

9-39

Peter J. Lenzenhuber
740 Lakeside Plaza
L.L. No. 63367

FILED 1928 PAGE 1340

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

DECLARATION OF RESTRICTIONS
EASEMENTS, LIENS, AND COVENANTS
FOR
SUMAC RIDGE
St. Charles County, Missouri

APR 1 1997

By *Dennis J. Hall*
Time 11:50 P.M.
18844

This DECLARATION OF RESTRICTIONS, EASEMENTS, LIENS, AND COVENANTS FOR SUMAC RIDGE and Pete Lenzenhuber later called Grantor, and by SUMAC RIDGE Lot owners Association, Inc., later called the Association.

WHEREAS, Grantors are the owners of a certain tract of real estate situated in Charles County, Missouri, which Grantors are subdividing and the plat of it is recorded in the St. Charles County Recorder's Office in Plat Book 34, Page 129. The subdivision is known as SUMAC RIDGE;

WHEREAS, it is the purpose and intent of the Declaration to protect SUMAC RIDGE against certain uses by the adoption of restrictions;

WHEREAS, Grantors want to make legal provisions which relate to the various easements within SUMAC RIDGE; and

WHEREAS, Grantors have established SUMAC RIDGE Lot owners Association, Inc., Missouri not-for-profit corporation, to administer those restrictions and easement provisions.

NOW THEREFORE, in consideration of the premises and of the benefits that shall accrue to Grantors and to the subsequent Lot Owners, Grantors subject SUMAC RIDGE to the terms, conditions, and restrictions of this Declaration, to wit:

ARTICLE I. DEFINITIONS

- A. "ARC" means the Architectural Review Committee of the Association.
- B. "Association" is a Missouri not-for-profit corporation known as "SUMAC RIDGE" Lot owners Association, Inc."
- C. "Board" is the Board of Directors of the Association.
- D. "Bylaws" is a document governing the internal operation of the Association.
- E. "Grantor" is Pete Lenzenhuber.

RECORD AS IS

RECORD AS IS

BOOK 1928 PAGE 1341

F. "Lot" is each Lot shown on the initial recorded plat or future plats of SUMAC RIDGE recorded in St. Charles County, Missouri, Recorder's Office.

G. "Lot Owner" is the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

H. "Rules and Regulations" are those rules and regulations established pursuant to Section III., Paragraph A.

ARTICLE II. CREATION OF THE ASSOCIATION

A. Grantor has formed a not-for-profit corporation under the laws of the State of Missouri known as SUMAC RIDGE Lot owners Association, Inc., which corporation shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

1. this Declaration;
2. the Articles of Incorporation; and
3. its Bylaws.

The Association is vested with the right in its own behalf and on behalf of each Lot Owner to enforce all the restrictions, easements, liens, and covenants contained in this Declaration.

B. Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Bylaws, shall be vested with the Board, unless otherwise specified.

ARTICLE III. POWERS OF THE ASSOCIATION

Grantor gives the Association and its successors the power to do each of the following:

A. Adopt and amend Bylaws and Rules and Regulations which, by way of example and not limitation, may relate to driving or parking or the use of Association property;

B. Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for Association expenses;

C. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting SUMAC RIDGE;

D. Make contracts and incur liabilities;

RECORD AS IS

1928 PAGE 1342

E. Regulate the use, maintenance, repair, replacement, any road, or any other utilities (such as street lights) which may be constructed, or in the 50' Wide Road & Utility Easement; or the utility easements adjacent to the 50' Wide Road & Utility Easement; or in the utility easement lying along the rear and side boundary lines of most Lots; or in any other easements pertaining to SUMAC RIDGE, all of which are or will be shown on the recorded plat(s) for SUMAC RIDGE.

