

INDENTURE
OF TRUST
AND
RESTRICTIONS
OF
WOODRIDGE
LAKE
ESTATES

FEBRUARY 2016 EDITION

Prepared by the Indentures Review Committee,
Woodridge Home Owners Association

Recorder of Deeds, Warren County, MD
Recorded on 02/25/16
10:35:00AM
201600921
Deborah L. Englemann

Table of Contents

Amended February 2016

All paragraphs are from the Original Indentures filed March 26 1974 or from the Supplemental to the Indentures filed on May 15 1975 unless otherwise noted by "A" for amended or "N" for new paragraph, under the year it was filed. Deletions pertaining to the maintenance, etc., of the well and pump house, formerly owned by Woodridge, are not listed.

The 2016 amendments are *bold italicized* and/or ~~lined through~~.

Chronological Order of Filing by Paragraph

TITLE	Page	1992	1993	1999	2003	2016
<u>Preamble</u>	1				A	
<u>Intention of this Indenture</u>						
Paragraph 4, Page 1, reference to residential community	1				A	
Paragraph 5, Page 1, reference to Plats (from 1-4 to 1-5)	1	A				
<u>Article I: Designation and Selection of Trustees</u>	2-3					
Section 1.01 Number of Trustees	2					
Section 1.02 Election of Trustees	2					
Section 1.03 Appointment of Successor	2					
Section 1.04 Term of Trustees	2					
Section 1.05 Annual Meeting by Trustees	2				A	
Section 1.06 Voting Privileges / Restrictions	3				A	A
Section 1.07 Non-Liability of Trustees	3	N				
Section 1.08 Removal of Trustee	3				N	A
<u>Article II: Dedication</u>	4					
<u>Article III: Powers and Duties of Trustees</u>	5-7					
Section 3.01 Control over Common Property	5	A		A		
Section 3.02 Easement Release	5					
Section 3.03 Compel Performance of Restrictions	5					A
Section 3.04 Neglected Property	5					
Section 3.05 Trash Disposal / Health and Safety	5					A
Section 3.06 Administer Gifts and Trusts	5					
Section 3.07 Enter Contracts Legal Counsel	5	A			A	
Section 3.07.01 Solicit Valid Bids	5				N	A
Section 3.07.02 Audit of Financial Books and Records	6				N	A
Section 3.08 Maintain Common Property	6	A		A		
Section 3.09 Maintain Bodies of Water / Regulations	6					A
Section 3.10 Charge for Use of Common Facilities	6					
Section 3.11 Assessments	6					A
Section 3.11.01 Annual Assessment	6	A		A		
Section 3.11.02 Special Assessments	6					

TITLE		Page	1992	1993	1999	2003	2016
Section 3.12	Force & Effect of Two Trustees	6	N		A		
Section 3.13	Trustee Compensation	7	N	A			A
Section 3.14	Building Permit	7			N		
<u>Article IV: Assessments</u>		8					
Section 4.01	Assessment Statements	8	A		A	A	A
Section 4.02	Legal Action to Collect Assessments	8	A		A		
<u>Article V: Restrictions of Use of Lots and Common Areas</u>		9-13					
Section 5.01	Restrictions of Lots/Minimum Size of Lot	9	A			A	
Section 5.01.01	Building for Commercial Activity	9				N	
Section 5.01.02	Commercial Use of Lot	9				N	
Section 5.01.03	Business Responsibility	9				N	
Section 5.02	Temporary Buildings	10				N	
Section 5.03	Minimum Square Footage	10		A	A		A
Section 5.04	Duration of Construction	10			A		A
Section 5.05	No Illegal or Nuisance Activity	10					
Section 5.06	Common Property Improvements	10	A				
Section 5.07	Set Back Requirements	10			A	A	
Section 5.08	Animal Restrictions	10			A		
Section 5.09	Subdivision of Existing Lots	10	A				
Section 5.10	Vehicle & Driver Restrictions	11	A		A		
Section 5.10.01	Off-Road Vehicle Use	11					N
Section 5.11	No Vehicle Displayed For Sale	11				A	
Section 5.12	Restriction of Signs	11				A	
Section 5.13	Maintenance of Lots & Improvements	11					
Section 5.13.01	Mowing Regulations	11			A		
Section 5.13.02	Debris Dumping Restrictions	11			N		
Section 5.13.03	Storage Shed Requirements	12			N		
Section 5.13.04	Dog House/Pen Regulations	12			N		
Section 5.13.05	Waste Oil Disposal	12			N		
Section 5.13.06	Cost Incurred When in Violation	12			N		
Section 5.14	HP Limit on Lake	12					
Section 5.15	Docks and Ramps	12					
Section 5.16	Pollution of Lake	12				N	
Section 5.17	Trash Disposal	12			A	A	
Section 5.18	Restrictions Pertaining to Permanent Structures	12		A		A	
Section 5.19	Firearms	13	A			A	
Section 5.20	Ingress/Egress to/from Woodridge	13			N	A	
<u>Article VI: Enforcement</u>		14					
Section 6.01	By Trustees, and/or Abutting Property Owners	14					
Section 6.02	Binder on Successors	14					
Section 6.03	Lot Owners Rights/Failure to Enforce	14	A				

