

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.

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.

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:

- 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.
- 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.
- 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.
- d. 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.

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.

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.

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- 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.

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.

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.

- 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.

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.

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.

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.

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.

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.

- 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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).

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.

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.
 - 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.
 - c. Control easements, streets, walkways, and rights-of-way as it deems necessary. Maintain, repair, supervise and assure the proper use of said easements and streets, streetlights, 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.
 - d. 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.
 - e. 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.
 - 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.
 - g. 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.

- h. 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.

- i. 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.
- j. Deposit the funds coming into their hands in a duly insured bank or savings and loan association.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. To coordinate special events in the interest of the residents of the Subdivision.
- r. 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.

- s. 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.
- t. 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.
- u. 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. 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.

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.

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.

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.

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

- 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.

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.

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.

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.

6.8 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Article VIII

Duration of Restrictions

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

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.

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.

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.

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

Signature Page of Lot Owners

Printed Name

Address

Signature

Printed Name

Signature

Printed Name

Signature

The undersigned does state that on this _____ day of _____, 202____, the above-stated owners signed this document to approve the Amendment and Restatement of the Wilderness Trails Subdivision Declaration of Dedication and Restrictions.

Signature

Printed name

STATE OF MISSOURI)

) ss.

Wilderness Trails Subdivision – Amendment and Restatement of Declaration and Restrictions

COUNTY OF JEFFERSON)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument. Witness my hand and official seal this ____ day of _____, 202__.

My Commission Expires

Notary Public