

RESTRICTIONS OF
WOODBRIAR SUBDIVISION
A SUBDIVISION IN
ST. CHARLES COUNTY, MISSOURI

PART A

KNOW ALL MEN BY THESE PRESENTS: That ORVILLE BANZE and MARION F. BANZE, his wife, and FRANK BAZZELL and MARILYN BAZZELL, his wife and VERNON HORSTMEIER and BERNICE HORSTMEIER, his wife, hereby certify: that they are the owners of the following described tract of land located in St. Charles County, State of Missouri, to wit:

A tract of land being part of Lot 13 of Block 8 of Steen & Cunningham's Subdivision of the Commons of St. Charles and part of Fractional Section 10, Township 46 North, Range 4 East, St. Charles County, Missouri, and being more particularly described as follows: Commencing at a point marking the common corner of lots 12, 13, 14 & 15 of Block 8 of Steen & Cunningham's Subdivision of the Commons of St. Charles, said point being on the centerline of Hackmann County Road (40' wide); thence along said centerline, South 34° 31' 25" East, 1226.18 feet to a nail; thence leaving said centerline South 55° 30' West, 156.90 feet to an old iron pipe; thence South 64° 21' 53" West, 299.98 feet to an old iron pipe; thence South 61° 12' 40" West, 21.05 feet to an old iron pipe; thence South 71° 51' 13" West, 277.26 feet to an old iron pipe; thence South 21° 26' 05" East, 351.42 feet to an old iron pipe on the centerline of McClay County Road (40' wide); thence along said centerline, South 70° 42' 10" West, 234.95 feet to a railroad spike; South 65° 59' 48" West, 311.08 feet to a railroad spike; South 81° 31' 41" West, 170.27 feet to a railroad spike; South 89° 16' 46" West, 200.58 feet to a nail; thence leaving said centerline, North 08° 11' 28" West, 457.06 feet to an old iron pipe; thence South 89° 20' 10" West, 437.00 feet to an old iron pipe; thence North 08° 03' 51" West, 122.91 feet to an old iron pipe; thence North 76° 27' 06" West, 185.86 feet to an old iron pipe; thence South 82° 31' 55" West, 510.07 feet to a point; thence South 04° 46' 57" East, 25.20 feet to a point; thence South 79° 45' 03" West, 75.00 feet to an old iron pipe; thence North 00° 08' 13" East, 157.84 feet to an old iron pipe; thence North 58° 46' 34" East, 2350.84 feet to the point of beginning and containing 54.447 acres.

That such owners, the said ORVILLE BANZE and MARION F. BANZE, his wife, and FRANK BAZZELL and MARILYN BAZZELL, his wife, and VERNON HORSTMEIER and BERNICE HORSTMEIER, his wife, have caused said described tract to be surveyed and subdivided into a manner shown upon a Plat dated the 28th day of Feb., 1977, and recorded in Plat Book 19, Page 181 in the St. Charles County Recorder's Office, which said Subdivision shall hereinafter be known as WOODBRIAR SUBDIVISION.

Roads, lanes, and drives as shown on the Plat are hereby dedicated to public use forever. Easements for the installation and maintenance of utilities, sewer drainage facilities are hereby dedicated to the respective utility companies as shown on the recorded Plat of said Subdivision. Building lines as shown and indicated on the entire Plat of said Subdivision are hereby established. All lots in this Subdivision shall be subject to the following protective covenants. All covenants herein are to run with the land and shall be binding upon the owner of said lots and all persons claiming under him for a period of twenty-five (25) years from the date of the recording of this instrument, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the ten-owners of said lots has been recorded, which instrument by its terms changes said covenants in whole or in part.