TITLE	Page	1992	1993	1999	2003	2016
<u>Article VII: Additional Properties</u>	15					
Section 7.01 Description of Land	15					
Section 7.02 Subject to Covenants	15					
<u>Article VIII: Warranty</u>	16					
<u>Article IX: Duration, Amendments, Modifications</u>	17					
First paragraph, Line 3, change in new 10-year period				A		A
First paragraph, Line 6, change in percentage (voting)			A			
Signature of current trustees required				A		A
<u>Supplement to Indenture of Trust and Restrictions of Woodridge</u>	18-19					
<u>Recording of Indentures in Warren County, Missouri</u>						
Original of February 15, 1974 in Book 173, Page 215 (filed March 26 1974)	20					
Supplemental of May 6 1974 in Book 184, Page 21 (filed May 15, 1975)	21					
Amendments of April 18, 1981 in Book 247 Page 74 (filed April 20, 1981)	22					
Amendments of February 14, 1992 in book 549, Page 254 (filed February 18 1992)	23	N				
Amendments of December 31, 1993 in Book 639, Page 163 (filed February 18, 1994)	24		N			
Amendments of February 15, 1999 in Book 939, Page 257 (filed March 17, 1999)	25			N		
Amendments of July 21 2003 in Book 1231, Page 632 (filed 19 December 2003)	26				N	
Amendment of December 19 2003	27				N	
Amendments of February 2016 in Book____, Page____ (filed _____ 2016)	28					N
<u>Listing of Attachments</u>						
Woodridge Building Permit Understandings	29		N			
Map: Woodridge Subdivision, Warren County MO, Plats 1,2,3,4,5	30					A
Map: Woodridge Lake	31					N
Listing of Common Grounds & Easements	32					N

Recording of Deeds in Warren County, Missouri (only filing dates provided)

Quit Claim Deed (Common Ground) of October 29, 1981, in Book 264, Page 1
(filed January 14, 1983)

General Warranty Deed (Lake Run Drive road/Plat 5) of October 30, 1987, in Book 400, Page 279
(filed October 30, 1987)

PREAMBLE

"The residents of Woodridge Lake Estates Subdivision wish to acknowledge common goals: to create a friendly, peaceful environment in which to live; to maintain and improve our property and common areas; and to cooperate with others for the common welfare and improvement of the community."

INDENTURES OF TRUST
AND
RESTRICTIONS OF WOODRIDGE LAKE ESTATES

THIS INDENTURE made and entered into this Fifteenth day of February, 1974 BY AND BETWEEN the undersigned owner developer, lot owners and Trustees,

WITNESS, That,

WHEREAS, there has been filed in the Recorder of Deeds Office for Warren County, Missouri, certain documents known as Plats 1, 2, and 3 of WOODRIDGE, the same appearing in Plat Book 3, Page 62, Plat Book 3, Page 80, and Plat Book 3, Page 81, and,

WHEREAS, it is the intention of this Indenture to preserve said Subdivision as residential communities except for Lots 24, 25, 26, and 27 of Plat 1, hereinafter referred as "Excepted Lots" and to that end, to adopt a plan and scheme of restrictions and apply the same to each lot in the subdivisions, other than the excepted lots, as well as the common areas thereof and mutually to benefit, guard, and restrict the present and future owners and occupants of any lots therein, other than excepted lots, and foster the health, welfare, and safety of all who own or reside within the subdivisions, other than on excepted lots, and,

WHEREAS, it is the intention of this Indenture to specifically accept the aforementioned excepted lots from the benefits or restrictions imposed by this Indenture, and the same are hereby excluded from the coverage hereunder and are to remain free and clear of the restrictions or benefits of this Indenture. For easy identification any further use in this Indenture of the terms "Subdivisions," "Lots," "Lot Owners" or "Plats" shall refer to Plats 1, 2, 3, 4, and 5 of Woodridge, except for the aforementioned excepted lots.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and agreements of the parties hereto, each to the other made, the parties, covenant, agree and dedicate, collectively and individually, for themselves, their successors and assigns, and for and on behalf of all persons who may thereafter derive, title to or otherwise hold through them, their heirs, successors and assigns, any of the lots in said subdivisions, as follows, to-wit:

ARTICLE I
DESIGNATION AND SELECTION OF TRUSTEES

Section 1.01:

There shall be a board of three trustees. Edward H. Givens and William M. Boulch shall be two of the initial trustees. By their signatures hereto, they consent to serve in that capacity. Within one month of the date of the recording of this Indenture, they shall appoint a third individual trustee from among the then recorded owners of fee simple title to the lots in the subdivisions. The term of the so-nominated lot owner trustee shall expire three years from the date of the recording of this instrument. The term of Edward H. Givens shall expire two years from the date of the recording of this instrument. The term of William M. Boulch shall expire one year from the date of the recording of this instrument.

Section 1.02:

On the expiration of the term of any trustee, a successor shall be elected at a meeting of the record owners of fee simple title to the lots in the subdivisions, notice of such election shall be given by the trustees either by First Class mail or personal delivery to the lot owners at least ten days prior to the date of such meeting. At such meeting, the majority of recorded owners in the subdivisions, at the meeting, in person on a paper ballot, or by signed proxy on a paper ballot submitted in advance to the trustee or designated representative (each owner or owners of each full lot of resubdivided lot, per Article "V", Paragraph 5.09, being entitled to one vote for each such lot), shall elect a successor trustee to serve until his or her successor has been elected or appointed and qualified.

Section 1.03:

Should any trustee or successor trustee be unable to act for any reason prior to the expiration of his or her term, the remaining trustees shall appoint his or her successor for the balance of that term.

Section 1.04:

The terms of all trustees elected by the lot owners shall be three years, or until his or her successor has been elected or appointed and qualified. Should the trustees fail to call an election as required, such election may be called by three then lot owners, provided, however, that the above notice is given.