F. Cause additional improvements to be made to SUMAC RIDGE;

G. Acquire, hold encumber, and convey in its own name any right, title, or interest to real or personal property;

H. Grant licenses and concessions with respect to the facilities or property which the Association maintains;

I. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, or Rules and Regulations of the Association;

J. Assign its right to future income, including the right to receive assessments;

K. Exercise any other powers conferred by this Declaration or the Bylaws;

L. Exercise all other powers that may be exercised in the State of Missouri by legal entities of the same type as the Association;

M. Exercise any other powers necessary proper for the governance and operation of the Association.

N. Association and / or Trustees are empowered to recover costs for correcting off-lot discharges and have the right to enter any lot for the purpose of correcting off-lot discharges where the owner failed to correct the problem after adequate notice.

The above paragraphs are grants of powers only and the Association may or may not exercise them from time to time as it shall deem proper under the circumstances then prevailing in its sole discretion.

ARTICLE IV. EASEMENTS

By virtue of an Easement Grant recorded immediately after this Declaration of Restrictions, Easements, Liens, and Covenants, Grantor had given an easement to the Association for the benefit of its Lot Owner members for road and utility lines.

The Association will administer the easements and maintain them in accordance with the powers of the Association listed in Article III of the Declaration.

RECORD AS IS

BOOK 1928 PAGE 1343

The Association is authorized to make assessments in accordance with Article V against the Lots in order to pay for the expense of the easements shown on the recorded plat of SUMAC RIDGE.

ARTICLE V. ASSESSMENTS AND LIENS

The Association is authorized to make assessments upon and against Lots in accordance with the provisions of the Section.

The procedures to be followed in establishing the assessments and the budget may be set by the Association in its Bylaws.

A. Type of Assessments.

1. Annual Assessments.

The Association shall make a uniform "Annual Assessments" in an initial amount of Two Hundred and No/100 Dollars (\$200.00) per Lot in each calendar year upon and against each Lot, beginning in 1997, with no prorations and (\$150.00) of the (\$200.00) will be used for road maintenance. The purpose of this Annual Assessment is to allow the Association to carry out all of the general duties and powers of the Association; to enable the Association to defend and enforce the rules and regulations, and restrictions of SUMAC RIDGE; to maintain the streets, the entrance ways, common ground maintenance, sight distances as required by the county Highway Department and maintenance of these sight distances and areas within cul-de-sacs, the landscaping and shrubberies; or to perform or execute any powers or duties provided for in this instrument. Developer/owner does not pay assessments unless developer/owner builds a residence.

This Assessment will pay for the line items of the Association's operating budget, including, but not limited to, landscaping; snow removal; post office box; secretarial needs; office equipment needs; office supplies; postage; audit; and tax expenses; insurance; legal expenses; miscellaneous; utilities (including street lights and potentially trash pick-up). This assessment may be used for the maintenance of a capital improvement fund, a replacement reserve or a contingency fund.

The Association may change the Annual Assessment from the initial Two Hundred and No/100 Dollars (\$200.00) per year if needed. A majority vote of two-thirds of the lot owners is required to change the assessment.

2. Special Assessments.

The Association is further authorized to levy "Special Assessments" against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration, and also for damage to facilities and

RECORD AS IS

Page 1928 Page 1344

property for which the Association is responsible, caused by the Lot Owner, Lot Owner's children, Lot Owner's tenants, Lot Owner's trustees, or Lot Owner's guest(s).

3. Water System

Developer will provide State Approved Drinking Water to each lot at Sumac Ridge. Once well is operational there will be an assessment of \$50.00 per year and a tap-on fee of \$500.00 per dwelling and/or lot. Monthly rates for usage after tap-on will be determined by actual costs and PSC acceptable rates determined by the state of Missouri.

B. General Assessment Provisions.

1. Any delinquent assessment together with late charges, to be established by the Board; interest not to exceed the maximum legal rate; costs; and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

2. Each such delinquent assessment together with late charges, interest, costs and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Lot Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

3. Recording of this Declaration constitutes record notice and perfection of the lien. No further claim of lien or assessments is required.

4. In the event the assessment remains unpaid after (60) sixty days from the due date, the Association may, as the Board determine, institute suit to collect such amounts and/or foreclose its lien.