1. No lot shall be used except for residential purposes and no lot shall be resubdivided. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwellings, and an attached two-car private garage with a concrete driveway or rock base with 2" asphalt driveway, which said two-car garage and driveway shall be required for each said single-family dwelling. No carport shall be permitted except when an addition to said two-car garage. Nothing in these restrictions shall prohibit the construction of single-family dwellings of the design known as "tri-level" or "split-level" or "two-story" so long as same comply with the restrictions contained in this instrument.
2. Ground floor area of the main structure, exclusive of one-story porches or attached garages, shall be not less than 1500 square feet for a one-story dwelling; not less than 1350 square feet for a tri-level or split-level dwelling; and not less than 2000 square feet for a two-story dwelling.
3. No building shall be erected, placed or altered on any lot

until the construction plans and specifications, and the plans showing the location of a structure have been approved by the Board of Trustees as to quality of workmanship and material, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved, and no fences or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, as shown on the recorded Plat, unless similarly approved. No tank or similar containers shall be placed above ground level unless similarly approved. Approval shall be as provided in Part B hereof.

4. No dwelling shall be erected on any lot at a cost of less than \$25,000.00, based upon cost levels prevailing at the date of this instrument, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded Plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 20 feet to an interior, side lot line, or nearer than 35 feet to an interior, rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

6. No noxious or offensive activity may be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance and nuisance to the neighborhood.

7. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

8. The outside exterior walls of all structures shall be constructed of wood and of wood products, clay brick, stucco, rock or stone, sightly and of good workmanship and if the exterior be of wood or wood products, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not be permitted without first having obtained the written and recorded consent of the Board of Trustees as herein named. All outside exterior walls of any structure shall be completed and finished within ninety (90) days after the footing and foundation of any structure has been completed. All roofs to be cedar shake, or simulated asphalt shakes.

9. In the event any person or persons shall own two or more adjoining lots or parts thereof, such owner shall be considered to have complied with the side restrictions so long as any residence erected or maintained by such lot owner or owners be not closer than 20 feet to the side building lot line of such lot or parts of lots.

10. No sign of any kind shall be displayed to the public view from any lot except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that 2 dogs, 2 cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, provided, however, that in the event any person or persons shall own adjoining lots with an area of three or more acres, said persons shall be permitted to keep 2 horses, so long as said property is properly fenced, provided that said animals are not kept, bred or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers and shall not be exposed to view except for a reasonable time before and after the times established for collection. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No fence, wall, hedge or shrub planting which obstructs sight lines so that elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. All water and sewage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the subdivision and no structure of a temporary nature, house trailer, tent or shack shall be placed, erected or maintained upon any lot, except that any such structure customarily used by a building may be erected or maintained by a builder during the construction period only. No basement or garage erected or maintained upon any lot shall be used, temporarily or permanently, as a place of residence.

16. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on lot without the consent in writing by the Board of Trustees.

17. Except for lot 1, no trucks or commercial vehicles, boats, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored on any lot unless they are

parked or stored in an enclosed garage or in such other enclosure as approved by developer or architectural committee, except only during periods of approved construction on the lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services for a period not to exceed twenty-four hours. A pick-up truck or van-type truck cannot be classified as commercial vehicles if used only for private use. No recreational vehicle such as travel homes or travel trailers, shall be parked on any lot except in the rear yard area but no nearer than twelve feet to the side property line nor nearer than thirty-five feet to the rear property line.

18. No permanent poles for attaching wires or lines for the purpose of handling laundry therein shall be erected, installed or constructed on a lot, but temporary, foldable, or removable devices may be used so long as they are not kept erected more than twenty-four hours at a time.

19. No outside radio or television antenna shall be erected, installed or constructed on any lot, without the written consent of the developer or the Board of Trustees.

20. No fuel tank or container of any nature shall be placed, erected, installed or constructed on any lot, unless approved by the developer or the Board of Trustees.

21. The structures and grounds on each lot shall be maintained in a neat and attractive manner. The developer or the Board of Trustees shall have the right, upon twenty days notice to the owner or the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the owner, at the expense of the owner, to remove trash or rubbish and to cut grass, weeds and vegetation and to trim or prune, any hedge or other planting that by reason of its location or the height of which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The developer or the Board of Trustees shall have the right, upon like notice and conditions, to care for vacant or unimproved property,

and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable to keep such property in neat and good order, at the cost and expense of the owner. Such costs and expenses incurred shall be paid to the developer or Board of Trustees upon demand and if not paid within ten days thereof, then they shall become a lien upon the property affected.