Section 1.05:

There shall be an annual meeting of the lot owners, to be scheduled for the first Sunday of the month of March, which shall be called by the trustees. Special meetings of the lot owners may be called by two trustees or sixteen (16) qualified lot owners (see section 1.06) in a signed written petition to the trustees. The trustees shall notify by U.S Mail all lot owners of the meeting agenda, time, and place. The meeting shall be held within 30 days of the date of submission of the petition.

Section 1.06:

Any lot owner who has not paid any assessments authorized under this declaration, or who is in violation of any restrictions herein contained shall not be entitled to vote at any meeting. Any business relative to the affairs of the subdivisions may be transacted at any meeting. Voting issues will be decided by a majority vote (51%) of lot owners in attendance ~~including proxy votes. Only one (1) vote per Lot/Owner. Proxy votes will be accepted only for meeting agenda items. Proxy votes will not be permitted for new and newly proposed items.~~

Section 1.07:

The trustees and their successors duly elected or appointed, accept the trusts upon condition only that each of said trustees shall be responsible only for his own wrongful act or willful default and not one for the other or others, and upon the further conditions that no trustee or his successor hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by such trustees, individually or collectively.

Section 1.08:

A trustee may be removed from office by a two thirds majority (66.67%) of the lot owners of record in attendance, *voting must be done* in person at any official meeting, *no proxy voting will be allowed*. ~~by or by written, signed proxy submitted in advance to the trustees if designated representative.~~

ARTICLE II DEDICATION

All streets and roads designated on the aforementioned plats or future plats of Woodridge shall be and are hereby dedicated to the exclusive use and benefit of lot owners of said plats, collectively, forever. All easements shown on said plats are hereby dedicated for the installation of public utilities, sewers, road-ways, and contingent accessories of the same, for the exclusive use and benefit of the lot owners of said plats, collectively forever. All common areas, including any body or bodies of water, existing or constructed on said plats, shall be and are hereby dedicated to the exclusive use and benefit of the lot owners of said plats, collectively, forever. The ownership of all the foregoing shall be vested in the present and future trustees, collectively.

ARTICLE III POWERS AND DUTIES OF TRUSTEES

The present and future trustees, hereunder referred to as "Trustees", are hereby vested with the following rights and powers and authority with respect to all the land and bodies of water in any of the subdivisions subject to or made subject to this instrument:

Section 3.01:

To exercise control over easements, streets, common driveways, lights, and all common property for the purpose of improving, maintaining, and insuring the proper use thereof, with the right to grant easements for public utilities and other facilities and to access those properties abutting common driveways for any improvements thereto.

Section 3.02:

To abandon any easement which the trustees unanimously conclude is not required for the subdivisions.

Section 3.03:

To compel performance of the restrictions in this Indenture *to the best of their ability*.

Section 3.04:

To remove rubbish, repair fences, cut and trim trees, grass, and weeds on any vacant or neglected property, the owners thereof being charged with the reasonable expense so incurred, such charges to become an assessment in the manner hereinafter provided. The Trustees or their representatives, shall not be guilty of trespass in performing these acts.

Section 3.05:

To ~~oversee and enforce provide for~~ the collection and disposal of trash, rubbish, or garbage and to otherwise provide for health and welfare of property owners and residents of the subdivisions.

Section 3.06:

To receive, hold, convey, and administer in trust any gift, grant, conveyance or donation of real or personal property.

Section 3.07:

To enter into agreement or contract with any person, firm or corporation or any private or public agency, employ agents, servants and such other employees as they deem necessary in the performance of their duties including counsel to advise them and/or to prosecute and defend any actions relating to the subdivisions individually or collectively, in their capacity as Trustees.

Section 3.07.01:

The Trustees shall solicit at least two (2) valid bids for each agreement or contract of a cost exceeding ~~Two~~ *Four* Thousand Dollars (~~\$2000.00~~) (*\$4000.00*). If after diligent attempts to solicit bids, *or* two bids are not received, the Trustees shall record this fact in the minutes or records of their meetings, and then may select the single bid. *The Trustees shall be entitled to refuse bids from Contractors who have previously proven to have performed unsatisfactorily in previous subdivision tasks, regardless of the quoted price.*

Section 3.07.02:

The Trustees shall contract *for* and conduct an audit of the financial books and records of the Subdivision. ~~The results of this audit shall be presented at the annual meeting every three (3) years preceding the election of the new Bookkeeper/Trustee. A vote may be taken during the Spring meeting to waive the formal audit if an informal review of the financial records and the budget proposals presents show no irregularities. The cost of this audit should be ordinary and reasonable.~~

Section 3.08:

To provide lights in streets, parks, and common property; erect street Markers; maintain, pave, and clean streets not dedicated to the public. Plant and maintain trees and shrubbery on common property; establish, construct, maintain and repair buildings, structures, and other facilities on common property.

Section 3.09:

To provide for the maintenance and care of any and all bodies of water, which may be located in the subdivision's *common grounds* and to make reasonable regulations relating to the use of said bodies of water. Maintaining such bodies of water, the Trustees may stock the same with various species of fish.

Section 3.10:

To charge lot owners or others a reasonable amount for the use of any Building, structure, or facility constructed or maintained by the Trustees for the benefit of all lot owners, provided, however, all are charged on an equal basis.

Section 3.11:

To make assessments against each lot in the subdivision as follows:

Section 3.11.01:

An annual assessment will be levied for the purpose of carrying out the general duties and powers hereunder. Hereafter referred to as the General Fund. The annual assessment may be raised a maximum of Twenty Five Dollars (\$25.00) per year, requiring a majority vote of those present and/or represented at the annual meeting. The Annual Assessment may not exceed ~~Three~~ *Five* Hundred Dollars (~~300.00~~) (*\$500.00*) per lot or resubdivided lot during the next decade (*2023*). After which time the Indenture of Trust and Restrictions of Woodridge will be reviewed.

