

**MEMORANDUM OF AN AGREEMENT OF REMOVAL OF CERTAIN PROPERTY
FROM THE RESTRICTIONS OF WILDERNESS TRAIL**

This Memorandum of an Agreement of Removal of Certain Property from the Restrictions of Wilderness Trail, has entered into on the ____ day of _____, 2020, by and amongst directors or trustees of Wilderness Trail Association, Inc. ("the Association"), and the owners or lot owners or property owners of Wilderness Trail Association and Wilderness Trail Subdivision, as recorded in plat book ____ page ____ of the Jefferson County Land Records, (hereinafter "owners"), and such owners signatures being attached here to as Exhibit D.

RECITALS

WHEREAS, certain Restrictions, Declarations, and Agreements were recorded in the Jefferson County Land Records as "Declarations of Dedication and Restrictions" at book 601, page 279 of the Jefferson County Land Records pertaining to both the association and owners, pertaining to the following described real property in Jefferson County, Missouri;

All that part of the Southeast quarter of the Southeast quarter of Section 23 that lies East of Wilderness Road (including the right of way of Wilderness Road);

All of the Southwest fractional quarter of Section 24;

The West half of the Northwest quarter of Section 25; and

Part of Section 26 described as; Beginning at the Northeast corner of said section; thence South 1637 feet to a point; thence North 35 ¾ degrees West 278 feet; thence North 21 degrees West 260 feet; thence North 42 degrees West 196 feet; thence North 28 ¾ degrees West 273 feet; thence North 25 degrees West 293 feet; thence North 24 ¼ degrees West 176 feet; thence North 22 ½ degrees West 189 feet; thence North 43 ¼ degrees West 216 feet to a point on the North line of said Section 26; thence East 953 feet to the place of beginning.

(Exhibit A attached hereto);

WHEREAS, the board of directors or trustees of the Association have provided a meeting notice to all applicable owners of the herein described and platted properties, subdivision and association, ten days in advance, with the stated purpose being to exclude certain property from the aforementioned "Declaration of Dedication and Restrictions", with a meeting time and place stated therein; that one vote is provided per owner, with proxies allowed therein.

WHEREAS, page 283 of said "Declarations of Dedication and Restrictions" reads as follows: "This Declaration, in whole or part, with the exception of that part pertaining to "Dedications and Reservations" may be amended or modified upon the action of seventy-five percent (75%) of the owners of land within the area described on page 1 of this indenture together with the owners of any lands added by addendum. If amended or modified, same shall not be in effective until recorded in the office of the Recorder of Deeds in Jefferson County, Missouri."

WHEREAS, an amendment to the "Declarations of Dedications and Restrictions" was filed in the Jefferson County Land Records at book 383, page 1661 (hereinafter "the amendment") (Exhibit B attached hereto).

WHEREAS, this amendment to release the described real estate from the Declarations of Dedication and Restrictions of Wilderness Trail shall take effect only upon transfer of the described real estate to the Missouri Conservation Commission for use as part of Young Conservation Area.

NOW THEREFORE, it is hereby resolved amongst the trustees and directors of the

Association, as well as the seventy-five percent (75%) owners of the Subdivision and Association described herein, that the "Declarations of Dedication and Restrictions", as well as the amendment shall not apply to the property described in Exhibit C attached hereto. Such property described therein in Exhibit C is specifically excluded from any and all authority of the Association, is not bound by the "Declarations of Dedication and Restrictions", or the amendment, and that no annual assessments or restrictions described therein are applicable to the property described in Exhibit C. The property described in Exhibit C is likewise not covered by any past-owed assessments, restriction violations, or any other obligations to the association as stated in such documents.

IT IS THEREFORE resolved, with meeting notice having been published ten days in advance, stating the purpose therein to exclude the property described in Exhibit C from the "Declarations of Dedication and Restrictions" and the amendment, and that the time of the meeting shall be continuing from October 10, 2019 all such votes required have been obtained, describing the meeting places therein in Jefferson County, Missouri.

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

Matt Klenke, being duly sworn upon his oath, states that he is the President of Wilderness Trail Association above named and that the facts stated in the foregoing Memorandum are true according to his best knowledge and belief.

