

Dear Neighbors,

As you are all aware, the restrictions committee has been working on a restatement of the subdivision declaration of dedication and restrictions. We are finally finished. This last iteration includes the comments and concerns the neighborhood expressed in the open meetings held a few months ago. Please be aware, it is a compromise. We cannot accommodate all conflicting views but we are confident we have adequately addressed most of the concerns and created this document in the spirit of the original.

Prior to starting the process of rewriting the restrictions, the committee debated and discussed amending the current restrictions in a series of amendments versus rewriting them. It was decided by the committee, to do a complete rewrite. I know there are many who question the need for a new set of restrictions, after all, this has worked for 40 years and what is wrong with tradition and a handshake agreement. Unfortunately, handshake agreements only work when you have honorable men & women that will honor the tradition and handshake. Unfortunately, we have some that no longer want to honor the tradition and feel they do not have to pay for the services we enjoy because they are not explicitly defined in the current dedication and restrictions. It is because of that lack of honor that the committee decided to rewrite the restrictions rather than go through a series of amendments. By rewriting, it was felt that we would have a more complete and contiguous document. The concern with amending was that the document would be too fragmented and difficult to read and follow.

Document Revisions

Some residents have stated concerns and had comments to the Dedications and Restrictions document sent out the week of 20 June. To save time for those that read the Dedications and Restrictions, the following is a list of revisions.

June 26 – Revision 1

Article V paragraph 5.1a has been split into two.

- a. Hold and exercise full control over the Shared Easements and to maintain and improve such structures which it deems to be in the best interest of the owners of Lots in the Subdivision.
- b. To grant easements and rights-of-way over common property, and to make reasonable rules and regulations for the use, operation and functioning of said property for the sole benefit and enjoyment of the Lot owners subject to this Indenture with a majority of the Association present, in person or my absentee ballot, at a duly called and convened special meeting as provided in section 2.3.

Paragraph b. added the requirement for approval of the association.

Section f. has been added –

- f. To grant temporary (Up to 6 months) or permanent variances from the provisions of this Indentures within the Protective Restrictions as provided in Article VI, when due cause is demonstrated. A permanent variance shall require both the approval of surrounding Members within a radius of two (2) lots and the Board of Supervisors.

Paragraph f. added to provide the Board with the ability to grant variances.

Article VI

Paragraph 6.4 Utilities

Removed the section “In the event that the public...owner’s expense”

Paragraph 6.6 Grandfather Clause has been added

Any permanent structure or improvement already in place at the filing date of this Indenture and at least one year old, not in compliance with this Indenture and within compliance of the prior Dedication and Restrictions or exists with a valid variance will be grandfathered.

Added to accommodate current structures outside the guidelines of the new Indentures.

This bridge document is divided into two sections, with the first being an overview of the major differences between the new restrictions and the original. The second section is a paragraph by paragraph comparison between the two documents.

The first major difference you will note is the structure of the document. The document is structured into several sections or articles.

- Article I Dedications and Reservations
- Article II Meetings and Voting
- Article III Board of Supervisors
- Article IV Capital Budget and Subdivision Assessment
- Article V Powers of Board of Supervisors
- Article VI Protective Restrictions
- Article VII Enforcement of Restrictions
- Article VIII Duration of Restrictions
- Article IX General Provisions
- Article X Amendment

Article I is keeps with the spirit of the original. The only real difference is the inclusion of definitions which were added for clarity.

Article II, Meetings and Voting have only some minor changes. The only significant change from the original is the addition of a special meeting that may be called by the members in the off chance we have a non responsive board.

Article III, Board of Supervisors has some significant changes.

- Paragraph 3.2 extends the length of the term a board member serves from 1 year to 3 years. The reason for this change is for continuity of the board. Unless a board member resigns or removed by the members, there will at most be only 2 new members on the board.
- Paragraph 3.3 changes the nomination process. Board nominations are now to be made prior to the annual meeting so that ballots for board members may be sent out with the meeting notice. The committee along with several association members were not in favor of proxy voting due to perceived past abuse and proxy harvesting. Additionally, there is an eligibility requirement in paragraph 3.4.
- Paragraph 3.4 adds an eligibility requirement for board members. The requirement for board members to be current on all assessments was added. Because the board makes financial decisions for the neighborhood, the committee thought it wise that all board members be current due to the appearance of potential conflict of interest.
- Paragraph 3.8 was added requiring a quorum of 4 board members for any transactions.
- Paragraphs 3.10 & 3.11 were added to address amendment 5, the removal of a board member.
- Paragraph 3.12 was added to indemnify the board of supervisors.

Article IV is a significant deviation from the original restrictions. Rather than a fixed annual assessment, the board will develop a budget, through a committee, for the operation and maintenance activities for the subdivision. The budget will include operational costs, road maintenance costs, trash pickup, snow & ice removal and common area grounds maintenance. Having an annually approved budget will give more flexibility and will better address future needs for road maintenance. Please note, that if something is not budgeted, the board cannot contract nor spend any money. i.e. a management company.

Article V has expanded the definitions powers of the board of supervisors but has not significantly expanded their power beyond the spirit of the original restrictions. This is in fact limiting the board to only those powers defined.

Article VI, Protective Restrictions. There are only a few minor changes from the original restrictions.

- Paragraph 6.3 changes the square footage from 1200/800 to 1500/1000
- Paragraph 6.5 changes the setback from 50 feet to 30 feet in recognizing that the topography of some lots cannot accommodate a 50 ft setback.
- Paragraph 6.6 has been added to grandfather current structures that do not meet the amended Indentures.
- Paragraph 6.9 changed the minimum subdivided lots to 3 acres from 2.
- Paragraph 6.11 was added to prohibit obstructing the view along roadways.

- Paragraph 6.12 was added requiring an new dwelling to have a minimum of a two car garage
- 6.13 was added prohibiting vehicles over 12 tons to be parked in the subdivision and no vehicles or trailers to be parked less than 10 feet from the edge of the roadway.
- Paragraph 6.14 was added to give authority to establish rules concerning the use of roadways and common areas, such as speed limits, weight limits and no parking zones.
- Paragraph 6.15 was added giving the board the authority to negotiate and contract for common services, such as trash pickup and snow removal.

Article VII, Enforcement of Restrictions has some minor additions.

- Paragraph 7.2 Violation policy was added to give the board the authority to enforce a violation policy as approved by the association.
- Paragraph 7.4 was added to protect the association from frivolous lawsuits by requiring the resident(s) suing the subdivision to pay all legal fees should the subdivision prevail in all or in part of any lawsuit.
- Articles IX & X have no significant changes.

The following is a paragraph by paragraph comparison from the proposed restatement of the restrictions to the original. **The shaded paragraphs are from the original restrictions and the *blue italicized are my comments*.** I will not be commenting on paragraphs that have been rewritten by the lawyer but have the same meaning as the original.