Section 3.11.02:

Should the Trustees conclude that it is necessary to make expenditures for the subdivisions requiring additional assessments, it shall submit in writing to the owners of all lots in the subdivision for their approval, an outline of the project contemplated and the estimated costs thereof and the assessments required. Should the project assessments be approved in writing by a majority of all subdivision lot owners, the Trustees may proceed with the levy of assessments and the work.

Section 3.12:

The act or acts of any two (2) of the Trustees shall for the purpose of this Indenture have the same force and effect as if all the Trustees performed such act or acts.

Section 3.13:

Compensation for the Trustees shall be ~~Two Hundred Dollars (\$200.00)~~ *per-year equal to the current annual assessment. The secretary /Treasurer/Trustee Position shall receive an additional Two Hundred Dollars (200.00) per year.* All toll calls *and authorized personal monies spent for subdivision business* shall be reimbursed as an expense to the subdivision. If for any reason the Trustee or Trustees decline the compensation so stated above, at a meeting of the Trustees, the monies may be left in the General Fund or a portion may be used as compensation.

Section 3.14:

Prior to construction of any permanent structure, building, fixture, etc., a building permit (stating the conditions of approval, including provisions for liability coverage) and approval must be obtained from the Woodridge Trustees. (See attached: Woodridge Building Permit Understandings.)

ARTICLE IV ASSESSMENTS

Section 4.01:

Assessment statements shall be mailed *via US Mail (no email for financial statements will be used)* to each person (*Lot Owners*) affected thereby within fifteen (15) days after the assessment levied at the annual March meeting. Payment of such assessment shall be due on May 15th following the billing date of such statement, after which any unpaid amount *may* bear interest at the rate of Fifteen Per Cent (15%) per annum until paid.

Section 4.02:

Should any owner fail to pay an assessment so levied, together with accrued interest, at the election of the Trustees, either legal action to collect the same may be instituted against such owner or a verified copy of said statement may be filed in the office of the Recorder of Deeds of Warren County, Missouri, and thereupon, the amount of that assessment shall become a lien against the lot upon which the levy was made, subordinate only to general taxes and deeds of trust on record. In this event, the Trustees shall have the right to sell said property in the same manner as is authorized by Missouri law for sale of the property under deeds of trust, with notice of sale being published in the manner required by such law. In addition to the amount of said lien and interest, there shall be added the costs of foreclosure, including a reasonable attorney's fee. In the event the Trustees pursue legal action to collect the assessment due and owing as a result of non-payment of the assessment by owner, the owner shall be liable to the Trustees for all costs and legal expenses including reasonable attorney's fees incurred by the Trustees in pursuing said legal action.

ARTICLE V
RESTRICTIONS ON USE OF LOTS AND COMMON AREAS

All owners of lots in the subdivisions, their grantees, lessees, heirs, assigns, and persons claiming by or through them, shall be subject to the following restrictions on use of lots and common areas:

Section 5.01:

All lots and resubdivided lots shall be used for single family dwelling and/or recreational purposes. A dwelling shall not be erected on any lot of less than one (1) acre. No residence and/or single family dwelling, building or any portion of any lot and resubdivided lot shall be used for any manufacturing, industrial, or commercial activity other than described in Section 5.01.01 and 5.01.02.

Section 5.01.01:

Commercial activity shall include building a residence and/or building with the sole intent or renting or leasing and shall be prohibited. A single family dwelling family and/or building or any portion of any dwelling or building cannot be used as rental property except, in the following instances: (1) A dwelling may be rented to another lot owner during the period of time the lot owner's home is under construction within Woodridge subdivision and the owner has obtained written permission from the Trustees. Rental period must conform to the nine month construction time limit as set forth in the Indentures; or (2) If the dwelling is to be rented with option to buy, and the owner shall obtain written permission from the Trustees for a limit of one (1) year. All assessments must be paid on any dwelling before rental permission is granted by the Trustees.

Section 5.01.02:

Commercial use of any lot, except by the Owners in their profession or business is prohibited. Said profession or business is defined as: any occupation or profession carried on by a member of the immediate family, residing on the premises in which there is to be no sign used other than a nameplate, or no display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; no person is employed other than a member of the immediate family residing on the premises, no illegal commodity may be made or sold upon the premises. Customer vehicles should be limited to no more than two (2) at any time. Delivery vehicles to and from said business shall not exceed 2.5 ton gross weight, and should be limited to no more than twice a day.

Section 5.01.03:

Woodridge Lake Estates Subdivision will assume no responsibility for individuals operating a business or their clientele. All subdivision indentures and restrictions are to be observed.

Section 5.02:

No person may dwell in or occupy or live in a temporary building, trailer, or tent, garage or out-building for a period of more than fifteen (15) *consecutive* days without first obtaining the written permission of the Trustees.

Section 5.03:

The ground-floor area of the main structure on each lot exclusive of open porches, breezeways and garages shall not be less than 1200 square feet for single-story dwellings, or a minimum of 1600 square feet total living area for multi-story dwellings, excluding basements.

Section 5.04:

The construction of any structure must be completed within nine (9) months after construction is commenced. Failure to comply with this provision may result in a penalty of Fifty Dollars (\$50.00) per week until construction is completed. *Construction includes reasonable landscaping to blend with existing lots/dwellings. Extensions and exceptions must be in writing, with the Homeowner(s) and three (3) Trustee signatures.*

Section 5.05:

No person may use any lot or structure located in the subdivision for any purpose prohibited by law or ordinance, or for the commission or maintenance of any nuisance.