Matt Klenke, President Wilderness
Trail Association

Subscribed and sworn to before me this ____ day of January, 2020

Notary Public

My Commission expires:

DECLARATION OF DEDICATION AND RESTRICTIONS

279

This Declaration, made and entered into this 30th day of December, 1977, by James W. Click Sr. and Alice L. Click, his wife, the Grantors herein, to present and future owners for their use and benefit of the real estate described herein and to their respective heirs, successors and assigns.

The Protective Restrictions hereinafter set forth shall apply to all of those land areas located in Sections 23, 24, 25, and 26, Township 43 North, Range 3 East, Jefferson County, Missouri, described as follows:

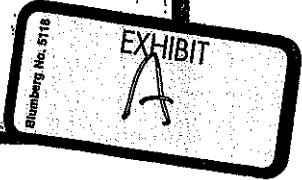
- All that part of the Southeast quarter of the Southeast quarter of Section 23 that lies East of Wilderness Road (including the right of way of Wilderness Road);
- All of the Southwest fractional quarter of Section 24;
- The West half of the Northwest quarter of Section 25; and
- Part of Section 26 described as: Beginning at the Northeast corner of said section; thence South 1637 feet to a point; thence North 35 3/4 degrees West 278 feet; thence North 21 degrees West 260 feet; thence North 42 degrees West 196 feet; thence North 28 3/4 degrees West 273 feet; thence North 25 degrees West 293 feet; thence North 24 1/4 degrees West 176 feet; thence North 22 1/2 degrees West 189 feet; thence North 43 1/4 degrees West 216 feet to a point on the North line of said Section 26; thence East 953 feet to the place of beginning.

PROTECTIVE RESTRICTIONS

The above described real estate shall be subject to the following protective restrictions, to-wit:

1. The area is hereby designated as residential. Commercial enterprises are not permitted unless seventy-five (75) of all the owners therein agree in writing to such an enterprise.
2. The land subject hereto in addition to being residential shall also be a "wildlife sanctuary" and it shall be a violation of this indenture to use or permit the use of firearms or explosives, except that explosives may be used, if needed, for construction purposes provided precautionary measures are employed to protect the person and property of others.
3. All dwelling units shall be single family in nature and shall have a solid continuous foundation of poured concrete, concrete blocks, stones or bricks. The exterior of all structures shall be of new materials, except that used stone or brick may be used. Each residence shall have a liveable heated area of not less than 1200 square feet of which no less than 800 square feet shall be on the ground or main floor level. Temporary living quarters shall not at any time be set up in the basement of an unfinished dwelling or in any structure other than the residence.
4. Sanitary disposal units for sewage shall be installed prior to any residence being occupied and same shall be in accordance with Jefferson County Health Department requirements and such units

60!
279
3.21.78



Declaration of Dedication and Restrictions (Continued)

281

2. The grantors herein, their successors and assigns, shall have the right to use and to grant additional easements on or over the said roadways to any and all public utility companies provided the granting of such easements is for the installation and maintenance of local service lines only.
3. The grantors herein, their successors and assigns, reserve the right to grant easements for ingress and egress on said roadways to owners of other lands provided such easements granted shall obligate the owners of land served to be responsible for the same road maintenance assessments as the owners of property located within the boundaries of the land area covered by this indenture.
4. Owners through a Board of Supervisors, as hereinafter delineated, shall be responsible for the maintenance of said roadways.
5. The grantors herein, their successors and assigns, shall have the right to extend the roadways shown on aforesaid Survey Plat and to add additional roadways within the land area covered by this indenture.

BOARD OF SUPERVISORS

A Board of Supervisors is hereby established and it shall have the same rights, privileges and benefits accorded the grantors herein and the following provisions are hereby set forth as to selection of members thereto, their powers and duties, and the assessments that may be made. This Board is established for the benefit of the land owners within the land area described on page 1 of this indenture and others who by easement have license to use the roadways afore mentioned.

