

69

BOOK 119

618

DECLARATION OF TRUST AND RESTRICTIONS FOR
"BOONSLICK FARMS"
A SUBDIVISION IN WARREN COUNTY, MISSOURI

THIS INDENTURE made and entered into this 1st day of Nov. 1965
by and between

ROGER DEVELOPMENT CO.

of the County of St. Louis, Missouri, Party of the First Part,
hereinafter sometimes referred to as Grantor and

EDWARD C. KREUTZ, FRANK A. FORST and HAROLD L. STUDD of the
County of St. Louis, Missouri, Parties of the Second Part, hereinafter
sometimes referred to as Trustees, WITNESSETH:

WHEREAS, Roger Development Co. is the record owner of a parcel
of real estate situated in the County of Warren, Missouri and more
particularly described as follows, to-wit:

A tract of land being part of the North half of the Northwest
quarter of Section Two (2), Township Forty-six (46), North, Range
One (1) West, described as follows:

All of Lots numbered 1 through 14, according to a Plat of
BOONSLICK FARMS SUBDIVISION recorded in Book , Page in
the office of the Recorder of Deeds for the County of Warren, Missouri.

WHEREAS, the said Roger Development Co., Party of the First Part,
as the owner of the parcel of real estate above described desires to
create a trust and restrictions for the proper subdivision, maintenance
and regulation of the use of the parcel of real estate above described
and of any tracts, parcels and lots thereof, for the protection and
benefit of all present and future owners of the parcel of real estate
above described and any tracts, parcels or lots being a part thereof, and

WHEREAS, Edward C. Kreutz, Frank A. Forst and Harold L. Studd, as
Second Parties, have expressed their willingness to serve as Trustees
under the terms and provisions of this indenture of trust and restrictions,

NOW, THEREFORE, in consideration of the premises and of the
mutual benefits to be derived by all present and future owners of the

parcel above described or any tract, parcel, or lot within within said parcel of real estate above described, and in consideration of other good and valuable considerations, receipt of which is hereby acknowledged, IT IS AGREED as follows:

(1) That Parties of the Second Part herein, namely, Edward C. Kreutz, Frank A. Forst and Harold L. Studt be and they are hereby designated and appointed as Trustees under this indenture of Trust and Restrictions for a term expiring on the first day of January, 1975. In the event one or more of said Trustees shall die, resign or for any other reason become unable to act as Trustee, then upon the happening of such event, at any time and from time to time, then the surviving Trustees or Trustee shall be and are hereby empowered to designate a successor Trustee or Trustees to fill such vacancy for the unexpired term.

(2) At the expiration of the original term, i.e., January 1, 1975, or at such prior date upon which all the parties of the Second Part, or their successors or successor, shall resign, then upon the happening of such event the persons, firms or corporations owning at least ten percent (10%) of the area of the parcel of real estate hereinbefore described shall call a meeting of all persons, firms or corporations owning any tracts, parcels or lots being a part of the parcel of real estate hereinbefore described, said notice to be given by U. S. Mail according to the name and address of the record owner of any tract, parcel or lot aforesaid as the same appears on the records of the Assessor of Warren County, Missouri, stating the time and place of said meeting, which said notice shall be deposited in the U. S. Mail at least fifteen (15) days prior to the date of said meeting. At said meeting the record owners aforesaid shall designate one of the persons present to act as chairman and one of the persons present to act as secretary of the meeting and thereupon said record owners shall proceed to elect three Trustees, each of whom shall be a record owner of a tract, parcel or lot within said parcel of real estate hereinbefore described and known as BOONSLICK FARMS. One of said Trustees shall serve for a period of three years, one of whom shall serve for two years and one of whom shall serve for one year and thereafter all Trustees elected shall serve for a term of three years.

The person receiving the highest number of votes shall in the first instance serve for a three year term and the person receiving the second highest number of votes shall serve for a two year term and the person receiving the third highest number of votes shall serve for a one year term. Each record owner as aforesaid shall be entitled to cast one vote for each lot owned by said record owner as said lots are marked and designated upon a Plat of BOONSLICK FARMS filed for record in Plat Book No. 2 at Page 41 in the Office of the Recorder of Deeds for the County of St. Charles, Missouri and said vote may be cast in person or by proxy upon condition that the proxy has been duly executed by the record owner in the presence of a notary public and filed with the secretary of any meeting of property owners before the balloting takes place. A majority of the property owners on all questions shall be final and conclusive and the said property owners may determine the time and place for future meetings and provide for the holding of regular and special meetings for the transaction of any business consistent with the terms and provisions of this indenture of trust and restrictions. The Trustees elected by the property owners as provided in this paragraph (2) shall within thirty (30) days after the date of the meeting of property owners, hold a meeting for the purpose of organizing the board of Trustees and one of said Trustees shall be selected as chairman, one as Vice-Chairman and one as Secretary-Treasurer. Upon organization of the Board of Trustees as aforesaid, written notice shall be given to the property owners informing them of the election of Officers of the Board of Trustees and the addresses of the Board of Trustees to which all communications may be addressed.