5. Each Lot Owner, by acceptance of a deed or as a party to any type of a conveyance, vests in the association, or its agents, the right and power to bring all actions against him or her, personally for the collection of such charges in the same manner as a mortgage on real estate on a power of sale under sections 443.290-443.380 R.S.Mo., or any successor provisions. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all Lot Owners.

6. The Association shall have the power to bid on the Lot at any foreclosure sale prior to acquire, hold, lease, mortgage, or convey the Lot.

7. No Lot Owner (including the Grantor) may waive or otherwise escape liability for the assessments provided for in this declaration by virtue of abandonment of the Lot or non-use of the road. Grantor will be liable for assessments after twenty-four months have expired.

RECORD AS IS

BOOK 1928 PAGE 1345

8. Unless the purpose of a Lot Owner's payment is clearly marked for a specific purpose, all payments shall be applied first to cost and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the Annual Assessment, or Special Assessments in the oldest chronological order of their coming due.

9. Assessment fee is due at the closing of each lot.

ARTICLE VI. RESTRICTIVE COVENANTS

Grantors do by this Declaration, impose upon the Lots the following restrictions and conditions, to wit:

A. No Lot shall be improved, used, or occupied other than for residential occupancy.

B. Easements for the installation and maintenance of utilities have been reserved on the recorded plat(s) of SUMAC RIDGE. Within the easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

C. No commercial kennels, commercial dog breeding, no pigs, hogs, no swine, no commercial beef feedlot will be allowed on any lot.

D. No junkyards shall be allowed.

E. No noxious activity.

F. No mobile home, trailer home, basement, garage, earth contact, out building, or other structure of a temporary character shall be used as a residence, temporarily or permanently.

G. Propane tanks are allowed and are to be landscaped to hide their appearance.

H. Gardens are allowed and must be neat and tidy.

I. All Lot owners are responsible for the maintenance and upkeep of the road and if during the construction of their home or outbuilding the roads are damaged the party destroying the road will be responsible.

J. Outbuildings will be allowed as long as the roof is shingled and the construction plans are approved by St. Charles County Planning Department and developer or Association.

K. No structure may be built without the approval of the architectural committee.

RECORD AS IS

BOOK 1928 PAGE 1346

L. All Lots are to be mowed during the growing season so that the height of such grass shall not exceed 18 inches.

M. Sewage disposal facilities must be constructed in accordance with the "Engineering Report for Wastewater Disposal- SUMAC RIDGE SUBDIVISION" and the discharge of wastewater across lot boundaries is prohibited.

N. Owners shall have the right to enforce any and all restrictions contained in this instrument. Developer shall not be called upon or required to enforce any or all restrictions if said developer should not desire to do so.

O. Driveways must be either asphalt or concrete and are allowed up to 12 months to be completed. (weather permitting)

P. HORSES will be allowed.

Q. There shall be no harvesting or clear cutting of the timber at Sumac Ridge. Trees may be removed for the construction of a residence or outbuilding and/or driveway.

R. Fences are to be constructed of standard fence material and constructed in a professional manner and if any fences are in need of repair owner to repair fences. Before fences are built they must be approved by developer or approved by ARC or Association.

ARTICLE VII. ARCHITECTURAL REVIEW COMMITTEE

A. ARC shall consist of three members. The ARC shall be composed of the Board.

B. The ARC shall have jurisdiction over all original construction on any portion of SUMAC RIDGE. The ARC may prepare and promulgate design standards and application procedures. Since the ARC is a committee of the Association, the standards and procedures shall be those of the Association. The Association shall make both available to owners and builders who seek to engage in the development of or construction upon all or any portion of SUMAC RIDGE. Construction and development must be in accordance with these standards and procedures.

C. Plans must be submitted for any structure (which term shall, by way of example and not by way of limitation, include buildings, fences, wall, and swimming pools and driveways) before construction. Plans shall include both site plans; plans and specifications shall show the nature, kind, shape, color, size, materials, and location of any new construction. These plans must be approved by the ARC in accordance with the ARC's design standards.

D. The ARC shall have jurisdiction over modifications, alterations, or additions made on to or existing residential units and open spaces of each Lot.