1. The Board shall be composed of five (5) members, three of whom must be owners of land within the area described on page 1. The term of office shall be for one (1) year on a calendar year basis. The board members shall elect from their number a Chairman and a Secretary-Treasurer. The Secretary-Treasurer shall keep records of all board meetings, maintain other necessary records and pay expenditures authorized by the board. Compensation may be paid the Secretary-Treasurer for work performed.
2. The first Board of Supervisors shall be appointed by the Grantors herein, their successors or assigns, and same shall be appointed when ninety (90) per cent of the land area covered by this indenture has been conveyed by Grantors to individual ownerships or on January 1, 1981, whichever occurs first. This appointed board shall serve for one year plus the remainder of the year in which they are appointed.
3. Members of the Board shall be elected by owners of record during the month of November of each year, beginning one year after the

- first Board is appointed. The election shall be held at a meeting called for that purpose by the board with a notice being sent by mail to each owner of record to his last known address at least ten (10) days prior to the date set for the meeting. Said notice shall state the purpose of the meeting, date, time and place meeting is to be held and stipulate that the owner may vote by proxy if he so wishes. Meetings shall be held in Jefferson County, Missouri, at a place not more than five (5) miles distant from the center of the area covered by this indenture. Each owner shall be entitled to one vote and the majority of the owners attending in person or by proxy shall be empowered to elect members to the Board and to conduct such other business as was stipulated in the notice of the meeting.
4. Whenever a Board member resigns, refuses to act, no longer is eligible, becomes disabled or dies, the remaining members shall appoint a successor to complete that term.
 5. The Board is empowered to make annual assessments to each owner for the purpose of maintaining roadways and doing other essential maintenance or improvements an amount not to exceed \$ 50.00 per calendar year. Any special assessments for road improvements or other purposes may only be made by vote of the majority of the owners present at a called meeting, with the same provisions applying as outlined in paragraph 3 of this section, except that the meeting need not be held in the month of November and proxies are not valid.
 6. Notice of any and all assessments (annual or special) shall be sent to record owners by mail, postage prepaid, to their last known address. Annual assessments, if levied, shall be on a calendar year basis and be due and payable on January 1st and delinquent on April 1st. Special assessments, if voted, shall be due and payable as provided for in the motion voted upon to set up said assessment, however same shall in no case be delinquent sooner than ninety (90) days after due notice of said assessment has been mailed as above provided. Any and all assessments not paid as herein set forth shall bear interest at ten (10) per cent per annum and shall constitute a lien upon the property until paid in full.
 7. The Board is empowered to enter into contracts for the maintenance of roadways and for other improvements it might deem necessary or advisable provided the money needed to pay for same is on deposit in its bank account.

GENERAL PROVISIONS.

The Grantors, herein, their successors or assigns, may by addendum add additional lands and or easements to this indenture.

Each Grantee, by the acceptance of a deed of conveyance, accepts the same, subject to all of the conditions, restrictions, covenants and other provisions contained herein and the same shall run with the land and be binding on all parties and all persons claiming under them, as though the same were recited and stipulated at length in each and every deed of conveyance.

Declaration of Dedication and Restrictions (continued).

Upon the violation of any of the restrictions, conditions, covenants and other provisions contained herein, the Grantors, their successors or assigns, shall have the right to enter onto the land upon which the violation exists and to summarily abate and remove the same at the expense of the owner thereof, any structure, thing or condition that may be contrary to the intent and meaning of the provisions hereof, and the said Grantors, their successors or assigns, or their agents, shall not be deemed guilty of any manner of trespass, or the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either in law or equity.

None of the provisions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may have occurred. The invalidity of any of the provisions herein shall not impair or affect in any manner the validity of the remaining provisions on this declaration.

This Declaration, in whole or part, with the exception of that part pertaining to "Dedications and Reservations" may be amended or modified upon the action of seventy-five (75) per cent of the owners of land within the area described on page 1 of this indenture together with the owners of any lands added by addendum. If amended or modified, same shall not be in effect until recorded in the office of the Recorder of Deeds of Jefferson County, Missouri.

This Declaration of Dedication and Restrictions, unless sooner terminated, amended or modified in accordance with the preceding paragraph, shall be in full force and effect until January 1, 2000 and may then be extended by the action of seventy-five (75) per cent of the then owners of record by filing such instrument with the Jefferson County, Missouri Recorder of Deeds. (That part of this indenture pertaining to "Dedications and Reservations" does not terminate, it is in perpetuity.)