(3) The Trustees designated in paragraph one (1) hereof, and the Trustees to be selected in paragraph two (2) hereof, when duly elected and qualified, shall be and they are hereby empowered to levy an annual assessment against each tract, parcel or lot contained within the tract of real estate described as BOONSLICK FARMS, excepting therefrom Lots 1, 2, and 3, in an amount not to exceed (\$10.00) Ten and no/100 Dollars per lot in any one calendar year for the purpose of providing funds to defray all proper and necessary expenses of

the Trustees incurred in the performance of their duties and to provide funds for the purpose of creating and maintaining any improvements which in the judgment of the Trustees shall inure to the benefit of the property owners. Written notice shall be given to each record owner as provided in paragraph two (2), or by delivering such notice in person to any resident property owner by leaving such notice with a person over the age of sixteen (16) years at such residence, or by posting a notice on any tract, parcel or lot which is unimproved. All assessments shall become due and payable thirty (30) days from the date of levying of an assessment and if not paid within said time, shall bear interest from the date of levying of said assessment by resolution of the Trustees at the rate of six (6) percent per annum until paid. If any assessment is not paid within thirty (30) days from the date of the levying thereof, the Trustees may cause to be filed a notice of said assessment, executed, acknowledged and recorded in the Office of the Recorder of Deeds of Warren County, Missouri in the manner provided for the conveyances affecting real estate, which recording shall be notice of demand for payment and thereupon such assessment plus the cost of recording together with interest at the rate of six (6) percent per annum shall become a lien upon the tract parcel or lot in question and collection of any such assessment, together with such reasonable attorney's fees as may be allowed by the court and taxed as costs in favor of the Trustees, may be enforced by any appropriate proceedings at law. The Trustees are hereby authorized and further empowered as follows:

(a) To approve or disapprove the plat of any proposed subdivision of any tract or parcel or the resubdivision of any lot or lots situated within the parcel of real estate referred to as BOONSLICK FARMS; and to approve or disapprove all plans and specifications of any residence or any other type of structure proposed to be erected upon any tract, parcel or lot. Before commencement, the approval of said Trustees shall be evidenced by written approval of the plat or by written permit authorizing commencement of the erection of a residence or other structure in accordance with plans and specifications submitted to and left on file with the Trustees. In the event said Trustees shall fail

to approve or disapprove a plat or any plans and specifications within thirty (30) days after the same have been filed with and submitted to the Trustees for consideration and approval, then it shall be deemed that said plat or plans and specifications have been approved.

(b) To enter into agreements and contracts with any person, firm or corporation, or any private or public agency, for the construction and maintenance of storm or sanitary sewers, parkways, or any other improvements, or for purposes of maintenance to the extent and in the manner which in the judgement and discretion of the Trustees shall inure to the benefit of the present and future owners of tracts, parcels and lots.

(c) To grant easements and franchises to persons, firms, corporations, public and private agencies, within which utilities, storm or sanitary sewers may be constructed and maintained.

(d) To authorize person, firm or corporation to enter upon any unimproved tract parcel or lot for the purpose of grading, either by fill or cutting so as to establish a uniform grade between tracts, lots or parcels in the manner as may be approved by the Trustees.

(e) To make such reasonable adjustments and to permit reasonable encroachments in the interpretation of these restrictions which may tend to eliminate unusual or hardship cases, but at all times such adjustments and encroachments shall be within the spirit, purposes and intentions expressed by these restrictions.

(f) To promulgate such rules and regulations relating to the use of property by any property owner or tenant which said rules and regulations shall become effective from time to time within ten (10) days from and after the date of adoption and upon notice to the property owners in the manner provided for in paragraph three (3) hereof.

(g) To enforce the restrictions as hereinafter provided and the rules which may be promulgated from time to time by any appropriate action at law, but said Trustees are not hereby obligated to do so.

It is expressly understood and agreed that the Trustees shall not be held personally responsible, either individually or collectively, for any act of omission or commission, but shall only be held accountable for their willful misconduct.

(4) All tract, parcels and lots within the parcel of real estate described as BOONSLICK FARMS shall be used only for residential purposes and shall be subject to the following restrictions, to wit:

(a) No residence shall be erected or maintained on any tract, parcel or lot in BOONSLICK FARMS which shall contain less than eight hundred fifty (850) square feet on the first floor, exclusive of garage and unenclosed breezeway; and all structures shall conform to the building lines as shown on the plat of the subdivision or of any resubdivision of any tract, parcel or lot approved by the Trustees; and the Trustees are hereby empowered to designate front, side and rear building lines and to permit structures to be staggered, notwithstanding the building lines as established on any plat as above referred to.