Section 5.06:

No structures or other improvements shall be made on or to any common area, including any bodies of water, other than such structures or improvements which are made by the Trustees for the benefit of all owners. (See attached map for location of common ground)

Section 5.07:

The yard and set-back area on any lot or resubdivided lot shall be in accordance with local ordinance and as designated on any recorded plats. If not recorded on the plats, the set-back area shall not be less than 50 feet from front property line. No structure shall be erected upon any lot or resubdivided lot which does not provide for side yard of at least 25 feet from side property line and no structure shall be built with less than 25 feet to the rear line. No enclosed structure, house, garage, or shed shall be erected within 50 feet of the lake. There will be no deviations/exceptions from the aforesated.

Section 5.08:

No pigeons, poultry, cattle, hogs, rabbits, or other such animals may be kept in or on any part of any lot, provided, however horses, dogs, cats or other household pets may be kept for all purposes other than breeding. All animals are to be restricted to the owner's property or leashed. It is recommended that there be no more than 3 pets/animals in any household.

Section 5.09:

No lot shall be resubdivided in a manner so that the resultant lots will be less than one (1) acre in size nor shall a fractional part less than one (1) acre in size of any lot be sold or leased without a letter signed showing the consent of the Trustees. The Trustees are empowered to have a signed Certified Statement from a regular Professional Surveyor for each resubdivided lot sold or leased and all previous resubdivided lots sold or leased. Also, any resubdivision or sale of

fractional parts shall be done so as to conform with local ordinances. On the assessment date, if a lot has been resubdivided, the resubdivided lots shall be assessed as two, three, or more lots according to the resubdivided plan filed with Warren County Recorder's Office and according to Article III and IV of this indenture. Lots and resubdivided lots with driveways and/or access roads will not be maintained by this indenture.

Section 5.10:

No lot owner shall park or permit the parking of any unlicensed or inoperative motor vehicle on any road or common area in the subdivision. No trailers, mobile homes, trucks, tent trailers, or boats shall be parked (except for temporary purposes not exceeding 8 hours) in any street or road in the subdivision. No unlicensed driver and/or unlicensed vehicle will be permitted on any street or road in the subdivision. Licensed vehicles shall be parked in designated areas, such as driveways, parking pads, turn-around areas, but not in yard or wooded areas. Vehicle is defined in this Indenture as motorized by any type of power.

Section 5.10.01:

Some off-road vehicles, solely defined here-in as Golf Carts, properly muffled ATVs, and garden tractors will be permitted on Subdivision roads. Dirt bikes and motor scooters are specifically excluded. Operator must be a licensed driver, at least 16 years old. Off-Road vehicle operation will be during day-light hours only, and operators will assume all responsibility for safe vehicle operation. Damage caused by such vehicles/operators will be at the owner's expense. The Subdivision will accept no liability for injury to operators, equipment, or victims of accidents involved with said off-road vehicles. Persons who continually violate the rules will not be permitted to operate vehicles within the subdivision.

Section 5.11:

No motor vehicles shall be displayed as being for sale except during the annual Woodridge Lake Subdivision sponsored garage sale.

Section 5.12:

No commercial sign, advertisement, or billboard may be erected or maintained on any lot. Only one sign per lot advertising the property in which same is located for sale is permitted. Please limit garage/yard sale sign to day(s) of event. It is recommended that lot owners limit the number of political signs to three (3) and that said signs be removed within one week after Election Day. No signs shall be larger than 24 inches by 24 inches.

Section 5.13:

All owners shall keep their lots and improvements thereon in good order and repair, as listed below: If, in the opinion of the Trustees, any owner fails to so maintain and continue to do so after having received fifteen (15) days written notice, the Trustees, through agents, may enter on the property to correct the condition, the cost of such to become an assessment in the manner herein provided.

Section 5.13.01:

The road frontage shall be mowed to maintain a height not to exceed 12 inches.

Section 5.13.02:

The presence upon any lot of unnatural debris, including but not limited to, rubbish, and trash of all kinds, lumber of all kinds not piled or stacked neatly, bricks of all kinds not piled or stacked neatly, tin, steel, derelict cars, trucks and camper bodies, inoperable equipment of any nature, broken furniture, any flammable material which may endanger the public safety, or any material which is unhealthy, unsanitary, or unsafe is hereby declared a public nuisance. Dumping of any unnatural items in gullies, ravines, etc. on any property is prohibited.

Section 5.13.03:

Storage sheds require a Woodridge Building Permit. All sheds must be kept in good repair, including but not limited to sturdy construction, exterior finish, and secure doors, hinges, and locks. Set-back requirements as stated in Section 5.07 must be followed in placement of any shed. There shall be no more than three (3) sheds per lot.

Section 5.13.04:

Dog houses and pens should be constructed of standard materials and be kept in good repair, including but not limited to sturdy construction, exterior finish, properly fitted gates and locks.

Section 5.13.05:

Waste oil shall not be applied to driveways, roads, etc., within the subdivision. It is to be disposed of properly with an authorized dealer.

Section 5.13.06:

Any cost incurred by the Trustees, including but not limited to the hiring of agents to remove debris or perform needed work, attorney fees and court costs shall be assessed to the lot owner when in violation of the above indentures.

Section 5.14:

No motor of a greater horse power than five (5) may be used on any boat or other means of conveyance used on or about any body of water contained in any of the subdivisions.