E. Once completed, all dwellings must pass a final inspection by the ARC.

F. the Association shall have the authority and standing to enforce in courts of competent jurisdiction any decision of the ARC.

ARTICLE VIII. ARCHITECTURAL RESTRICTIONS

RECORD AS IS

BOOK 1928 PAGE 1347

SUMAC RIDGE shall be subject to the following architectural restrictions;

A. No dwelling shall be placed on or erected on any Lot unless it shall contain at least the following square feet of total floor area (as measured by outside wall dimensions and exclusive of basement, outside or attached porches, attached garage or carport);

- | | |
|---------------------|--|
| 1. One-story ranch | =1800 square feet |
| 2. Story and a half | =1800 square feet on the first floor |
| 3. Two-story | =2200 square feet |
| 4. All others | =1800 square feet on the main living level |

B. No building shall be located on any Lot nearer to the front than the building lines shown on the plat as recorded with the St. Charles County Recorder of Deeds.

C. No building, addition, or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than six months after commencement of construction.

D. For design standards, all garages must contain at least 500 square feet of total floor space.

E. All residences shall present a good, well-maintained frontage, harmonious in design to the neighborhood on the street on which it is located. Residences located on corner Lots shall present a good, well-maintained frontage, harmonious in design to the neighborhood on both streets.

F. Driveways must be constructed with hard, all-weather surface (asphalt or concrete) and completed within 12 months of start of construction.

G. Not more than 12 inches of concrete foundation wall may be left exposed without being color-coated or constructed of the same material used in the construction of the exterior wall of the residence.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. 1. No modification or amendment of this declaration shall be valid unless such modification or amendment has the written consent of the lot owners representing in the aggregate 51% or more of all lot owners and voting at a meeting having a quorum and duly called for the purpose of such modification or amendment. Such modification or amendment must be duly recorded in the St. Charles County, Missouri, Recorder's Office.

RECORD AS IS

BOOK 1928 PAGE 1348

2. Notwithstanding the provisions of subparagraph 1, the grantor shall have the sole and exclusive right for the period ending four years following the date of recording of this declaration to amend this declaration by modification, addition, or deletion of various provisions.

3. Grantor to be the Association for 3 years. Lot owners will elect 3 members to serve as the Association thereafter.

During any period that grantor has the right to amend, grantor can veto any amendment passed by the lot owners under subparagraph 1 above.

B. The members of the association shall be those persons who are the lot owners. These memberships are appurtenant to and in conjunction with the ownership of such lots. Any conveyance or change of ownership of any lot shall carry with it membership in the association, except as an incident to the ownership of a regularly platted lot. The rules and provisions relating to the elections of directors and the government of the affairs of the association corporation shall be provided for in the bylaws. Grantor retains control of the association for the period of time ending when grantor's right to amend this declaration ends.

C. This declaration and its provisions are to run with the ownership of each lot and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date this declaration is recorded, after which time the declaration shall automatically be extended for continuing successive period of ten years each unless the declaration is modified or removed as provided above; provided however, that nothing stated herein shall affect the existence of the easements discussed in Article IV above.

D. Developer will pave the roads at Sumac Ridge with asphalt. Developer has 12 months from completion of road construction to complete paving. If weather or ground conditions are not favorable for asphalt paving developer to notify all lot owners of completion date.

IN WITNESS WHEREOF, Grantor has executed this Declaration of Trust on the date and year first written.

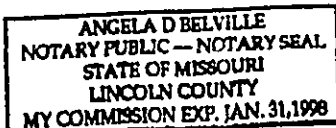
Peter J. Lenzenhuber

Grantor Peter J. Lenzenhuber

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

ON THIS 8TH DAY OF APRIL 1997, BEFORE ME PERSONALLY APPEARED PETER J. LENZENHUBER TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.