PART B
BOARD OF TRUSTEES

1. There shall be a Board of Trustees which shall have the rights and authority set forth herein. The maker of this covenant hereby names, constitutes and appoints as members of the Board of Trustees the following persons: ORVILLE BANZE and MARION F. BANZE, his wife, and FRANK BAZZELL and MARILYN BAZZELL, his wife, and VERNON HORSTMEIER and BERNICE HORSTMEIER, his wife.
2. The Board of Trustees, if necessary, shall have the right and authority to approve or reject any and all plans and specifications for any and all buildings or structures proposed for erection on said lots and for improvements or additions after original construction, it being hereby provided that no building or structure may be erected on any of said lots unless there shall first be had the written approval by the Board of Trustees to the plans and specifications therefor. All plans, specifications and grades shall, after approval thereof by the Board of Trustees as aforesaid, be strictly followed and adhered to in the erection of building and structures on said lots, and no building or structure may be changed or altered so as to violate any provision herein. A majority of the Board of Trustees may designate a representative to act for it in approving or rejecting said plans.
3. The Board of Trustees shall have the right and authority to maintain streets, to install and maintain any future lights, gates and shrubbery, to contract for said subdivision for the removal of trash, debris, or other waste materials, and to make, levy and collect such assessments as may be necessary, but not to exceed \$100.00 a year per lot, to pay for these services and for the administration costs therefor without profit; and said levies,

equal on each lot, shall become liens on said lots until paid, in a manner similar to state taxes.

4. The Board of Trustees shall have the right to enforce the provisions of this instruments by proceedings at law or in equity, whether for injunction or for damages, and shall have the power to pay costs and expenses incurred thereby, and to levy and collect assessments against each lot to pay for such expenses.

5. The Board of Trustees shall not be individually or severally liable in any respect for the performance of, or omission to perform any act or duty as such Board of Trustees.

6. In the event said Board of Trustees fails to approve or disapprove plans or specifications or both within 60 days after submission, or in any event, if no suit to enjoin construction in accordance with plans and specifications submitted to the Board of Trustees has been commenced prior to the completion thereof, approval of the Board of Trustees will not be required and the related covenants shall be deemed to have been fully complied with.

7. The Board of Trustees shall have the right and authority to own, operate and maintain any improvements, system, or structure common to the subdivision to which title has been vested in the Board of Trustees. Nothing herein, however, shall be deemed to give the Board of Trustees, as a group, power or authority to intervene in the ownership, operation or management of any system, structure, improvement or thing to which title is not vested in the Board of Trustees, irrespective of whether or not the subject system, structure, improvement or thing is common to the subdivision.

8. The Board of Trustees, consisting of the six above-named persons, or such other person or persons as the maker of this covenant may at any time at will appoint in their place and stead, shall continue to have the aforementioned rights and authorities so long as the maker of this covenant shall deem necessary or desirable; but when the maker of this covenant shall have sold and conveyed all of the lots in said subdivision, but not to exceed a

period of three years in any event, an owner-resident in said subdivision shall be appointed by the Board of Trustees for a three year term to replace the last named Trustee. The year following another owner-resident of said subdivision shall be elected to the Board of Trustees for a three year term to replace the second named Trustee. Thereafter, during the next following year a third owner-resident of said subdivision shall be elected to said Board of Trustees for a three year term to replace the first named Trustee. Thereafter, in each succeeding year, an owner-resident of said subdivision shall be elected to the Board of Trustees for a three year term to replace the Trustee whose term expires during the year of the election.

9. Election of Trustees shall be held on the second Saturday in January at a time and at a place within said subdivision to be determined by said Board of Trustees. Written notices of the times and places of said elections must be given to all owners of record of the lots in said subdivision at least two weeks prior to said elections. Voting shall be by said lots, each of said lots being entitled to one full vote. Each vote may be cast by the owner of the lot to which the vote is attributable or by a person having written authorization to vote in place of said owner, and such authorization has been signed by said owner. Where there is more than one owner of record of a single lot, each shall be entitled to cast that proportion of the full vote attributable to such lots as his individual ownership interest is to the full ownership of such lot. The person nominated as Trustee who receives the majority of the votes of those attending, will be elected as Trustee.