Amendment to and Restatement of Wilderness Trails Subdivision Declaration of Dedication and Restrictions

This declaration made and entered into on this _____ Day of _____, 202 as an amendment to and a restatement of the Declaration of Dedication and Restrictions as recorded in the Office of Recorder of Deeds of Jefferson County, Missouri, in Book 601 Page 279, including all Amendments thereto, including but not by exclusion, those recorded in such Office in Book 383 Page 1661, Book 466 Page 235, Book 970 Page 1791 and as Document No. 2020R-031068. The aforesaid Declaration as amended and restated herein shall be referred to herein as the "Declaration".

The Declaration and all covenants, terms and restrictions herein 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 21 6 feet to a point on the North line of said Section 26; thence East 953 feet to the place of beginning.

DECLARATION OF DEDICATION AND RESTRICTIONS

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 1,637 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 fence 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. (Changed by Amendment 4 – Click Property sale)

For purposes hereof, the above-described real property shall be commonly known as the Wilderness Trails Subdivision (sometimes herein the “Subdivision”). All real property within the above-described land areas shall be subject to this Declaration and the Declaration shall run with the land and shall be binding on every owner of any Lots, parcels, tracts or other land in the Subdivision (hereinafter collectively the “Lots” or “Real Property”) in the same manner as if this Declaration was set out in full in each contract and conveyance of or concerning any such Real Property.

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.

Article I

Dedications and Reservations

1.1 For good and valuable considerations acknowledged, the roadways as shown on Survey Plat recorded in Plat Book 70 pages 28 & 29 of the Jefferson County records are hereby dedicated to the present and future owners of all tracts of land within the boundaries of the land area heretofore described, subject to the following reservations and conditions:

For good and valuable considerations acknowledged, the roadways as shown on Survey Plat recorded in Plat Book 70 pages 28-29 of the Jefferson County records are hereby dedicated to the present and future owners of any all tracts of land within the boundaries of the land area heretofore described, subject to the following reservations and conditions:

- a. Owners and their guests, public safety officials, utility company personnel and the grantors herein their successors and assigns shall have the right of ingress and egress on said roads.

1. Owners and their guests, public safety officials, utility company personnel, and the grantors herein, their successors, and assigns shall have the right of ingress and egress on said roads.

- b. 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 all public utility companies provided the granting of such easements is for the installation and maintenance of local service lines only.

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.

- c. 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.

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.

- d. Owners through a Board of Supervisors, as hereinafter delineated, shall be responsible for the maintenance of said roadways.

4. Owners through a Board of Supervisors, as hereinafter delineated, shall be responsible for the maintenance of said roadways.

- e. 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.

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.

There is no change in this section 1.1.

1.2 In the event that there is any conflict between Missouri State statutes and Jefferson County ordinances and this Indenture; and any terms or conditions within this document, this document shall govern.

This paragraph was added giving this document precedence over Missouri and Jefferson county ordinances.

1.3 Definitions

- a. **Absentee Ballot:** An absentee ballot is a vote cast by someone who is unable or unwilling to attend a designated voting meeting.
- b. **Administrative Services:** Shared fees arranged by the Board of Supervisors for the management of the subdivision including, legal fees, room rental, postage, post office box, electric for the shared utility pole, office supplies, liability insurance, and signage, all included in the Capital Budget.
- c. **Capital Budget:** A budget for the working capital necessary to satisfy all projected and anticipated operating costs to operate and maintain the Administrative Services, Common Services, and Road Maintenance.
- d. **Common Services:** Shared services arranged by the Board of Supervisors, contracted for trash removal, common area mowing, road salting and snow removal, sand and boxes located throughout the community, all included in the Capital Budget.
- e. **General Assessment:** The means to fund the annual Capital Budget, as voted on annually by the Members of the community as further provided in article 4.3 of this document.
- f. **Improved Lot:** A tract of land that has been improved to include a residential dwelling. For purposes of assessments, a lot is deemed an Improved Lot on such date as the Board of Supervisors has approved the plans for the construction of a residential dwelling on the Unimproved Lot or the lot owner has commenced any work towards the construction of a residential dwelling on the lot or whichever is earlier.
- g. **Indenture:** Defined as this Amendment to the Restatement of Wilderness Trails Subdivision Declaration of Dedication and Restrictions.
- h. **Member:** A property owner (included in the lot deed) is anyone who owns land included in the recorded plat of the Subdivision as described in plat book 70, pages 28 & 29. These "Members" shall be the owners of Lots within the Subdivision and owners of real property who have been granted by the Grantor or the Association an easement for ingress or egress over Wilderness Road.
- i. **Road Maintenance:** Any work, including maintenance, improvements, and/or replacement, that is planned and performed on all roads included within the subdivision, and those conveyed via the roadway easement, for the purpose of ingress and egress. This includes, but is not limited to, patching, grading, ditching, repairing, repaving, striping, cleaning and maintaining culverts, controlling roadside brush and vegetation, filling, sealing, resurfacing, maintaining signage, guardrails, and other safety measures.
- j. **Shared Easements:** While the community may not own any shared property it does, through shared easements, contain and maintain certain common areas, such as the dumpster area and areas along the roadway.

- k. **Subdivision:** As defined at the beginning of the document, Page 1, paragraph 3.
- l. **Unimproved Lot:** A tract of land within the subdivision with no permanent residence or building on the land.
- m. **Wilderness Trails Owners Association Account (WTOA Account)** An account for each Improved Lot and Unimproved Lot for the purposes of billing, record keeping, and accounting as maintained by the Board of Supervisors for billing General and Special Assessments. The WTOA account is secured by both the Unimproved and Improved Lot and transfers to each subsequent owner.
- n. **Violation Policy:** A policy adopted and maintained by the Board of Supervisors in accordance with Section 7.2.

Definitions were added for clarity.

Article II

Meetings and Voting

2.1 Membership. The Grantor of the Subdivision has previously provided for and created the Wilderness Trails Owners Association (WTOA) (hereinafter the “Association”). A property owner (included in the lot deed) is anyone who owns land included in the recorded plat of the Subdivision as described in plat book 70, pages 28 & 29. These “Members” shall be the owners of Lots within the Subdivision and owners of real property who have been granted by the Grantor or the Association an easement for ingress or egress over Wilderness Road.

Paragraph 2 is added to better define who the members of the association are.

2.2 Annual Meetings. An annual meeting of the Members shall be held each year on the second Tuesday of September. Notice of the annual meeting of the Members shall be made by the Board of Supervisors by United States Mail, email, hand delivery or by posting a copy of any notice on the front door of a home of a Member at least ten (10) days prior to the meeting. Notice shall set forth the date, time, place, and agenda for the meeting. Only noticed items will be voted on during the Annual Meeting. Any member who attends the Annual Meeting without making an objection to notice waives any objection regarding notice.

4. Annual Meeting. Notwithstanding any provision of the Declaration to the contrary, each annual meeting of the members of the Association shall be held on the second Tuesday of September, in each year the Declaration remains in effect. Such meeting shall be held at a location designed by the Board, within a 5 mile radius of the Neighborhood.

- a. At each annual meeting, the Members shall elect an eligible Member/s to fill each position on the Board of Supervisor(s) whose term has expired.

- b. At each annual meeting, the Members shall vote on the proposed Capital Budget, which will determine the General Assessment for the following year.
- c. At each annual meeting, minutes will be kept and maintained by the Association.