Angela D. Belville

ANGELA D. BELVILLE NOTARY PUBLIC

MY TERM EXPIRES:

Jan. 31, 1998

END OF DOCUMENT

101738

BOOK 2720 PAGE 31

SUMAC RIDGE PROPERTY OWNERS ASSOCIATION
Revision to the Association Bylaws
Passed by Association Vote on 11/10/01

**1. Addition to ARTICLE VI. RESTRICTIVE COVENANTS of the
 DECLARATION OF RESTRICTION, EASEMENTS, LIENS, AND
 COVENANTS FOR SUMAC RIDGE:**

S. All residents of SUMAC RIDGE shall utilize Choice Hauling for Waste Pick Up. All current residents will change to this service effective 1/1/02. Service charges will be \$35.25 per quarter. Receptacles may be leased for an additional \$9.00 per quarter. Pick-up will be 1 time per week on Wednesday.

**2. Addition to ARTICLE V. ASSESSMENTS AND LEINS, SECTION 1,
 ANNUAL ASSESSMENTS, Paragraph 3 to read :**
The Annual Assessment was changed by majority vote on 11/10/01 from \$200.00 to \$300.00 beginning 7/01/02.

**3. Change the Sumac Ridge Restrictive Covenants, Article VI, Item P, from
 "Horses Allowed" to "Horses will NOT be allowed".**

**4. Change the Sumac Ridge Restrictive Covenants, Article VI, Item R, to include
 the statement that Chain Link and Wire fence are NOT allowed.**

**5. Change the Sumac Ridge Restrictive Covenants, Architectural Review,
 Minimum square footage requirements as follows:**

From: One-story ranch = 1800 square ft	To: one-story Ranch = 2000 square ft
From: Story and a half = 1800 square ft	To: Story and a half = 2000 square ft
From: Two Story = 2200 square feet	To: two-story = 2500 Square ft
From: All Others = 1800 square ft - main level	To: 2000 square ft main level

Current Lot Owners as of 11/10/01 are grandfathered and are exempt from this change. Any lot sold in SUMAC RIDGE after 11/10/01 is subject to the change.

**6. Addition to Article 1, Definitions of I. "Eligible Member" to be defined as a
 Sumac Ridge Property Owner who's Annual Association Dues is paid in full.**

7. Change Article IX, Miscellaneous Provisions, Section a.1 to read.....
Consent of the eligible members representing an aggregate of 51% or more of all eligible members.....

8. Change the wording of Article VI, Restrictive Covenants, Item G, to read:
"Propane Tanks are allowed and must be landscaped in such a manner that they are not visible from the road."

Original Restriction:

Book: 1927

Page: 1340

Law Joel Zimmerman

STATE OF MISSOURI
 COUNTY OF ST. CHARLES
 RECORDER OF DEEDS
 FILED FOR RECORD

NOV 20 2001

by *Debra J. Hill*
 Time *11:34 am*

BOOK 2720 PAGE 32

The Sumac Ridge Board of Trustees certifies the above revisions to be true as passed by vote of the Property Owners on November 10, 2001 and as acknowledged by Joel Zimmerman, President of the Sumac Ridge Property Owners Association.


Joel Zimmerman

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

On this 20th day of November 2001, before me personally appeared Joel Zimmerman, to me known to be the person described in and who executed the foregoing instrument as an officer of the Sumac Ridge Property Owners Association, and acknowledged that the matters and things set forth herein are true and correct to the best of his knowledge, information and belief, and that he executed the same as his free act and deed.

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


Notary Public

My term expires: 07/07/02

END OF DOCUMENT

ESMx
2-23+BOOK 2818 PAGE 942
17932STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

FEB 27 2002

By *[Signature]*
Time 9:39AM**Recorder of Deeds Certificate
St. Charles County Missouri****NON-STANDARD DOCUMENT**

This document has been recorded and you have been charged a \$25.00 non-standard fee pursuant to RSMo 59.310.3. This is the first page of your document-DO NOT REMOVE.