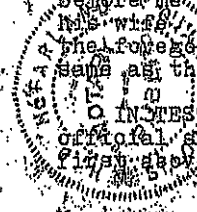
IN WITNESS WHEREOF, James W. Click, Sr. and Alice L. Click, his wife, have caused these presents to be executed the day and year first above written.

FILED FOR RECORD AT 1:40 O'CLOCK P.M.
MAR 21 1978 RICHARD KING, REC.

James W. Click, Sr.
James W. Click, Sr.

Alice L. Click
Alice L. Click

STATE OF MISSOURI } ss. On this 30th day of December, 1977
County of St. Louis }
before me, personally appeared James W. Click, Sr. and Alice L. Click, his wife, to me known to be the persons described in and who executed the foregoing instrument, and 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 in the County and State aforesaid, the day and year first above written.

My term expires Jan. 12, 1980

H. D. McFarland
H. D. McFarland Notary Public



BOOK 383 PAGE 16/31

Proposed Amendments to the Declaration of Dedication and Restrictions for the Wilderness Trails Community

as recorded in book 601 on page 279 on March 21, 1970

I. Paragraph five (5) of the section of the Declaration of Dedication and Restrictions entitled Board of Supervisors currently reads as follows:

5. The Board is empowered to make annual assessments to each owner for the purpose of maintaining roadways and doing other essential maintenance or improvements an amount not to exceed \$50.00 per calendar year. Any special assessments for road improvements or other purpose may only be made by vote of the majority of the owners present at a called meeting, with the same provisions applying as outlined in paragraph 3 of this section, except that the meeting need not be held in the month of November and proxies are not valid.

Said paragraph five (5) shall be amended, upon the action of seventy-five (75) percent of the owners pursuant to the general provision of said declaration, to read as follows:

5. The Board is empowered to make annual assessments to each owner for the purpose of maintaining roadways and doing other essential maintenance or improvements an amount not to exceed \$300.00 per calendar year with the exception of the 1988 calendar year. Any special assessment for road improvements or other purpose may only be made by vote of the majority of the owners present at a called meeting, with the same provisions applying as outlined in paragraph 3 of this section, except that the meeting not be held in the month of November and proxies are not valid. The Board is empowered to make a one-time assessment of \$800.00 for the 1988 calendar year for the purpose of paving Wilderness Road from Highway FF to the bus turn around. Said one-time assessment for the 1983 calendar year shall be due and payable on January 1st and delinquent on April 1st, 1988.



Approval of Owners

If you approve the above amendment, please provide your signature and date below beside your name and address.

Name (Printed)	Address	Signature	Date
GARY L. AUBUCHON	10 MAPLE TREE LN.	<i>Gary L. Aubuchon</i>	10-26-87
Sandra J. Aubuchon	10 Maple Tree Ln	<i>Sandra J. Aubuchon</i>	10/26/87

Rudolf Schmid of the Board of Supervisors and *Richard D. Scherer*, hereby affirm that the above signatures are valid signatures, witnessed by them during the weeks of 10/19 through 11/23/87

Jessie I. Clute

JESSIE I. CLUTE
Notary Public State of Missouri
St. Louis County
My Commission Expires March 14, 1991

II. Paragraph seven (7) of the section of the Declaration of Dedication and Restrictions entitled Board of Supervisors currently reads as follows:

- 7. The Board is empowered to enter into contracts for the maintenance of roadways and for other improvements it might deem necessary or advisable provided the money needed to pay for same is on deposit in its bank account.

Said paragraph seven (7) shall be amended, upon the action of seventy-five (75) percent of the owners pursuant to the general provision of said declaration, to read as follows:

- 7. The Board is empowered to enter into contracts for the maintenance of roadways and for other improvements it might deem necessary or advisable. The Board is further empowered to borrow funds, not to exceed \$25,000.00, to provide for such maintenance or improvement. Such a loan may only be made by vote of the majority of the owners of land within the area described on page 1 of this indenture together with the owners of any lands added by addendum.