The only significant change here is voting on the Capital Budget. The voting and nomination process is described in sections 2.5 and 3.3 respectively.

2.3 Special Meetings.

- a. A Special Meeting of the Members of the Association may be called by the Board of Supervisors. The notice must identify the purpose/s of the meeting. Only the purpose/s included in the notice may be voted on in a Special Meeting.
- b. A Special Meeting may also be called by a petition signed by the Members representing at least thirty-five percent (35%) of the Members of the Subdivision. If called by the Members, the petition shall on each signature page state the purpose/s of the meeting. The petition shall be submitted to the Board of Supervisors in writing. The Board of Supervisors shall notify the person(s) who submitted the petition, its findings of whether the petition satisfies the requirements for calling a special meeting, and the reason(s) for its determination within 21 days of receipt of the petition.
- c. The Board of Supervisors shall schedule and give notice to the Members of a properly called Special Meeting in the manner as provided in section 2.2. Should the Board of Supervisors decline to hold a meeting, despite the above provisions being met, the community shall be permitted to hold a meeting in which voting may take place, provided that the requirements as stated in section 2.2, 2.4, and 2.5 are followed.
- d. Minutes of any Special Meeting will be kept and maintained by the Association.

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 1988 calendar year shall be due and payable on January 1st and delinquent on April 1st, 1988.

The original restrictions had no provisions for special meetings, except for the purpose of special assessment. As history has shown, there are times that special meetings are required, whether by the board or by the members.

2.4 Meeting Location. The location of a meeting of the Members of the Association shall be determined by the Board of Supervisors and will be within a ten (10) mile radius of the intersection of Highway FF and Wilderness Road, being the entrance to the Subdivision.

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.

2.5 Voting. Members present at a meeting are entitled to one vote per WTOA Account on any matter, given notice in the manner as provided in section 2.2, and presented for vote at the meeting of the Association, whether Annual or Special.

A majority vote of the Members attending in person or by absentee ballot shall determine all issues, except amendments to the Indenture as provided hereafter.

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.

2.6 Association Membership. The Association shall consist of “Members”. The Association shall be managed by a Board of Supervisors.

Article III

Board of Supervisors

3.1 Board. 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 of Supervisors is established for the benefit of the owners of the Real Property that is subject to this indenture and others who by easement have license to use the roadways as aforementioned.

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 aforementioned.

3.2 Composition. The Board of Supervisors shall be composed of five (5) Members, all of whom must be Members of the Association. The term of office shall be for 3 calendar years, with such terms staggered such that the term of not more than two (2) Supervisors expires each year. Each term will begin immediately following the Annual Meeting of the Association and shall end immediately following the third annual meeting of the Association thereafter, except as otherwise herein provided.

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.

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.

The date was changed from November to September to come in line with our tradition of a September meeting. The length of service was changed from 1 year to 3 years as explained in the introduction.

- a. Any terms herein to the contrary notwithstanding, the Members of the Board of Supervisors at the time this Amendment and Restatement is approved shall continue to serve as the Board of Supervisors until an election is conducted at the next Annual Meeting of the Members of the Association.
- b. At the first election of the Board of Supervisors following the adoption of this Amendment and Restatement, the Members shall elect five (5) Members of the Board of Supervisors. The two with the most votes shall serve a term of three (3) years each; the next two with the most votes shall serve a term of two (2) years each; and the fifth member of the Board of Supervisors shall serve a term of one (1) year. For this election, in the event of a tie, if the candidates fail to agree to their respective terms, their respective terms shall be determined by a coin flip. In subsequent years, in the event of a tie that is not immediately resolved by an agreement of the candidates, new ballots shall be cast by

the Members in attendance or by absentee ballot, and if such voting fails to determine the winner within two (2) ballots, then the election shall be determined by a coin flip.

3.3 Nominations. Any Member may nominate a Member as a candidate for the Board of Supervisors. Nominations must be delivered to the Board of Supervisors by August 15th; prior to the date of the Annual Meeting of the Association to allow the Board of Supervisors to share the ballots with the Members. The Board of Supervisors shall prepare the ballots with all eligible Members who have been timely nominated thereon and who have consented to being a candidate. The Board of Supervisors will stop accepting nominations on August 15th of the current year. The Board of Supervisors will notify the community of the nominees at least 10 days prior to the meeting, by the process as described in section 2.2.

Board nominations are now to be made prior to the annual meeting so that ballots for board members may be sent out with the meeting notice. The committee along with several association members was not in favor of proxy voting due to perceived past abuse and proxy harvesting. Additionally, there is an eligibility requirement in paragraph 3.4.

3.4 Eligibility. Only Members who are current on all assessments may be eligible to be elected to and serve on the Board of Supervisors.

- a. The Secretary will report to the Board any Members who are nominated for a position on the Board.
- b. The Treasurer and the President will notify the Members of the Board whether any nominee is delinquent on assessments. The nominee will have until August 15th to become current on any unpaid assessments in order to remain eligible for election. A Member who is not eligible shall not be named on the ballot for the annual meeting election.

Paragraph 3.4 adds an eligibility requirement for board members. The requirement for board members to be current on all assessments was added. Because the board makes financial decisions for the neighborhood, the committee thought it wise that all board members be current due to the appearance of potential conflict of interest..

3.5 Officers. Executive Officers of the Association shall consist of a minimum of three (3) Members and shall include a President, Secretary, and Treasurer. The Board of Supervisors may appoint other officers as they deem necessary. The Board of Supervisors shall select the officers. Any two or more offices may be held by the same person for up to thirty (30) days before a position is filled.

- a. **Election and Term.** The officers shall be selected at the first meeting of the Board of Supervisors following the annual meeting of the Members of the Association. The officers shall hold their office for a term of one (1) year.
- b. **Duties of the Officers:**
 - i. **President:** The President shall supervise and conduct the business and affairs of the Association, subject to the authority hereinabove given to the Board of Supervisors and shall preside at all meetings of the Association and of the Board of Supervisors. The President shall perform all duties incident to his or her office.
 - ii. **Secretary.** The Secretary shall attend all meetings of the Association and the Board of Supervisors and shall record votes and keep minutes of such meetings. The Secretary shall give all notices in the manner required by this Indenture, Dedication and Restrictions. The Secretary shall be the custodian of the Association's records. The Secretary shall, in general, perform all duties incident to the office of Secretary and perform such other duties as may be required by the Board of Supervisors. If the Secretary is absent from any meeting, another Board Member shall perform the duties of Secretary if previously so appointed and, if not, the Board of Supervisors may select any of their number or any Member to act as temporary Secretary.
 - iii. **Treasurer.** The Treasurer shall keep and maintain all financial records of the Association including, but not by way of exclusion, maintaining account records of each Member regarding assessments levied, paid, and due and payable, as well as any other interest or other charges due as provided herein. The Treasurer shall pay all bills and expenses as authorized by the Board of Supervisors and in accordance with any separate policies adopted by the Board of Supervisors. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be required by the Board of Supervisors.

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.

No material change was made to the board composition, only better describing the offices and their duties.