Barbara J. Hall
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

Env Alexis Rice & Fingersh

BOOK 2818 PAGE 943

RECORD AS IS**FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIONS, EASEMENTS, LIENS AND COVENANTS
FOR SUMAC RIDGE**

WHEREAS, the Declaration of Restrictions, Easements, Liens and Covenants for Sumac Ridge, recorded in the St. Charles County Recorder of Deeds Office at Book 1923, Page 1346 ("Declaration"), at Article IX, Section (A)(1) provides that the Declaration may be amended by the written consent of the lot owners representing fifty-one percent (51%) or more of all lot owners at a meeting having a quorum and duly called for the purpose of modification to the Declaration; and

WHEREAS, a special meeting was called by the Sumac Ridge lot owners' Association ("Association") for the purpose of amending the Declaration; and

WHEREAS, the lot owners were given notice of the meeting by certified mail and said notice included the purpose, date, time and location of said meeting; and

WHEREAS, the Association the conduct said meeting at which a quorum of at least fifty-one (51%) percent of the lot owners were present; and

WHEREAS, more than fifty-one percent (51%) of the lot owners did vote and approve an amendment to the Declaration, which said amendment is set out below:

NOW THEREFORE, by consent of more than fifty-one percent (51%) of the lot owners at a meeting with a quorum called for the purpose of modifying the Declaration, the Declaration at Article V, Section A, Paragraph 3 is hereby amended as follows:

3. Water System.


The Board may, at its discretion, transfer ownership of the Water System to allow the provision of water services to be performed by an entity other than Developer, Developer's assigns or agents.

CERTIFICATE

The foregoing Amendment to the Declaration was duly adopted by the Lot Owners of Sumac Ridge at its special meeting held on the 6th day of November, 2001.

January 2002


President of the Board of Directors, Joel Zimmerman


Secretary of the Board of Directors, Linda K. Adams

BOOK 2818 PAGE 944

RECORD AS IS

STATE OF MISSOURI

COUNTY OF St. Charles) ss:

On this 1st day of February, 2002, personally appeared John [illegible], known to me to be the person who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated.

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


Notary Public - Michael C. [illegible]My Term Expires: 2-25-2005

END OF DOCUMENT

ESMT
2-23+

BOOK 2818 PAGE 945

17933

STATE OF MISSOURI
COUNTY OF ST. CHARLES
RECORDER OF DEEDS
FILED FOR RECORD

FEB 27 2002

By Barbara J. Hall
Time 9:39 AM

mariano, clanton & clanton

Recorder of Deeds Certificate St. Charles County Missouri

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a \$25.00 non-standard fee pursuant to RSMo 59.310.3. This is the first page of your document--DO NOT REMOVE.



Barbara J. Hall
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

Enr Lewis, Rice & Fingersh

BOOK 2818 PAGE 946

**SECOND AMENDMENT TO THE DECLARATION OF
RESTRICTIONS, EASEMENTS, LIENS AND COVENANTS
FOR SUMAC RIDGE**

WHEREAS, the Declaration of Restrictions, Easements, Liens and Covenants for Sumac Ridge, recorded in the St. Charles County Recorder of Deeds Office at Book 1928, Page 1340 ("Declaration"), at Article IX, Section (A)(1) provides that the Declaration may be amended by the written consent of the lot owners representing more than one percent (1%) or more of all lot owners at a meeting having a quorum and called for the purpose of modification to the Declaration; and

WHEREAS, a special meeting was called by the Sumac Ridge Home Owners Association ("Association") for the purpose of amending the Declaration; and

WHEREAS, the lot owners were given notice of the meeting for said meeting and said notice included the purpose, date, time and location of said meeting; and

WHEREAS, the Association did conduct said meeting at which a quorum of at least 1% percent of the lot owners were present; and

WHEREAS, more than fifty-one percent (51%) of the lot owners did vote to approve an amendment to the Declaration, which said amendment is set out below;

NOW THEREFORE, by consent of more than fifty-one percent (51%) of the lot owners at a meeting with a quorum called for the purpose of modifying the Declaration, the Declaration at Article IV is hereby amended as follows:

ARTICLE IV. EASEMENTS

(a) By virtue of an Easement Grant recorded immediately after the Declaration of Restrictions, Easements, Liens and Covenants, Grantor had given an easement to the Association for the benefit of its Lot Owners members for road and utility lines.