Approval of Owners

If you approve the above amendment, please provide your signature and date below beside your name and address.

Name (Printed)	Address	Signature	Date
GARY AUBUCHON	10 MAPLE TREE LN	<i>Gary K. Aubuchon</i>	10-26-87
Sandra Aubuchon	10 Maple Tree Ln	<i>Sandra Aubuchon</i>	10/26/87

Rudolph X. Schmiedley of the Board of Supervisors and *Richard D. Johnson*, hereby affirm that the above signatures are valid signatures, witnessed by them during the weeks of 10/19 through 11/23/87

Your support in helping us see this project through to completion will be greatly appreciated. As we are sure you will agree, this is a very positive endeavor as well as a secure investment in all of our futures.

Sincerely,

Wilderness Trails Board of Supervisors

Jessie I. Clute

JESSIE I. CLUTE
Notary Public State of Missouri
St. Louis County
My Commission Expires March 14, 1991





Part of United States Survey Number 1949 and Fractional Sections 23 and 24, Township 43 North, Range 3 East of the Fifth Principal Meridian, Jefferson County, Missouri. Being Further described as follows:

Beginning at the Southwest Corner of a tract of land described in Deed Document #2014R-020809 of the land records of said County; thence North 75 degrees 40 minutes 23 seconds East, a distance of 383.35 feet to the beginning of a curve concave to the east having a radius of 175.76 feet and a central angle of 27 degrees 55 minutes 15 seconds and being subtended by a chord which bears North 21 degrees 31 minutes 36 seconds East 84.80 feet; thence northerly and northeasterly along said curve, a distance of 85.65 feet to a point of compound curvature; thence northeasterly and easterly a distance of 82.11 feet along the arc of said curve concave to the southeast having a radius of 131.00 feet and a central angle of 35 degrees 54 minutes 44 seconds; thence North 71 degrees 23 minutes 58 seconds East tangent to said curve, a distance of 54.70 feet to the beginning of a curve tangent to said line; thence easterly and northeasterly a distance of 40.54 feet along the curve concave to the northwest, having a radius of 49.56 feet and a central angle of 46 degrees 51 minutes 49 seconds; thence North 24 degrees 32 minutes 04 seconds East, a distance of 78.93 feet; thence North 16 degrees 10 minutes 57 seconds East, a distance of 51.67 feet; thence North 10 degrees 40 minutes 42 seconds East, a distance of 255.80 feet; thence North 06 degrees 11 minutes 12 seconds East, a distance of 157.77 feet; thence South 33 degrees 39 minutes 29 seconds East, a distance of 23.76 feet; thence South 35 degrees 27 minutes 30 seconds East, a distance of 487.74 feet; thence South 48 degrees 17 minutes 30 seconds East, a distance of 318.78 feet; thence South 52 degrees 17 minutes 30 seconds East, a distance of 219.12 feet; thence South 53 degrees 58 minutes 22 seconds East, a distance of 120.01 feet; thence South 61 degrees 08 minutes 14 seconds East, a distance of 251.17 feet; thence North 85 degrees 42 minutes 46 seconds East, a distance of 41.46 feet; thence South 37 degrees 11 minutes 35 seconds East, a distance of 11.24 feet; thence North 68 degrees 52 minutes 47 seconds East, a distance of 27.97 feet; thence North 61 degrees 39 minutes 20 seconds East, a distance of 113.49 feet; thence North 65 degrees 23 minutes 51 seconds East, a distance of 182.22 feet; thence North 68 degrees 25 minutes 00 seconds East, a distance of 69.69 feet to the beginning of a curve concave to the south having a radius of 430.72 feet and a central angle of 38 degrees 08 minutes 01 seconds and being subtended by a chord which bears North 87 degrees 19 minutes 11 seconds East 281.41 feet; thence easterly along said curve, a distance of 286.67 feet; thence South 73 degrees 36 minutes 48 seconds East tangent to said curve, a distance of 247.22 feet to the beginning of a curve tangent to said line; thence easterly a distance of 112.31 feet along the curve concave to the north, having a radius of 226.14 feet and a central angle of 28 degrees 27 minutes 21 seconds; thence North 77 degrees 55 minutes 53 seconds East tangent to said curve, a distance of 153.47 feet; thence North 82 degrees 30 minutes 07 seconds East, a distance of 136.35 feet; thence North 85 degrees 43 minutes 11 seconds East, a distance of 348.09 feet; thence South 86 degrees 53 minutes 25 seconds East, a distance of 97.04 feet to the beginning of a curve tangent to said line; thence easterly, southeasterly and southerly a distance of 114.66 feet along the curve concave to the southwest, having a radius of 101.38 feet and a central angle of 64 degrees 48 minutes 10 seconds to a point of compound curvature; thence southerly a distance of 42.04 feet along the arc of said curve concave to the west having a radius of 78.05 feet and a central angle of 30 degrees 51 minutes 35 seconds; thence South 08 degrees 46 minutes 20 seconds West, tangent to said curve, a distance of 41.80 feet; thence South 13 degrees 08 minutes 54 seconds West, a distance of 96.19 feet to the beginning of a curve tangent to said line; thence southerly and southwesterly a distance of 149.22 feet along the