AMENDMENTS

1. This Deed of Restrictions may be amended at any time by an affirmative vote of the owners of at least seventy-five (75) per cent of the lots comprising said subdivision in accordance with the following. Voting for a proposed amendment or amendments shall be at a meeting called for such purpose by the Board of Trustees or by the owners of at least fifty-one (51) per cent of the lots in said subdivision. Such a meeting shall be called by the giving

of notice in writing to all owners of record of all lots within said subdivision at least three days prior to the date thereof. Such a meeting shall be held at a place within said subdivision and said notice in writing shall set forth the date, time, place and purpose of the meeting. At such meeting, voting shall be by lot, each of said lots being entitled to one full vote. Each vote may be cast by the owner of the lot to which the vote is attributable or by a person having written authorization to vote in place of said owner and such authorization has been signed by said owner.

IN WITNESS WHEREOF, the undersigned hereby executes and makes this Deed of Restrictions on this 2ND day of March, 1977.

Orville Banze
ORVILLE BANZE

Marion F. Banze
MARION F. BANZE

Frank Bazzell
FRANK BAZZELL

Marilyn Bazzell
MARILYN BAZZELL

Vernon Horstmeier
VERNON HORSTMEIER

Bernice Horstmeier
BERNICE HORSTMEIER

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

On this 2ND day of March, 1977, before me personally appeared ORVILLE BANZE AND MARION F. BANZE, HIS WIFE, to me known personally, who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said ORVILLE BANZE and MARION F. BANZE acknowledged this instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri, the day and year first above written.

James W. Eads Jr.
NOTARY PUBLIC
JAMES W. EADS JR.


My commission expires July 27, 1979

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

BOOK 761 PAGE 276

On this 2ND day of March, 1977, before me personally appeared FRANK BAZZELL AND MARILYN BAZZELL, HIS WIFE, to me personally known, who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said FRANK BAZZELL and MARILYN BAZZELL acknowledged this instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri, the day and year first above written.



NOTARY PUBLIC
JAMES W. EADS JR

My commission expires July 27, 1979

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

On this 2ND day of March, 1977, before me personally appeared VERNON HORSTMEIER AND BERNICE HORSTMEIER, HIS WIFE, to me personally known, who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said VERNON HORSTMEIER and BERNICE HORSTMEIER acknowledged this instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri, the day and year first above written.


NOTARY PUBLIC
JAMES W. EADS JR

My commission expires July 27, 1979

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

MAY 6 1977 1:43 PM

John A. Ferguson

By:

RECORDER OF DEEDS

By:

DEPUTY

END OF DOCUMENT

CERTIFIED COPY OF ORDER

STATE OF MISSOURI,)
County of St. Charles,) ss.

BOOK 770 PAGE 703

.....May.....Term, 19.77

In the County Court of said County, on the.....26th.....day of.....July....., 19.77
the following, among other proceedings, were had, viz:

In the matter of)
Street Name Change) (B 59, P 116)
Woodbriar Subdivision)

The Court has been notified that there is a street name in
the Woodbriar Subdivision which duplicates a street name
in an existing subdivision. It was suggested to Jerry Bratz,
planning director, in a conversation with the engineering
firm of Pickett Ray and Silver that Birchwood Court be
changed to Whitewood Court. Therefore, it is directed by
the County Court that Birchwood Court in ^{Woodbriar} ~~Birchwood~~ Subdivision
be changed to Whitewood Court.

A copy of this court order is to be sent to Mr. Tegethoff,
recorder of deeds and the postmaster of the St. Charles Post
Office.

STATE OF MISSOURI,)
County of St. Charles,) ss.

I, Joseph A. Haake, Clerk of the County Court, in and
for said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County
Court, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the Seal of said Court, at office in St. Charles this the

.....26th.....day of.....July....., 19.77

.....*Joseph A. Haake*.....
Clerk County Court

By.....D. C.

12153

STATE OF MISSOURI
COUNTY OF ST. LOUIS
FILED FOR RECORD

JUL 26 1977

3:08

P.M.