(b) The Association will administer the easements and maintain them in accordance with the powers of the Association listed in Article III of the Declaration.

(c) The Association hereby dedicates any and all road and utility easements to and for the use of public and private utilities.

BOOK 2818 PAGE 947

CERTIFICATE

The foregoing Amendment to the Declaration was duly adopted by the Lot Owners of Sumac Ridge at its special meeting held on the 11 day of ~~November~~ January, 2005.

[Signature]
President of the Board of Directors

[Signature]
Secretary of the Board of Directors

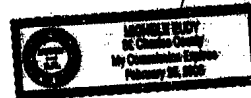
STATE OF MISSOURI)

COUNTY OF St. Charles)

On this 11 day of January, 2005, [Signature] did say that he is the President of the Board of Directors for Sumac Ridge Community Association, known to me to be the person who executed the foregoing instrument on behalf of said Sumac Ridge Community Association, and acknowledged to me that he executed the same for the purposes therein stated.

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

[Signature]
Notary Public

My Term Expires: 2-25-2005

END OF DOCUMENT

6
S-420090325000222390 AMRESTR
Bk:DE5145 Pg:2457
03/25/2009 08:42:26 AM 1/6CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:LBRAVI

.....
TITLE OF INSTRUMENT: Second Amendment to the Declaration of
Restrictions, Easements, Liens and Covenants
for Sumac Ridge Community Association

DATE OF INSTRUMENT: March 23, 2009

GRANTOR: Sumac Ridge Community Association

GRANTEE: Sumac Ridge Community Association

**GRANTEE'S MAILING
ADDRESS:** Sherie Clay, Secretary/Treasurer
135 Sumac Ridge Drive
Foristell, Missouri 63348

LEGAL DESCRIPTION: n/a

**BOOK(S) AND PAGE(S)
AFFECTED:** Book 1928, Page 1340, as amended
Book 2720, Page 31, as amended

BARKLAGE BRETT WIBBENMEYER & HAMILL
P C
BOX



20090325000222390 2/6

Bk:DE5145 Pg:2458

**SECOND AMENDMENT TO THE DECLARATION OF
RESTRICTIONS, EASEMENTS, LIENS AND COVENANTS**

FOR

SUMAC RIDGE COMMUNITY ASSOCIATION

(a/k/a SUMAC RIDGE LOT OWNERS ASSOCIATION or SUMAC RIDGE PROPERTY OWNERS ASSOCIATION)

THIS SECOND AMENDMENT to the Declaration of Restrictions, Easements, Liens and Covenants for Sumac Ridge Community Association is made this 23rd day of March, 2009.

WITNESSETH:

WHEREAS, on or about April 10, 1997, a certain Declaration of Trust entitled "Declaration of Restrictions, Easements, Liens and Covenants" for Sumac Ridge Community Association was recorded in Book 1928 at Page 1340, of the Records of St. Charles County, Missouri; and,

WHEREAS, on or about the 20th day of November, 2001, an Amendment to the Sumac Ridge Community Association was recorded in Book 2720 at Page 31; and,

WHEREAS, the Owners desire and intend to amend the Declaration to promote the wellbeing of the residents, and to insure sufficient funds to carry on the business of the subdivision in the future.



20090325000222390 3/6

Bk:DE5145 Pg:2459

NOW THEREFORE, the Declaration shall be amended as follows:

A. **ARTICLE V. ASSESSMENTS AND LIENS**

A. **Type of Assessments**

1. **Annual Assessments.**

The annual assessments shall be increased to \$500.00 per year, beginning in the year 2009. The annual assessment for the year 2008 is raised to \$400.00 per year (the annual dues for 2008 were \$300.00 according to the November 20, 2001 Amendment, and are hereby increased \$100.00 to \$400.00 a year, with the additional \$100.00 to be paid on or before October 1, 2008). The increase in annual assessments is necessary to address the increased costs of maintaining subdivision roads.

In all other respects, Article V shall remain the same except as specifically amended herein.