curve concave to the northwest, having a radius of 286.62 feet and a central angle of 29 degrees 49 minutes 44 seconds; thence South 42 degrees 58 minute 37 seconds West tangent to said curve, a distance of 278.57 feet to the beginning of a curve tangent to said line; thence southwesterly and southerly a distance of 104.83 feet along the curve concave to the southeast, having a radius of 211.15 feet and a central angle of 28 degrees 26 minutes 40 seconds; thence South 14 degrees 31 minutes 55 seconds West tangent to said curve, a distance of 330.91 feet to the beginning of a curve tangent to said line; thence southerly, southwesterly and westerly a distance of 158.60 feet along the curve concave to the northwest, having a radius of 166.00 feet and a central angle of 54 degrees 44 minutes 28 seconds; thence South 69 degrees 16 minutes 23 seconds West tangent to said curve, a distance of 146.81 feet; thence South 61 degrees 37 minutes 10 seconds West, a distance of 54.59 feet; thence South 57 degrees 44 minutes 28 seconds West, a distance of 68.93 feet; thence North 32 degrees 45 minutes 59 seconds West, a distance of 149.59 feet; thence North 50 degrees 50 minutes 12 seconds West, a distance of 259.55 feet; thence North 45 degrees 39 minutes 54 seconds West, a distance of 105.38 feet; thence North 44 degrees 50 minutes 48 seconds West, a distance of 184.61 feet; thence North 54 degrees 08 minutes 48 seconds West, a distance of 194.49 feet; thence South 66 degrees 22 minutes 57 seconds West, a distance of 1050.10 feet; thence North 77 degrees 15 minutes 48 seconds West, a distance of 14.80 feet; thence North 84 degrees 00 minutes 31 seconds West, a distance of 84.98 feet; thence North 65 degrees 48 minutes 02 seconds West, a distance of 90.00 feet; thence North 81 degrees 30 minutes 27 seconds West, a distance of 134.00 feet; thence North 72 degrees 25 minutes 44 seconds West, a distance of 152.01 feet; thence North 62 degrees 56 minutes 53 seconds West, a distance of 220.13 feet; thence North 68 degrees 52 minutes 34 seconds West, a distance of 111.06 feet; thence North 64 degrees 10 minutes 01 seconds West, a distance of 149.00 feet; thence North 42 degrees 18 minutes 38 seconds West, a distance of 61.61 feet; thence North 16 degrees 13 minutes 51 seconds West, a distance of 126.50 feet; thence North 44 degrees 23 minutes 22 seconds West, a distance of 207.00 feet; thence North 30 degrees 26 minutes 18 seconds West, a distance of 264.00 feet; thence North 27 degrees 34 minutes 59 seconds East, a distance of 173.07 feet to the Point of Beginning. Containing 72.39 Acres, more or less, according to survey by Govero Land Services, Inc., in May, 2019.

LESS AND EXCEPTING THEREFROM, that part conveyed to James W. Click, Jr. and Janice L. Click, his wife, by deed recorded in Book 597, Page 677.