BY Gene D. Dwyer
DEPUTY CLERK OF DEEDS

AMENDMENT 1

Part 1:

1. There shall be a board of Trustees who shall have the rights and authority set forth herein. The Board of Trustees shall consist of 3 persons, each elected to a 3 year term after the initial Trustee installation. The initial installation of Trustees shall consist of a written document for signatures and/or vote of lot owners. The person accumulating the greatest number of votes being elected to a 3 year term. the person receiving the second highest number of votes being elected to a 2 year term. The individual accumulating the third highest number of votes being elected to a 1 year term. After the forementioned terms expire, the office term shall be a three year term for each of the Trustees' position forever.

The election shall determine the names of the Trustees and shall be submitted into this instrument within 14 days of said Trustee election and maintain within the permanent register contained within.

8. Amend from 6 to 3 Trustees.

9. Amend from second Saturday of January to second Saturday of July.

10. Add to instrument of Restrictions a permanent Registration of Trustees.

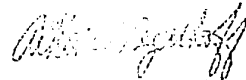
1. <u>Ray Brunkhorst</u>	1983-1986	Lot No. <u>9</u>
2. <u>Mike Woodruff</u>	1983-1985	Lot No. <u>34</u>
3. <u>Ken Hansen</u>	1983-1984	Lot No. <u>7</u>
4. _____	1984-1987	Lot No. _____
5. _____	1985-1988	Lot No. _____
6. _____	1986-1989	Lot No. _____
7. _____	1987-1990	Lot No. _____

8. _____	1988-1991	Lot No. ____
9. _____	1989-1992	Lot No. ____
10. _____	1990-1993	Lot No. ____
11. _____	1991-1994	Lot No. ____
12. _____	1992-1995	Lot No. ____
13. _____	1993-1996	Lot No. ____
14. _____	1994-1997	Lot No. ____
15. _____	1995-1998	Lot No. ____
16. _____	1996-1999	Lot No. ____

22167

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1983 SEP 23 AM 10:08


RECORDED OF DEEDS

Michael R. Woodruff
21 Bushwood Ct.
St. Charles, Mo. 63301

IN WITNESS WHEREOF, the undersigned hereby executes and admends the deed of restrictions for WOODBRIAR SUBDIVISION a subdivision in St. Charles County executed originally the 2 nd day of March 1977.

Ray Brunkhorst
Ray Brunkhorst

Michael Woodruff
Michael Woodruff

Kenneth R. Hansen
Kenneth Hansen

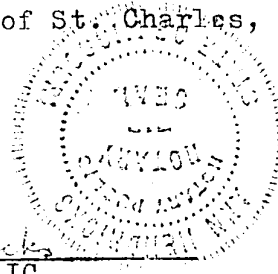
STATE OF MISSOURI)
 } ss
COUNTY OF ST. CHARLES

On this day 22 of September, 1983, before me personally appeared Ray Brunkhorst, Michael Woodruff and Kenneth Hansen, who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said Ray Brunkhorst, Michael Woodruff and Kenneth Hansen acknowledged this instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri, the day and year first above written.

ANN HENDRICKS
NOTARY PUBLIC
STATE OF MISSOURI
MY COMMISSION EXPIRES 4/25/87
ST. CHARLES COUNTY

Ann Hendricks
NOTARY PUBLIC



My commission expires ST. CHARLES COUNTY

END OF DOCUMENT

AMENDMENTS TO THE RESTRICTIONS OF WOODERIAN SUBDIVISION

BOOK 966 PAGE 1505

AMENDMENT 1

1121 10

Part 1:

1. There shall be a board of Trustees who shall have the rights and authority set forth herein. The Board of Trustees shall consist of 3 persons, each elected to a 3 year term after the initial Trustee installation. The initial installation of Trustees shall consist of a written document for signatures and/or vote of lot owners. The person accumulating the greatest number of votes being elected to a 3 year term. the person receiving the second highest number of votes being elected to a 2 year term. The individual accumulating the third highest number of votes being elected to a 1 year term. After the forementioned terms expire, the office term shall be a three year term for each of the Trustees' position forever.

The election shall determine the names of the Trustees and shall be submitted into this instrument within 14 days of said Trustee election and maintain within the permanent register contained within.