(b) The design and architecture of any structure to be erected and maintained on any tract, parcel or lot shall be approved by the Trustees.

(c) In addition to such other rules and regulations which may hereafter be promulgated by the trustees, there shall be no change of grade of any lot without the approval of the Trustees; no structure or fence shall be erected, installed or maintained on any tract parcel or lot without the approval of the Trustees; no trailer, tent, shack, garage, barn or other temporary structure of any kind or character shall be used temporarily or permanently for residential purposes; no animals or poultry other than house-hold pets may be kept on the premises without the approval of the Trustees; all tracts, parcels or lots shall be mowed not less than twice a year; all automobiles or other automotive equipment shall be housed in a garage or in such other manner as may be approved by the Trustees.

Nothing herein shall be interpreted to prevent the Trustees from permitting reasonable variations and encroachments contrary to the foregoing restrictions except that any such variation and encroachment shall be subject to the unanimous approval of the Trustees, except as

herein provided to the contrary, a decision of the majority of the Trustees shall be sufficient in all matters requiring consent and approval of the Trustees.

(5) This indenture of Trust and restrictions shall be considered as covenants running with the land and shall be binding upon all present and future owners of any tract parcel or lot situated within BOONSLICK FARMS, a subdivision in Warren County, Missouri as represented on the plat of said subdivision recorded in Book _____ at Page _____ in the Warren County Recorders Office and shall remain in full force and effect for a period expiring January 1, 2000 subject to being extended after January 1, 2000 in such manner as shall be approved by 66 2/3 of the then record owners of the lots, tracts and parcels thereof. The provisions of this indenture of trust and restrictions may be amended at any time upon the approval of 66 2/3 of the record property owners voting in favor of such modification or amendment at a meeting of lot owners to be called and held in the manner provided in paragraph two (2) of this agreement.

(6) The terms and provisions of this indenture of trust and restrictions are to be construed independently and in the event that any word, phrase, sentence, paragraph, term or provision shall be held unenforcible or shall otherwise fail, the validity or binding effect of the others shall not be thereby effected.

620.

IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures as of the day and year first above written.



ROGER DEVELOPMENT CO.

Edmund C. Kreutz Harold L. Studt
President

GRANTORS - PARTIES OF THE FIRST PART

Frank A. Forst
Frank A. Forst

Edmund C. Kreutz
Edward C. Kreutz

Harold L. Studt
Harold L. Studt

TRUSTEES - PARTIES OF THE SECOND PART

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS.

On this first _____ day of Sept., 1965, before me appeared HAROLD L. STUJT to me personally known, who, being by me duly sworn, did say that he is the President of Roger development Co., a corporation of the state of Missouri, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Harold L. Studt acknowledged said instrument to be the free act and deed of said corporation.

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



9-15-68

G. H. Kuntz
00997 Notary Public
STATE OF MISSOURI }
County of Warren } SS
FILED FOR RECORD

NOV - 1 1965

Alfred T. Graue
ALFRED T. GRAUE
Deputy Clerk & Ex-Officio Recorder

BOONSLICK FARMS SUBDIVISION
DECLARATION OF RESTRICTIONS

AMENDMENT

March 14, 2001

Re: Road Assessment

As addressed in the minutes of said meeting, the property owners of Boonslick Farms Subdivision met on Wednesday, March 14, 2001, and voted to reinstate and amend the Declaration of Trust and Restrictions for Boonslick Farms, increasing the road assessment to \$34 per year per lot.

Submitted by the Trustees and accepted by a majority of the residents of Boonslick Farms.

Richard G. Lees
Richard G. Lees, Chairman

5-18-01
Date

Marie Toothaker
Marie Toothaker, Vice Chairman

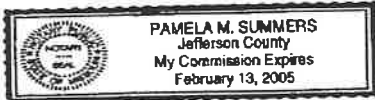
5-18-01
Date

Janice M. Lees
Janice M. Lees, Secretary/Treasurer

5-18-01
Date

Subscribed and sworn to before me this 18th day of May, 2001.

Pamela M. Summers 5/18/01



STATE OF MISSOURI } ss. In Recorder's Office
County of Warren

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 23rd day of May 2001 at 11 o'clock 00 minutes A M., duly filed in this office for record and the same is truly recorded in the records in this office in book 1056 on page 28.
Witness my hand and official seal this 23rd day of May 2001

By Deborah L. Engeman JERRI JORDAN
DEPUTY RECORDER EX-OFFICIO RECORDER 18



RECORDED AND INDEXED
3307