3.6 Compensation. The officers of the Board of Supervisors shall not be compensated but shall be reimbursed expenses incurred on behalf of the Board of Supervisors and with the Board of Supervisors approval.

This is a change from the original as stated in the above paragraph. The original restrictions allowed for compensation of the Secretary-Treasurer, the now proposed restrictions do not allow for compensation to any officer.

3.7 Board of Supervisors Meetings. The initial meeting of the Board of Supervisors will be held within two (2) weeks of the date of that annual meeting at such time and place as designated by the Board of Supervisors adjourning said meeting, and in no event later than thirty (30) days after the annual meeting of Members. Meetings of the Board of Supervisors will be held at such time, on such day, and at such a location as designated by the Board of Supervisors. A Member of the Board of Supervisors may attend the meeting by telephone or video conference so long as all Members are capable of hearing each other.

Members may attend Board of Supervisors meetings upon request, although may be asked to leave during the discussion of legal, confidential and/or compliance issues.

This paragraph was added to require at least one meeting shortly after the annual meeting and to formally require the board to allow members to attend the meetings.

3.8 Quorum. Four (4) Members of the Board of Supervisors shall constitute a quorum for any transaction of business at a meeting of the Board of Supervisors, and the act of the majority of such quorum present at any such meeting shall be the act of the Board of Supervisors.

The requirement for a quorum of 4 board members was added.

3.9 Vacancy. In the event that a member of the Board of Supervisors dies, resigns, or is no longer eligible, the remaining Members of the Board of Supervisors shall immediately appoint a Member to complete that Supervisor's term.

- a. The Board shall make a reasonable effort to appoint a successor within thirty (30) days of notice of the vacancy.
- b. In the event that there are two or more vacancies on the Board of Supervisors at the same time, a special election shall be called by the Board of Supervisors in accordance with the Indenture as provided in Section 2.3, 2.4 and 2.5, at which the Members shall elect successors to fill the positions.
- c. If a Board of Supervisors Member abandons their position or fails to attend 50% of the meetings in a calendar year without the absence being approved by the Board of

Supervisors, that person is deemed to have abandoned their position and the Board of Supervisors can fill the position.

Whenever a Board member resigns, no longer is eligible, disabled and cannot perform their duties or dies, the remaining members shall immediately remove the board member and appoint a successor to complete that term within 30 days

Upon obtaining signatures of at least 35% of owners, a Special owner called meeting may be held to remove a Board member for any reason at any time and elect a replacement Board member for the remaining term. The Special Meeting notice being sent by mail to each owner of record to his last known address or electronically by email at the owner's election, at least (10) days prior to the date set for the meeting. Each owner shall be entitled to 1 vote and the majority of owners attending in person or by proxy shall be empowered to remove and elect Board members. The meeting shall be held within a 10 mile radius from the center of the area covered by this indenture.

At the Board called meeting in Paragraph Three (3) of the Declaration of Dedication and Restrictions entitled Board of Supervisors, a Board member may be removed for any reason and a replacement board member elected for the remaining term by a simple majority of owners present at the meeting. Notice of a vote to remove a Board member at the meeting is not required to be provided in notice meeting required in Paragraph Three (3).

3.10 Removal by Board of Supervisors. Any board member appointed by the Board of Supervisors may be removed at any time by a unanimous vote of the remainder of the Board of Supervisors.

- a. Elected board Members may be removed by the process as described in Section 3.11 (Removal by Association).

3.11 Removal by Association. Members may call a Special Meeting by the process as described in Section 2.3 of the Indentures for the sole purpose of voting to remove a member or Members of the Board of Supervisors during that Member's term. A petition for such a meeting requires the signature of not less than thirty-five percent (35%) of the Members of the Association. The petition should identify on each signature page, the Board of Supervisor Member or Members to be removed and state the specific reason for their removal. A two-thirds majority of Members present in person is necessary to remove a Board of Supervisor Member/s by following the meeting rules of a Special Meeting by the process as described in Section 2.3 and voting by the process as described in section 2.5.

Whenever a Board member resigns, no longer is eligible, disabled and cannot perform their duties or dies, the remaining members shall immediately remove the board member and appoint a successor to complete that term within 30 days

Upon obtaining signatures of at least 35% of owners, a Special owner called meeting may be held to remove a Board member for any reason at any time and elect a replacement Board member for the remaining term. The Special Meeting notice being sent by mail to each owner of record to his last known address or electronically by email at the owner's election, at least (10) days prior to the date set for the meeting. Each owner shall be entitled to 1 vote and the majority of owners attending in person or by proxy shall be empowered to remove and elect Board members. The meeting shall be held within a 10 mile radius from the center of the area covered by this indenture.

At the Board called meeting in Paragraph Three (3) of the Declaration of Dedication and Restrictions entitled Board of Supervisors, a Board member may be removed for any reason and a replacement board member elected for the remaining term by a simple majority of owners present at the meeting. Notice of a vote to remove a Board member at the meeting is not required to be provided in notice meeting required in Paragraph Three (3).

3.12 Indemnity. The Association shall indemnify every Officer of the Board of Supervisors against any and all expenses, including legal fees reasonably incurred by or imposed upon an Officer in connection with all or any action, suit, or other proceedings (including settlement of any suit or proceeding, if approved by the then Board of Supervisors) to which he or she may be a party by reason of being or having been an Officer; provided that any such Officer has acted in good faith or in a manner reasonably believed to be in, or not opposed, to the best interest of the Members.

The Officer shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or may also be Members of the Association), and the Association shall indemnify, defend and forever hold each Officer free and harmless against any and all liability to others on account of any such contract, commitment, act or omission.

This right to indemnification shall not exclude other rights to which any Officer or former Officer may be entitled. The right to indemnification shall not be exclusive of any other rights to which any present or former Officer may be entitled. The Association shall as a common expense, maintain adequate general liability and Officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Article IV

Capital Budget and Subdivision Assessment

4.1 Assessments. The Board of Supervisors of the Association will have the power to levy assessments on all lots, both Improved Lots and Unimproved Lots within the Subdivision. Upon the date of such levy, the amount of the assessment shall be a lien on such lot.

S. 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 1988 calendar year shall be due and payable on January 1st and delinquent on April 1st, 1988.

4.2 Capital Budget. By not later than June 1st of each calendar year, the Board of Supervisors shall appoint a committee to prepare a budget for the working capital necessary to satisfy all projected and anticipated operating costs to operate and maintain the Subdivision streets, sewers, shared easements, snow and ice removal on streets, Common Services, as well as the expenses relating to the operation of the Association's business and carrying out the Board of Supervisors duties as herein provided, including but not by exclusion, enforcement of the terms and conditions herein.

A proposed Capital Budget will be submitted by a committee to the Board of Supervisors by not later than August 15th of each calendar year, and the Board will make the proposed Capital Budget available for review by Members prior to the annual meeting. Members will have an opportunity at the Annual Meeting to ask questions and provide comments to the Board of Supervisors regarding the proposed Capital Budget. The Members will then vote on the proposed Capital Budget.