3. Amend from 5 to 3 Trustees.

9. Amend from second Saturday of January to second Saturday of July.

10. Add to instrument of Restrictions a permanent Registration of Trustees.

1. <u>Ray Brunkhorst</u>	1983-1986	Lot No. <u>9</u>
2. <u>Mike Woodruff</u>	1983-1985	Lot No. <u>34</u>
3. <u>Ken Hansen</u>	1983-1984	Lot No. <u>7</u>
4. <u>Ken Hansen</u>	1984-1987	Lot No. <u>7</u>
5. <u>Mike Woodruff</u>	1985-1988	Lot No. <u>34</u>
6. <u>Stan Banaskavich</u>	1986-1989	Lot No. <u>21</u>
7. _____	1987-1990	Lot No. _____

1121 11

8. _____	1988-1991	Lot No. ____
9. _____	1989-1992	Lot No. ____
10. _____	1990-1993	Lot No. ____
11. _____	1991-1994	Lot No. ____
12. _____	1992-1995	Lot No. ____
13. _____	1993-1996	Lot No. ____
14. _____	1994-1997	Lot No. ____
15. _____	1995-1998	Lot No. ____
16. _____	1996-1999	Lot No. ____

22167

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1983 SEP 23 AM 10:08

Robert J. Woodruff
RECORDER OF DEEDS

Michael R. Woodruff
21 Bushwood Ct.
St. Charles, Mo. 63301

1121 12

IN WITNESS WHEREOF, the undersigned hereby executes and admends the deed of restrictions for WOODBRIAR SUBDIVISION a subdivision in St. Charles County executed originally the 2nd day of March 1977.

Ray Brunkhorst
Ray Brunkhorst

Michael Woodruff
Michael Woodruff

Kenneth R. Hansen
Kenneth Hansen

STATE OF MISSOURI)
) ss
COUNTY OF ST CHARLES

On this day 22 of September, 1983, before me personally appeared Ray Brunkhorst, Michael Woodruff and Kenneth Hansen, who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said Ray Brunkhorst, Michael Woodruff and Kenneth Hansen acknowledged this instrument to be their free act and deed.

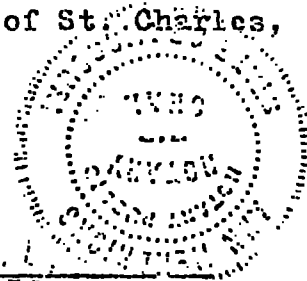
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri. the day and year first above written.

ANN HENDRICKS
NOTARY PUBLIC
STATE OF MISSOURI

MY COMMISSION EXPIRES 4/25/87

My commission expires ST. CHARLES COUNTY

Ann Hendricks
NOTARY PUBLIC



END OF DOCUMENT

AFFIDAVIT OF ELECTION OF TRUSTEE

WOODBRIAR SUBDIVISION

1121 13

IN WITNESS WHEREOF, the undersigned hereby executes and admends the deed of restrictions for WOODBRIAR SUBDIVISION, a subdivision in St. Charles County executed originally the 2nd day of March 1977.

Stan Banaskavich

Stan Banaskavich

STATE OF MISSOURI)

COUNTY OF ST. CHARLES }ss

On this day 25th of October 1986, before me personally appeared Stan Banaskavich, who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said Stan Banaskavich acknowledges this instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri, the day and year first above written.

43767

Wanda L. Nessl

NOTARY PUBLIC

WANDA L. NESSL, NOTARY PUBLIC
State of Missouri, County of St. Charles
My Commission Expires January 24, 1988

My commission expires

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1986 DEC -1 AM 11:04

Wanda L. Nessl
RECORDED OF DEEDS

END OF DOCUMENT

Stan Banaskavich
617 Woodbriar La
St Charles, Mo 63303

AMENDMENT 1

Part 1:

1. There shall be a board of Trustees who shall have the rights and authority set forth herein. The Board of Trustees shall consist of 3 persons, each elected to a 3 year term after the initial Trustee installation. The initial installation of Trustees shall consist of a written document for signatures and/or vote of lot owners. The person accumulating the greatest number of votes being elected to a 3 year term. the person receiving the second highest number of votes being elected to a 2 year term. The individual accumulating the third highest number of votes being elected to a 1 year term. After the forementioned terms expire, the office term shall be a three year term for each of the Trustees' position forever.