B. **ARTICLE VI. RESTRICTIVE COVENANTS**

Subparagraph 5:

All owners and residents of Sumac Ridge shall utilize the same trash/waste hauling company. The trash/waste hauling company in the term of the contract with said company shall be decided by a majority of the property owners entitled to vote, pursuant to the Declaration of Restrictions, Easements, Liens and Covenants.

In all other respects, Article VI shall remain the same except as specifically amended herein.

C. This Amendment shall be recorded in the Records in the Office of the Recorder of Deeds, St. Charles County, Missouri, and shall be applicable to events and circumstances occurring, effective June 29, 2008.

D. In all other respects, the Declaration of Restrictions, Easements, Liens and Covenants for Sumac Ridge Community Association, originally recorded in Book 1928 at Page 1340, are hereby ratified as are the First Amendments recorded in Book 2720 and Page 31, except as specifically amended herein.

20090325000222390 4/6
Bk:DE5145 Pg:2460

E. The undersigned Board of Directors of Sumac Ridge Community Association hereby requests this Amendment to the Declarations be made of record and recorded in the St. Charles County Recorder of Deeds Office.

F. The undersigned Board of Directors hereby certifies that on the 29th day of June, 2008, these Amendments were placed on a ballot and voted on by the Owners of record of Sumac Ridge Subdivision; that thirty (30) days preceding the election, notice was given to all owners of the election and the amendments to be considered.

G. That after the election duly held in accordance with Article IX of the Declaration, the following votes were recorded:

- | | | |
|-----|---|----|
| i. | In favor of increase of annual assessments: | 30 |
| | Against: | 7 |
| ii. | In favor of trash/waste hauling amendment: | 37 |
| | Against: | 0 |

No abstentions for either amendment.

H. That the voting owners constituted a proper legal quorum and the amendments carried and are effective June 29, 2008.

The Board hereby certifies that in accordance with the vote of the Owners of Sumac Ridge Community Association, the Amendment passed and shall be placed of record in the St. Charles County Recorder of Deeds.

BOARD OF DIRECTORS:

Please Print: Ed Barrieau (President)

Please Print: Steve Rogers (V. President)

Please Print: Sheryl Clay (Treasurer/Secretary)

20090325000222390 5/6
Bk:DE5145 Pg:2461

STATE OF MISSOURI)

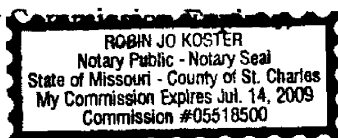
COUNTY OF ST. CHARLES)

COMES NOW, Ed Barrieau, being of lawful age and being first duly sworn, states that he/she is a Director of Sumac Ridge Community Association, that he/she has read and understands the foregoing instrument, that the foregoing facts are true and correct to the best of his/her knowledge, and believes that he/she did execute this as his/her free act and deed.

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

Robin Jo Koster
Notary Public

My Commission Expires:



STATE OF MISSOURI)

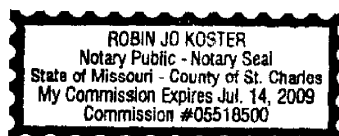
COUNTY OF ST. CHARLES)

COMES NOW, Steve Rogers, being of lawful age and being first duly sworn, states that he/she is a Director of Sumac Ridge Community Association, that he/she has read and understands the foregoing instrument, that the foregoing facts are true and correct to the best of his/her knowledge, and believes that he/she did execute this as his/her free act and deed.

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

Robin Jo Koster
Notary Public

My Commission Expires:





20090325000222390 8/6

Bk:DE5145 Pg:2462

STATE OF MISSOURI)

COUNTY OF ST. CHARLES)

COMES NOW, Sheryl Clay, being of lawful age and being first duly sworn, states that ~~he/she~~ is a Director of Sumac Ridge Community Association, that ~~he/she~~ has read and understands the foregoing instrument, that the foregoing facts are true and correct to the best of ~~his/her~~ knowledge, and believes that ~~he/she~~ did execute this as ~~his/her~~ free act and deed.

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

My Commission Expires:

Robin Jo Koster
Notary Public