Should this vote pass, the Board of Supervisors will adopt the Capital Budget approved by the Members during the first board meeting, which will apply to the next calendar year.

- a. Should the budget not be approved, the Board of Supervisors will follow the previous year's Capital Budget.

This is a significant change from the way the subdivision has operated. The committee had much discussion on this topic and went the route of an annual budget:

- 1. Adds flexibility in order to adapt to a changing environment, with association approval. It allows for budgeting of snow removal, trash pickup, grounds maintenance, utility bills, sign maintenance, legal fees, etc.***
- 2. It corrects the shortcomings of the current restrictions to collect for snow removal, trash pick-up and other miscellaneous expenses. It all must now be budgeted and approved by the association.***

4.3 General Assessments. The Board of Supervisors will notify the Members of the amount of the General Assessment, as determined by the Capital Budget, no later than December 15th. The General Assessment will be deemed to impose on each Member an obligation for payment. The Board of Supervisors may uniformly offer a payment program allowing Members to pay their assessments in equal monthly or quarterly installments.

- a. Assessments Determinations: Members shall be assessed based on the state of their lot (Improved or Unimproved Lot as defined in section 1.3, parts f & l) on December 1st, in accordance with the approved budget for the following year.
- b. Unimproved Lots will be assessed to include all Road Maintenance expenses and Administrative Services as described in section 1.3 parts b and i.
- c. Improved Lots will be assessed to include all Common Services, Administrative Services and Road Maintenance expenses, as described in 1.3, parts b, d, and i.

This section is new and defines the process for determining and collecting the assessments.

4.4 Special Assessments. Assessments which relate to a particular, usually one-time-only expense for the maintenance, repair or improvement of the streets, roads and common ground serving the Subdivision. A Special Assessment will be adopted at an Annual Meeting or a Special Meeting and approved only as follows:

- a. A written proposal describing the need for a Special Assessment will be submitted to the Members, and such proposal will describe the plans for the project contemplated

and the estimated amount required for the completion of the project, together with an estimated amount of the assessment per WTOA Account and/or Member. The proposal will be submitted to the Members in the process as provided in Section 2.3.

- b. At a Special Meeting of the Association the proposal will be discussed and may not be amended. The proposal shall be approved by the Members only upon a majority of the Members present, in person, or by absentee ballot approving the proposal as submitted.
- c. All Special Assessments collected will be used solely for the purposes expressed and adopted by the Members as aforesaid. Any excess funds remaining after the completion of the said purpose(s) or after same have been abandoned, will be returned to the affected Members who have paid same, pro rata, unless otherwise provided and agreed upon by written resolution adopted by the aforesaid majority at the same meeting in which the proposal and Special Assessment were approved. In the event that an owner of a Lot has changed between the date of the aforesaid meeting and a date of a refund, the refund shall be delivered to the owner of the Lot at the time of the refund.

S. 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 1988 calendar year shall be due and payable on January 1st and delinquent on April 1st, 1988.

4.5 Due Dates

- a. **Due Date – General Assessments.** Unless otherwise expressly provided by the Board of Supervisors, the General Assessment shall be invoiced quarterly and payable 30 days after receipt of an invoice. Payments will be accepted in monthly, quarterly, or annual installments as arranged with the Board of Supervisors and in compliance with the Collection Policy.
- b. **Due Date – Special Assessments.** Each Special Assessment shall become due and payable on the date as approved by the Members, and if no date is included, then on the 90th day following notification of the Special Assessment.

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.

The ability to pay quarterly and monthly, without penalty was added. The original restrictions had no provision other than annual payment.

4.6 Interest. If any General or Special Assessment is not paid when due, it shall bear interest at the rate of twelve percent (12%) per annum or up to the maximum allowed by law, from the date due. No interest shall accrue upon the amount of unpaid assessment that is being timely paid in accordance with an installment payment plan approved by the Board of Supervisors and offered to all Members.

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.

4.7 WTOA Account. A separate "Account" ledger shall be maintained per Member for General and Special Assessments, which account shall list the Member, who on a date a levy of assessment was made, and their last known address(es), the current owners thereof and their last known address(es), the assessment as and when made, interest and other costs of collection as herein provided, and payments as and when received.

4.8 Lien. A lien for every assessment accrues on the date of levy of the assessment on each lot. The lien shall also include interest or late charges, fines, and any cost or expenses incurred for the enforcement of this Indenture, from the time the same shall have accrued. Any expenses of recording a lien shall be an expense incurred for the enforcement of this Indenture. Such lien

may be enforced as herein provided, or otherwise as provided by law. The Board of Supervisors has the right but not the duty to file a notice of lien in the Office of the Recorder of Deeds in Jefferson County, MO.

- a. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the assessment was levied.
- b. A lien under this section is prior to all other liens and encumbrances on the Lot, except: A lien, deed of trust or mortgage on the Lot recorded before the date on which the assessment was levied.
- c. Upon written request by a Member or their agent, the Board of Supervisors will furnish to that Member, or their agent, a statement setting forth the amount of unpaid assessments, interest and other costs that are a lien upon the Lot(s).

5. Liens. Paragraph 5 of the section of the Declaration under the heading "Board of Supervisors" is hereby amended and, to the extent of any inconsistency, superseded by the following:

"The annual assessment which the Board may charge to any owner of any lot or portion thereof within the Neighborhood, and the amount of the lien which may be asserted and levied upon in respect of such annual assessment, may exceed \$300.00 per calendar year to the extent of any and all sums which such lot owner owes under the terms of the Declaration. The special assessment referred to in the Paragraph 5 is separate and distinct from such annual assessment."

Paragraph 6 of such section is hereby amended and, to the extent of any inconsistency, superseded by the following:

"All liens referred to in subsection b of this paragraph shall be filed, asserted, levied upon, foreclosed and otherwise dealt with by the Board in accordance with, and shall be governed by, the provisions of the Revised Statutes of Missouri which relate to mechanic's liens."

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.

The original restrictions allowed for liens to be placed on delinquent accounts. These changes better define the lien process.

4.9 Remedies. Any assessment which is not paid when due shall be delinquent unless the Board of Supervisors has, in writing, an authorized payment plan. If a payment plan has been authorized, the assessment shall be deemed delinquent if any payment has not been paid when due and the full amount of the assessment is then due and payable.

The Association may, as the Board of Supervisors shall determine, institute suit to collect such amounts and/or foreclose its lien for any delinquent assessment. The Board shall be entitled to all its costs of collection, including, but not by exclusion, attorney's fees, court costs, and costs of service.

The Association's lien shall be foreclosed in like manner as a deed of trust on real estate, including power of sale as provided by Missouri Revised Statutes for foreclosure of a Deed of Trust.

No owner may waive or otherwise escape liability for assessments by the sale or transfer or the lot, abandonment of the Lot, or non-use of any street, Shared Easements, Road Maintenance, Administrative Fees, Common Services, etc. The obligation of the assessment, interest, and cost shall attach to the owner(s) of the Lot at the time the assessment is levied, as well as the Lot. The sale or transfer of the lot does not relieve the owner of the obligation.