Section 5.15:

No docks or ramps are permitted on Woodridge Lake, other than those erected and maintained in the common ground area, by the Home Owners Association.

Section 5.16:

No party shall in any way pollute or cause any contamination to be deposited in any body of water contained in any of the subdivisions.

Section 5.17:

All incinerators, or other equipment for the storage or disposal of waste, trash, or garbage shall be kept in a clean and sanitary condition. All water or sewage shall be disposed of through sanitary septic systems, constructed according to plans, specifications, and inspection according to current State and County regulations. Reference: "Missouri Laws Accompanied by Department of Health Rules: Governing On-site Sewage Systems", based on the "Revised Statutes of Missouri".

Section 5.18:

No mobile homes, or trailers, or modular homes, including manufactured homes brought in on wheels, shall be maintained as permanent structures or residences on any lot.

Section 5.19:

No firearms shall be discharged within the subdivision. No hunting allowed within the subdivision.

Section 5.20:

According to Plats 1, 2, 3, 4, and 5 filed in the Recorder of Deeds Office for Warren County, Woodridge Subdivision has only one ingress/egress. No lot owner will be allowed to use their property as an ingress and egress to/from Woodridge Subdivision. No additional roads shall be constructed or conveyed connecting Woodridge Subdivision roads with other lands or roads.

ARTICLE VI ENFORCEMENT

Section 6.01:

Enforcement of the restrictions and covenants of this Indenture shall be by the Trustees, either in law or in equity, as it determines. In addition, the owner or owners of lots abutting the lot upon which a violation is occurring shall have the right to proceed in law or in equity against the person or persons violating the covenant, and in this event, in addition to the costs of court, they shall be entitled to the recovery of reasonable attorney's fee should it be determined by the court that a violation has occurred.

Section 6.02:

It is hereby declared that each covenant and restriction in this Indenture shall attach to and remain with each lot in the subdivisions, shall run with the land and shall bind every successive owner, lessee, and occupant of any land in the subdivisions. Should it be determined by the court that any provision of this Indenture is invalid, that invalidity shall not affect the validity of any other provision hereof.

Section 6.03:

The right of enforcement herein conferred upon said Trustees shall not supersede nor in any manner impair the right of any owner of any lot in such subdivision to sue in his own name to compel the observance by any owner of a lot or lots in such subdivision, of the restrictions. The waiver or failure to enforce a breach of any restriction shall not be a waiver of any subsequent breach of restrictions set forth herein.

ARTICLE VII
ADDITIONAL PROPERTIES

The Trustees hereby reserve the right to subject contiguous or adjacent land to the provisions of this Indenture and to make roads, easements, and common areas, including bodies of water, and any improvements thereto available for the use and enjoyment of any owner or future owner of such additional property, by delivering to the then Trustees, and recording in the Office of the Recorder of Deeds for Warren County, Missouri, a supplement to this Indenture, which shall include:

Section 7.01:

A description of the land to be added with a plat showing the subdivision of that land into lots as a part of WOODRIDGE.

Section 7.02:

An agreement by all persons, firms, or corporations having an interest in such additional land that it be subjected to the covenants hereof.

Whenever the term 'Subdivision' is used in this Indenture, it shall be deemed to include such additional land.

ARTICLE VIII WARRANTY

No representation, insurance, warranty, or guarantee is made by the Trustees as to any condition, stage, state, capacity, permanency, maintenance, or suitability of any body of water, including lakes and streams, or the water contained therein in any of the subdivisions and the acceptance of a deed of conveyance of any lot shall act as an acceptance and assumption of all risks inherent in said lake, regardless of themselves, members of their families and guests, heirs, successors, assigns, and persons claiming by or through them.

ARTICLE IX
DURATION, AMENDMENTS, MODIFICATIONS

All the provisions of this Indenture and all restrictions herein contained shall continue and remain in full force and effect as encumbrances against all lots in the subdivision until December 31, 2023 from and after which date said covenants shall continue in full force and effect for successive ten-year periods, during any of which not less than fifty-one percent (51%)* of the qualified owners of lots in the subdivisions may amend any term hereof by a writing filed for record in the Office of the Recorder of Deeds for Warren County, Missouri. Provided, however, owners desire to obtain an exemption from the Federal Interstate Land Sales Act under 24 CFR 1710.11 and to that end, if any of the provisions of this Indenture prevent them from obtaining such exemption, then the Trustees are authorized to amend this Indenture by unanimous vote, to allow owners to obtain such exemption by a writing filed for record with the Recorder of Deeds for Warren County, Missouri.

* Homeowners who are not current with assessments are not eligible to vote in the Meetings (Section 1.06) and are, therefore, not eligible to vote on Indenture changes.

IN WITNESS WHEREOF, the Trustees have executed this Indenture of Restrictions, and by affixing their signatures hereto, signify their acceptance of the Trust herein.