The election shall determine the names of the Trustees and shall be submitted into this instrument within 14 days of said Trustee election and maintain within the permanent register contained within.

8. Amend from 6 to 3 Trustees.

9. Amend from second Saturday of January to second Saturday of July.

10. Add to instrument of Restrictions a permanent Registration of Trustees.

1. <u>Ray Brunkhorst</u>	1983-1986	Lot No. <u>9</u>
2. <u>Mike Woodruff</u>	1983-1985	Lot No. <u>34</u>
3. <u>Ken Hansen</u>	1983-1984	Lot No. <u>7</u>
4. <u>Ken Hansen</u>	1984-1987	Lot No. <u>7</u>
5. <u>Mike Woodruff</u>	1985-1988	Lot No. <u>34</u>
6. <u>Stan Banaskavich</u>	1986-1989	Lot No. <u>21</u>
7. <u>Kenneth R. Hansen</u>	1987-1990	Lot No. <u>7</u>

8. _____	1988-1991	Lot No. _____
9. _____	1989-1992	Lot No. _____
10. _____	1990-1993	Lot No. _____
11. _____	1991-1994	Lot No. _____
12. _____	1992-1995	Lot No. _____
13. _____	1993-1996	Lot No. _____
14. _____	1994-1997	Lot No. _____
15. _____	1995-1998	Lot No. _____
16. _____	1996-1999	Lot No. _____

22167

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1983 SEP 23 AM 10:08

Allen W. Regalado
RECORDER OF DEEDS

Michael R. Woodruff
21 Bushwood Ct.
St. Charles Mo. 63301

IN WITNESS WHEREOF, the undersigned hereby executes and admends the deed of restrictions for WOODBRIAR SUBDIVISION a subdivision in St. Charles County executed originally the 2 nd day of March 1977.

Ray Brunkhorst
Ray Brunkhorst

Michael Woodruff
Michael Woodruff

Kenneth R. Hansen
Kenneth Hansen

STATE OF MISSOURI)
COUNTY OF ST. CHARLES) ss

On this day 22 of September, 1983, before me personally appeared Ray Brunkhorst, Michael Woodruff and Kenneth Hansen, who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said Ray Brunkhorst, Michael Woodruff and Kenneth Hansen acknowledged this instrument to be their free act and deed.

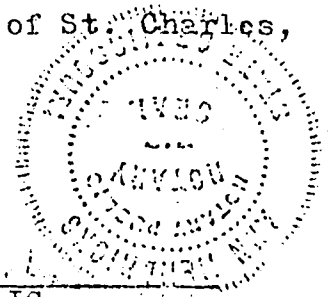
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri, the day and year first above written.

ANN HENDRICKS
NOTARY PUBLIC
STATE OF MISSOURI

MY COMMISSION EXPIRES 4/25/87

My commission expires ST. CHARLES COUNTY

Ann Hendricks
NOTARY PUBLIC



END OF DOCUMENT

AFFIDAVIT OF ELECTION OF TRUSTEE

BOOK 1169 PAGE 78

WOODBRIAR SUBDIVISION

IN WITNESS WHEREOF, the undersigned hereby executes and admends the deed of restrictions for WOODBRIAR SUBDIVISION, a subdivision in St. Charles County executed originally the 2nd day of March 1977.

Kenneth R. Hansen

KENNETH R. HANSEN
TRUSTEE, WOODBRIAR SUBDIVISION

STATE OF MISSOURI)
COUNTY OF ST. CHARLES }ss

On this day 21st of July, 1987, before me personally appeared Kenneth R. Hansen who, being duly sworn, on oath, depose and say that this instrument was signed and sealed, and the said Kenneth R. Hansen acknowledges this instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of St. Charles, Missouri, the day and year first above written.



Bonnie L. Griffin
Bonnie L. Griffin
NOTARY PUBLIC

BONNIE L. GRIFFIN
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAR. 12, 1990

31562

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1987 JUL 21 PM 4:42

Barbara D. Hall
RECORDED OF DEEDS

KENNETH R. HANSEN
628 WOODBRIAR LANE
ST. CHARLES, MO. 63303

END OF DOCUMENT