Each remedy as hereinabove provided shall be nonexclusive and cumulative. The remedies as hereinabove provided will not prohibit the Association from accepting a deed in lieu of foreclosure.

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.

This section 4.9, was added by the lawyer to give the association the ability to collect on grossly overdue accounts. Please be aware though, the process for foreclosing is an arduous one and not one easily accomplished.

Article V

Powers of Board of Supervisors

5.1 The Board of Supervisors is hereby empowered to the following powers:

- a. Hold and exercise full control over the Shared Easements and to maintain and improve such structures which it deems to be in the best interest of the owners of Lots in the Subdivision

To grant easements and rights-of-way over common property, and to make reasonable rules and regulations for the use, operation and functioning of said property for the sole benefit and enjoyment of the Lot owners subject to this Indenture with a majority of the Association present, in person or my absentee ballot, at a duly called and convened special meeting as provided in section 2.3.

3. Easements. Notwithstanding any portion of the Declaration to the contrary, including but not limited to Paragraph 3 under the heading "Dedications and Reservations", no owner of any lot (or any portion thereof) in the Neighborhood shall, without the prior written consent of seventy-five percent (75%) of the members of the Association present, in person or by proxy, at a meeting duly called and convened, grant any easement, access right, right of way or similar right to any person or entity, the effect of which would be to provide the grantee thereof with vehicular access to any street or roadway within the Neighborhood. Any such easement of similar grant shall be invalid and of no force or effect. No party may cut, for purposes of installing a private driveway or roadway, any curb adjoining any portion of any roadway located with the Neighborhood, without the prior written consent of a majority of the Board.

- b. Control easements, streets, walkways, and rights-of-way as it deems necessary. Maintain, repair, supervise and insure the proper use of said easements and streets, street lights, sewers, pipes, poles, wires and other facilities or utilities for service to the Lots within the Shared Easements subject hereto, in accordance with budgetary approval of the community as in the process as provided in section 4.2.

NEW

- c. Dedicate the private streets, walkways or rights-of-way, or any portion thereof, when such dedications would be accepted by an appropriate public agency and to vacate or abandon an easement upon unanimous agreement of the Board of Supervisors if such abandonment is in the best interest of the Members, and as determined by the community, and subsequently voted on and approved by the community.

NEW

- d. After reasonable notice, (not less than 30 days) to owners of a Lot in violation of this Indenture, or any rule or regulation, and a written demand to come into compliance with this Indenture, and any rule or regulation, take all reasonable steps to bring said Lot into

compliance with this Indenture and charge the owners thereof with the reasonable expense incurred including attorneys' fees, expert witness fees and costs of litigation of all which shall become a lien against such neglected Lot.

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.

- e. To grant temporary (Up to 6 months) or permanent variances from the provisions of this Indentures within the Protective Restrictions as provided in Article VI, when due cause is demonstrated. A permanent variance shall require both the approval of surrounding Members within a radius of two (2) lots and the Board of Supervisors.

NEW

- f. Consider, approve, or reject any and all plans and specifications for any and all buildings or structures, swimming pools, detached buildings or outbuilding proposed for erection on any Lot or, proposed additions to any of the foregoing, in the process as provided in section 6.3 and 6.5, by issuing written authorization with the approval of a majority of the Board of Supervisors of the plans and specifications thereof.

"No owner or occupant of any portion of the Neighborhood shall construct any improvement within the Neighborhood, or alter the external appearance of any improvement presently existing within the Neighborhood, unless and until (a) it has submitted to the Board of Supervisors of the Neighborhood (referred to herein and in the Declarations as the "Board") (i) plans and specifications, including but not limited to architectural and/or engineering drawings and/or blueprints, in accordance with which such construction and/or alteration are proposed to be effected and (ii) evidence satisfactory to the Board that the party or parties which such owner or occupant wishes to perform such construction and/or alteration has posted a surety bond and/or is insured in an amount sufficient to cover any and all tort and contractual liability which could reasonably result from such activities, including but not limited to damage to Neighborhood common elements such as roadways, curbs and lighting posts and fixtures; and (b) the Board has approved such plans and specifications in writing. The Board may redress any violation of the restrictions and requirements set forth in the Paragraph by preliminary and/or permanent injunctive relief, entry onto the property on which such violation is being carried out and enforcing the cessation of such violation, and/or suing for

damages. In any such litigation, the losing party shall pay the attorneys' fees and costs of the prevailing party."

- g. Contract or otherwise provide for trash and yard waste service, snow removal, Shared Easements mowing and other such services as shall be in the interest of the health, welfare and safety of the Members of the Subdivision, its Shared Easements, streets, and roads, and to enter into exclusive or non-exclusive contracts on behalf of the Association for such purposes.

The Board of Supervisors may negotiate to have such service providers to bill lot owners for the service or may separately bill Members for their share of these services or include the same in General Assessments, as provided in Section 4.3.

- h. In exercising the rights, powers and privileges herein granted, to enter into contracts, employ agents and other employees as they deem necessary or advisable, and to employ counsel to advise and represent the Board of Supervisors, individually or collectively, when acting in their capacity as Members of the Board of Supervisors, as approved by the Capital Budget.
- i. Deposit the funds coming into their hands in a duly insured bank or savings and loan association.
- j. Make assessments upon and against all Lots in the Subdivision, and any additional Lots or properties using or having an easement to use the streets and roadways as provided in Article I above, for the purposes and in an amount and manner provided for hereafter.

S. 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 1988 calendar year shall be due and payable on January 1st and delinquent on April 1st, 1988.

- k. To exercise such other powers as shall be expressly or impliedly herein provided or reasonably necessary to promote and maintain the Subdivision for the enjoyment of the Members and for the protection of property values in the Subdivision.
- l. Require a surety bond prior to the construction of, or addition to any home or structure on any Lot. The surety bond shall be provided to the Board of Supervisors to protect

against damage to the roadways and other Subdivision improvements during construction. The board of supervisors will approve or deny the surety bond.

- m. All rights, powers, duties, and acts conferred upon the Board of Supervisors may be executed by a quorum of the Board of Supervisors, unless otherwise provided herein.
- n. To adopt by-laws, policies, rules and regulations and a violation policy not inconsistent with this Indenture. To implement and enforce this Indenture and compel compliance with the same.
- o. As prescribed by these restrictions, to clean up rubbish and debris, remove grass and weeds, to trim, cut back, remove, replace, and maintain trees, shrubbery and flowers, upon any vacant or neglected Lot and to charge the Lot owner reasonable expenses so incurred or reasonable value of the services, including any reasonable attorney fees necessary to enforce the Indenture.

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.

- p. To coordinate special events in the interest of the residents of the Subdivision.
- q. To adopt and amend budgets for revenues, expenditures, and reserves, to collect General and Special Assessments from owners, and to enforce all terms, conditions and restrictions as provided in this Indenture.
- r. With approval of the Lot owners at a vote at an Association meeting, borrow funds not in excess of Fifty Thousand Dollars (\$50,000.00). Repayment of any such loan shall be provided for in each Capital Budget until the loan is fully satisfied.

