycamore; thence South 39°-33' West 75.82 feet; thence along the South line of the Southwest Quarter of the Southeast Quarter in the County Road, North 88°-29' West 1062.50 feet; thence; North 01°-02' East 260.20 feet to an iron rod; thence South 89°-16' West 187.19 feet to a PK Nail in concrete; thence along the West line of the Southwest Quarter of the Southeast Quarter, North 02°-26' East 1086.77 feet to the place of beginning and containing 39.06 acres, more or less.