TRUSTEES OF WOODRIDGE SUBDIVISION


Paul Klasing


Richard Renth


John Koehler

SUPPLEMENT TO INDENTURES OF TRUST
AND
RESTRICTIONS OF WOODRIDGE

THE INDENTURE made and entered into this sixth (6th) day of May, 1974 by the undersigned, EDWARD H. GIVENS, hereinafter referred to as "Owner-Developer,"

WITNESSETH, that

WHEREAS, there has been filed in the Recorder of Deeds Office of Warren County, Missouri, a certain document entitled "Indenture of Trust and Restrictions of Woodridge," the same appearing in Book 173, Page 215, of said records, and,

WHEREAS, there has been filed in the Recorder of Deeds Office of Warren County, Missouri, a certain document known as "Plat 4 of Woodridge," the same appearing Plat Book 3, Page 101, of said records and the same being incorporated herein by reference, as if the same had been fully set out, and,

WHEREAS, said Indenture provides that the undersigned Owner-Developer has the right to subject lands contiguous or adjacent to Plats 1, 2, or 3 of Woodridge, said plats appearing in Plat Book 3, Page 62, Plat Book 3, Page 80, and Plat Book 3, Page 81, respectively, of Warren County records to the provisions of said Indenture to make roads, easements, common areas, including bodies of water, and any improvements thereto available for the use and enjoyment of any owner or future owners of such additional property, and,

WHEREAS, the lands of Plat 4 of Woodridge, which lands are more fully described in Exhibit A, which is attached hereto and incorporated herein by reference, are contiguous and adjacent to the land Plats 1, 2, 3 of Woodridge, and,

WHEREAS, the undersigned Owner-Developer is the only person, firm or corporation having an interest in Plat 4 of Woodridge other than the Florissant Bank, who, by Exhibit B, which is attached hereto and incorporated herein by reference, agrees that Plat 4 may be subjected to the covenants of said Indenture, and,

WHEREAS, the undersigned Owner-Developer desires and agrees that the additional land of Plat 4 of Woodridge should be subjected to the covenants of said Indenture and enjoy the benefits arising therefrom, and,

WHEREAS, a copy of this Supplemental Indenture has been delivered to the Trustees serving under the Indenture, and Trustees acknowledging receipt of the same by their signatures hereto.

NOW, THEREFORE, in consideration of the premises of the mutual benefits to be derived therefrom, the undersigned Owner-Developer, hereby subjects the previously described lands of Plat 4 of Woodridge, to the provisions of said Indenture and makes all roads easements, common areas, including bodies of water, and any improvements thereto available for the use and enjoyments of any owner or future owners of said Plat 4 of Woodridge.

IN WITNESS WHEREOF, the Owner-Developer has executed this Supplemental Indenture, and the Trustees, by affixing their signatures hereto, signify delivery of a copy of the same to them.

s/Edward H. Givens

Edward H. Givens, Owner-Developer

TRUSTEES OF WOODRIDGE SUBDIVISION:

s/Edward H. Givens

Edward H. Givens

s/William M. Boulch

William M. Boulch

s/Mary E. Grubb

Mary E. Grubb

Notarization & Filing Statements

ORIGINAL INDENTURE

STATE OF MISSOURI)
County of St. Louis)

On this 15th day of February, 1974, before me appeared Edward H. Givens, to me personally known, who being by me duly sworn, did say that he is the person who executed the foregoing instrument and that he did so as his 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 written above.

s/Agnes M. James
Notary Public, Agnes M. James

My term expires: 12/20/74

.....
STATE OF MISSOURI)
County of St. Louis)

On this 15th day of February, 1974, before me appeared Edward H. Givens and William M. Boulch, to me known, who being by me duly sworn, did say that they did affix their signatures to the foregoing instrument as Trustees and that they did so as their 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 written above.

s/Agnes M. James
Notary Public, Agnes M. James

My term expires: 12/20/74

SUPPLEMENTAL

STATE OF MISSOURI)
County of St. Louis) SS

On this 6th day of May, 1974, personally appeared before me Edward H. Givens, to me personally known, who being by me duly sworn, did say that he is the person who described in the foregoing instrument and he executed the same as his free act and deed.

IN WITNESS 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

s/Kolene L. Thies
Kolene L. Thies, Notary Public

My term expires: April 20, 1977

.....

STATE OF MISSOURI)
County of St. Louis) SS

On this 6th day of May, 1974, personally appeared before me Edward H. Givens, to me known, who being by me duly sworn, did say that they did affix their signatures to the foregoing instrument as Trustees and they did so as their free act and deed.

IN WITNESS 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.

s/Kolene L. Thies
Kolene L. Thies, Notary Public

My term expires: April 20, 1977

.....

STATE OF MISSOURI)
County of St. Louis) SS. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 15th day of May, 1975 at 11 o'clock 25 minutes A.M., duly filed in this office for record and the same is truly recorded in the records in this office in Book 184 on Page 21.

Witness my hand and official seal this 15th day of May 1975
By

s/Carolyn M. Frick
Deputy Recorder

s/Mildred Simon
Ex-Officio Recorder

AMENDMENTS, 1981

IN WITNESS HEREOF, the undersigned have caused these Amendments to the Indentures to be executed this 18th day of April, 1981, with an affirmative vote of lot owners of Woodridge according to the Indentures of Trust and Restrictions of Woodridge, recorded in Book 173, Page 215, Warren County, Missouri.

WHEREAS, there has been filed in the Recorder of Deeds Office for Warren County, Missouri, certain documents known as Plats 1, 2, 3, and 4 of Woodridge, the same appearing in Plat Book 3, Page 62, Plat Book 3, Page 80 Plat Book 3, Page 81, and Plat Book 3, Page 120, and, Plat Book B, Page 72, and

TRUSTEES OF WOODRIDGE SUBDIVISION:

s/Harold E. Niehaus
Harold E. Niehaus

s/Ronald R. Cosgrove
Ronald R. Cosgrove

s/Charles R. Dworsack
Charles R. Dworsack

STATE OF MISSOURI)
County of Warren) SS

On this 18th day of April, 1981, personally appeared before me Harold E. Niehaus, Ronald R. Cosgrove, and Charles R. Dworsack, present Trustees of the above WOODRIDGE SUBDIVISION, acting pursuant to the terms and provisions of Trust Indenture of record and amendments hereto of record, if any, to me known, to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS 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.

s/Mary E. Grubb
Notary Public, Mary E. Grubb

My term expires: June 15, 1981

STATE OF MISSOURI)
County of Warren) SS. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 20th day of April, 1981 at 1 o'clock 45 minutes P.M., duly filed in this office for record; and the same is truly recorded in the records in this office in Book 247 on Page 74.