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 of page 1 of this indenture together with the owners of any lands added by addendum. In addition to the powers granted above, the Board is empowered to obtain an additional one time \$35,000.00 loan for the paving of the remaining roadways in the

subdivision. Acceptance of this amendment would allow the Board to borrow this additional amount.

- s. To institute, defend or intervene in litigation or administrative proceedings in the Association's name or on behalf of the Association on matters affecting the Subdivision.
- t. To provide for and appoint such Members for such committees as it deems necessary to assist it in performing the business of the Board of Supervisors and the Association. Such committees shall have such purposes and perform such functions as may be assigned to them. The Members of the committee shall be Members in good standing of the Association. A Membership of a committee shall expire at the next annual meeting of the Association, unless expressly stated in the Resolution of the Board of Supervisors to the contrary. Members of a committee serve at the pleasure of the Board of Supervisors and may be removed by a vote of the Board of Supervisors.

Much of section 5.1 is new. It doesn't however materially change or expand the powers of the board. It does however better define and limit their powers to only that described in this section.

Article VI

Protective Restrictions

The Real Property shall be subject to the following protective restrictions, to-wit:

6.1 Residential. The Lots and all property within the Subdivision shall only be used for residential purposes. The Lots in this Subdivision shall be restricted to single-family residential usage only, any rental lease term shall not be less than six (6) months, short term rentals are prohibited. Not more than one (1) main building shall be erected on any one Lot in the Subdivision.

1. The area is hereby designated as residential. Commercial enterprises are not permitted unless seventy-five percent (75%) of all the owners therein agree in writing to such an enterprise.

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 livable 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.

All grading, excavation, buildings or other improvements of any kind on any lots shall satisfy all applicable laws, rules and regulations, including but not by limitation any building codes, all fire codes as they exist at the time of construction or any subsequent alteration and according to the Jefferson County, MO building codes.

6.2 Firearms and Explosives. It shall be a violation of this Indenture to use or permit the use of firearms or explosives on the Real Property, except explosives may be used, if needed, for construction purposes provided precautionary measures are employed to protect the person and property of others. Noncompliance shall be subject to the terms of the Violation Policy.

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.

6.3 Building Materials and Location. The residential dwelling and any other buildings or structures permitted on the Lot 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 new residence shall have a living/heated area of not less than 1500 square feet of which no less than 1000 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 unfinished dwelling or in any structure other than the residence.

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 livable 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.

The square footage requirement was changed.

No mobile homes, house trailers or modular homes are permitted to be used as residential dwelling in the Subdivision or for any other purpose, nor may any of the same be stored within the Subdivision. Recreational vehicles and campers may be stored (not to exceed one per property owner) provided the same are stored behind the residential dwelling or other building on the Lot and maintained so as not to be unsightly.

6. Mobile homes, house trailers or other readily movable residential type structures are not to be used as residences nor are they to be stored in the area. Recreational vehicles may be stored (not to exceed one per property owner) provided same are maintained so as not to be unsightly.

Each Improved Lot shall have an attached or detached garage of sufficient size to park not less than two (2) motor vehicles.

- a. No person shall occupy any temporary building or structure, any garage, outbuilding, recreational vehicle, or camper for temporary or permanent living on the Real Property.
- b. Building plans shall be submitted to the Board of Supervisors before any building is begun or any change or alteration to the exterior or an existing building is commenced. The Board of Supervisors shall have thirty (30) days from such submission to accept or reject such submission, and if the Board of Supervisors does not accept or reject the submission within such thirty (30) days, the plans shall be deemed accepted. The Board of Supervisors may require a surety bond in order to ensure that upon completion of the project, all debris shall be removed from the site and any adjacent property, and all damage to the Subdivision improvements is repaired.
- c. Noncompliance will be subject to the Violation Policy.

6.4 Utilities. If public utilities are not available when an Unimproved Lot owner builds on a Lot, the Lot owner may install a well and septic system to serve the Lot. Sanitary disposal units for sewage shall be installed prior to any residential dwelling being occupied and same shall be in accordance with Jefferson County Health Department requirements and such units shall be maintained so that they operate in an effective and efficient manner.

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 shall be maintained so that they operate in an effective and efficient manner.

6.5 Set Back. No part of any residential dwelling or other structure including garage, porch, carport, or other appendage shall be constructed closer than 10 feet to any property line and

each shall be at least 30 feet from any road right of way line. No detached building shall be closer to the right of way line than the residential dwelling.

5. No part of any residence or other structure including porch, carport or other appendage shall be constructed closer than 10 feet to any property line and shall be at least 50 feet from any road right of way line. The exterior of all structures as well as the land shall be kept in a neat and orderly condition.

The setback from the road was decreased from 50 feet to 30 feet to better accommodate some of the lots.

6.6 Grandfather Clause. Any permanent structure or improvement already in place at the filing date of this Indenture and at least one year old, not in compliance with this Indenture and within compliance of the prior Dedication and Restrictions or exists with a valid variance will be grandfathered.

Added to accommodate current structures outside the guidelines of the new Indentures.

6.7 Mobile Homes. No mobile homes, house trailers or modular homes are permitted to be used as residential dwelling in the Subdivision or for any other purpose, nor may any of the same be stored within the Subdivision.

6. Mobile homes, house trailers or other readily movable residential type structures are not to be used as residences nor are they to be stored in the area. Recreational vehicles may be stored (not to exceed one per property owner) provided same are maintained so as not to be unsightly.

6.8 Garbage, Debris and Derelict Automobiles and Machinery. No trash, rubbish, or garbage; outside of proper trash receptacles shall be placed on any Lot outside of a building on the Lot. Automobiles, equipment, solid waste, or other old machines not in service shall not be stored in the Subdivision.

7. Garbage, rubbish, bottles, cans or other discarded or deleterious substance shall not be allowed to accumulate, nor shall they be dumped anywhere on the real estate subject to this declaration. Automobiles or other old machines not in service shall be removed from the area.

6.9 Animals. Except as provided herein, no livestock (except for chickens), roosters, or exotic animals of any kind shall be brought onto or kept on any Lot. A Member may own and keep one horse per each two (2) acres or more of their Lot so long as the owner has and maintains adequate stable space. All animals shall be always kept within the control of the Member.

9. Horses may be kept on tracts of two (2) acres or more in size provided adequate stable space is constructed and there are no obnoxious or offensive odors or noises therefrom. Other than horses, animals are not permitted except for the usual kind and number of domestic pets customarily found in single family residences. Any animals creating a nuisance or being dangerous to the public shall be removed from the area.

The animal section was somewhat revised to allow for chickens.

6.10 Subdivided Lots. No Lot within the Subdivision shall be subdivided except as follows:

- a. The remaining Lot shall be not less than three (3) acres; and
- b. The portion of the Lot being conveyed shall be not less than three (3) acres of land area unless it is conveyed to an adjoining owner in accordance with a boundary adjustment plat and
- c. Each lot not conveyed to an adjoining owner and combined with the adjoining lot in accordance with a boundary adjustment plat shall have frontage to a street of the subdivision.
- d. Each separate property created by any subdivision of a Lot, parcel or tract shall be subject to the terms and conditions hereof and for all voting and assessment purposes shall be treated as a separate Lot.

11. No grantee or successor in title shall subdivide or convey any parcel which has less than two (2) acres of land area unless same shall be conveyed to an adjoining owner.

The parcel size was increase to 3 acres from 2.

6.11 Commercial. No part of the Real Property within the Subdivision shall be used or devoted to any commercial or industrial purposes or be used as a place of public convenience.

1. The area is hereby designated as residential. Commercial enterprises are not permitted unless seventy-five percent (75%) of all the owners therein agree in writing to such an enterprise.

6.12 Obstructions. No planting, wall, or fence may be made, grown, installed, or maintained which the Board of Supervisors determines is an obstruction to the view of drivers causing a

hazardous driving condition, in addition to any nonpermanent obstruction including trailers, cars, etc. Unattended vehicles may not be parked on any street for more than 12 hours. All lot owners will clear and maintain a minimum of 18 inches along the edges of the roadway.

"The lawns, trees, bushes, shrubs and other plant life located on each lot within the Neighborhood shall be maintained by the owner of each such lot in an neat and orderly condition, which maintenance shall include but not be limited to trimming of all trees and plants which encroach upon any adjacent property, roadway or other common element of the Neighborhood or which obstruct vehicular or pedestrian vision of roadways or otherwise inhibit the safe, regular flow of traffic. If any such owner fails to cure a violation of the immediately preceding sentence within ten (10) days of being notified thereof in writing, the Board shall have the right to take the action demanded in such notice at the expense of the owner so notified, and all sums expended by the Board in doing so, plus an administrative fee of ten percent (10%), shall constitute a lien on such owner's lot until paid in full. Such lien may be enforced and/or levied upon in accordance with Paragraph 4 under the section of the Declaration captioned "Board of Supervisors".

The violation section is moved to Article VII to cover all violations.

6.13 Garages. Each Lot improved with a new residential dwelling shall have an attached or detached garage of sufficient size to park not less than two (2) automobiles.

6.14 Vehicles. No vehicle or trailer exceeding 12 ton, will be parked in the subdivision. All vehicles must be parked at least 10 feet from the edge of the roadway. Any vehicle exceeding the posted weight limit for roads, shall require Board of Supervisors approval and may require a surety bond.

The requirements prohibiting vehicles or trailers exceeding 12 tons and the requirement that all vehicles and trailers be parked a minimum of 10 feet from the edge of the roadway.

6.15 Promulgation of Rules and Regulations. The Board of Supervisors may establish reasonable rules and regulations concerning the use of the Shared Easements, streets, and roads, as well as with respect to all of the foregoing Indenture, only upon approval by a majority of Members voting at an Annual or Special Meeting. Such rules and regulations shall be binding upon all Members, their families, tenants, guests, invitees, and agents, until and unless such regulation, rule or requirement shall be specifically overruled, canceled or modified by a vote of a majority of Members voting at an Annual or Special Meeting, or by a Court of competent jurisdiction. The rules and regulations may include, but not by exclusion, a schedule of fines or other remedies, which shall be nonexclusive unless otherwise provided.

This addition gives the board the authority to establish rules concerning the use of roadways and common areas, such as speed limits, weight limits and no parking zones.

6.16 Usage Requirements If the Board of Supervisors shall negotiate a contract for Common Services, Members will be required to use that service, to comply with the rules and regulations for that service and shall not contract with any other similar service provider.

The requirement that all members be required to use common services is added. The reasoning for this addition relates directly to trash pickup. Trash pickup is a common service for the benefit of all members and there is no way to members opting out from not using the common services. If this were a city, where trash pickup was provided, there would be no option to opt out.

Article VII

Enforcement of Restrictions

7.1 The Board of Supervisors shall have the right to enforce any of the covenants, conditions, restrictions, and provisions hereof, whether to restrain or enjoin a violation or threaten violation, compel a correction, or to recover damages. Failure or forbearance to enforce any covenant or restriction shall not be deemed a waiver of a right to do so thereafter. All such expenses shall constitute a lien upon the Lot(s) of the owner or owners against whom enforcement of these Indentures is sought, from and after the date a lien is filed, and such lien shall remain in effect until said amount is fully paid.

7.2 Violation Policy In addition to such other and further remedies provided herein or as by law, the Board of Supervisors may adopt a violation policy providing remedies for violations of the terms, conditions, and restrictions herein and any rules or regulations adopted by the Board of Supervisors including but not by exclusion a schedule of fines.

7.3 Access. The Board of Supervisors, and their agents, shall have the right to enter onto the land to provide notice of violation and/or to summarily abate and remove any impediment that prevents the proper maintenance and construction of roadways. The said Board of Supervisors, 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.

Any other remedies and/or penalties will be defined by the community approved violation policy.

It was recommended by the lawyer to separate the violations policy from these restrictions. It allows for flexibility as times change. It does not, however, allow the board to change the restrictive covenants defined in Article VI, but only the enforcement of those covenants.

7.4 Legal Fees In the event the Board of Supervisors of the Association, or any member thereof, shall be made a party of a legal action by a Member related to the Subdivision or any act or omission by such Member of the Board of Supervisors, and such action shall fail, in full or in part, said Members shall be jointly and severally liable for attorney fees, expenses, expert witness fees and costs of litigation, including court costs incurred by the Board of Supervisors or the Member thereof who shall prevail in all or any part of the litigation.

7.4 was added to protect the association from frivolous lawsuits by requiring the resident(s) suing the subdivision to pay all legal fees should the subdivision prevail in all or in part of any lawsuit..

Article VIII

Duration of Restrictions

8.01 These Declarations shall run with the land as herein described in perpetuity.

6. Term. Notwithstanding any provision of the Declaration to the contrary, the Declaration shall remain in effect in perpetuity, unless terminated in accordance with the relevant provisions thereof.

Article IX

General Provisions

9.01 The Grantors, herein, their successors or assigns, may by addendum, add additional lands and or easements to this Declaration, Dedication and Restrictions.

9.02 All of the real property within the Subdivision as hereinabove described, shall be 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. Each owner, Grantee, heir, beneficiary or other successor to ownership of any real property subject to these Indentures shall be bound and subject to the terms, conditions and restrictions as herein provided.

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.

9.03 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 Indenture.

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.

Article X

Amendment

10.01 This Indenture, in whole or part, with the exception of that part pertaining to "Dedications and Reservations" (Article I) and General Provisions (Article 9) may be amended or modified upon the action of seventy-five (75) percent of the Members in the Subdivision, including owners of any lands added by addendum. Any such amendment, modification, change, deletion, or addition shall not unreasonably restrict or burden a Lot owner's use of the Lot and shall be uniform. If amended or modified, such amendment shall not be in effect until recorded in the office of the Recorder of Deeds of Jefferson County, Missouri.

IN WITNESS WHEREOF, the undersigned owners, on this and separate pages, and representing seventy-five percent (75%) of the owners of land within the Subdivision, including all of the lands added thereto, as evidenced by their signature upon the attached pages, do hereby approve this Amendment and Restatement of the Declaration of Dedication and Restrictions of Wilderness Trails Subdivision.

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.

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