Witness my hand and official seal this 20th day of April, 1981
By

s/Carolyn M. Frick
Deputy Recorder

s/Mildred Simon
Ex-Officio Recorder

AMENDMENTS, 1992

IN WITNESS HEREOF, the undersigned have caused these Amendments to Indentures to be executed this 14th day of February, 1992, with an affirmative vote of not less than three-fourths of the owners of all lots in the subdivision, according to the original Indentures of Trust and Restrictions of Woodridge, recorded in Book 173, Page 215, Warren County, Missouri. The affirmative vote of lot owners according to the Indenture of Trust effecting these amendments was taken by mail-in vote which was concluded on the 1st day of December 1991.

WHEREAS, there has been filed in the Recorder of Deeds Office for Warren County, Missouri, certain documents known as Plats 1, 2, 3 and 4 of Woodridge, the same appearing in Plat Book 3, at Page 62, Plat Book 3, Page 80, Plat Book 3, Page 81, and Plat Book 3, Page 120, and, Plat Book B, Page 72, and,

TRUSTEES OF WOODRIDGE SUBDIVISION:

s/Barbara A. Wilson
Barbara A. Wilson

s/Georgia Allen
Georgia Allen

s/Robert Burns
Robert Burns

STATE OF MISSOURI)
County of Warren) SS

On this 14th day of February, 1992, before me personally appeared Barbara Wilson, Georgia Allen, and Robert Burns, present Trustees of the above WOODRIDGE SUBDIVISION, acting pursuant to the terms and provisions of Trust Indenture of record and amendments hereto of record, if any, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS 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.

s/Suzanne Cosgrove
Suzanne Cosgrove, Notary Public

My Commission expires: June 24, 1995

STATE OF MISSOURI)
County of Warren) SS. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 18th day of February, 1992 at 10 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 549 on Page 254.

Witness my hand and official seal this 1st day of February, 1992

By

s/Ruth A. Shutlmann
Deputy Recorder

s/Carolyn M. Frick
Ex-Officio Recorder

AMENDMENTS, 1993

IN WITNESS HEREOF, the undersigned have caused these Amendments to Indentures to be executed this 31st day of December, 1993, with an affirmative vote of not less than fifty-one percent of the owners of all lots in the subdivision, according to the amended Indentures of Trust and Restrictions of Woodridge, recorded in Book 549, Page 254, Warren County, Missouri. The affirmative vote of lot owners according to the Indenture of Trust effecting these amendments was taken by mail-in vote and at the annual homeowners association meeting on October 24, 1993.

WHEREAS, there has been filed in the Recorder of Deeds Office for Warren County, Missouri, certain documents known as Plats 1, 2, 3, 4, and 5 of Woodridge, the same appearing in Plat Book 3, at Page 62, Plat Book 3, Page 80, Plat Book 3, Page 81, and Plat Book 3, Page 120, and, Plat Book B, Page 72, and,

TRUSTEES OF WOODRIDGE SUBDIVISION:

s/Georgia Allen
Georgia Allen

s/Nancy Cornell
Nancy Cornell

s/Richard Drey
Richard Drey

STATE OF MISSOURI)
County of Warren) SS

On this 1st day of February, 1994, before me personally appeared Georgia Allen, Nancy Cornell, and Richard Drey, present Trustees of the above WOODRIDGE SUBDIVISION, acting pursuant to the terms and provisions of Trust Indenture of record and amendments hereto of record, if any, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS 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.

s/Suzanne Cosgrove
Suzanne Cosgrove, Notary Public

My Commission expires: June 24, 1995

STATE OF MISSOURI)
County of Warren) SS. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 1st day of February, 1994 at 3 o'clock 00 minutes P.M., duly filed in this office for record and the same is truly recorded in the records in this office in Book 639 on Page 163.

Witness my hand and official seal this 1st day of February, 1994

By

s/Ruth A. Struttman
Deputy Recorder

s/Carolyn M. Frick
Ex-Officio Recorder

AMENDMENTS, 1999

IN WITNESS THEREOF, the undersigned have caused these Amendments to Indentures to be executed this 17th day of March, 1999, with an affirmative vote of not less than fifty-one percent of the owners of all lots in the subdivision, according to the amended Indentures of Trust and Restrictions of Woodridge, recorded in Book 939, Page 257, Warren County, Missouri. The affirmative vote of lot owners according to the Indenture of Trust effecting these amendments was taken by mail-in vote and at the annual Homeowners association meeting on 15th day of February, 1999.

WHEREAS, there has been filed in the Recorder of Deeds Office for Warren County, Missouri, certain documents known as Plats 1, 2, 3, 4, and 5 of Woodridge, the same appearing in Plat Book 3, at Page 62, Plat Book 3, Page 80, Plat Book 3, Page 81, and Plat Book 3, Page 120, and, Plat Book B, Page 72, and,

TRUSTEES OF WOODRIDGE SUBDIVISION:

s/Georgia Allen
Georgia Allen

s/Carolyn Eckhoff
Carolyn Eckhoff

s/Donald Lael
Donald Lael

STATE OF MISSOURI)
County of Warren) SS

On this 17th day of March, 1999, before me personally appeared Georgia Allen, Carolyn Eckhoff, and Donald Lael, present Trustees of the above WOODRIDGE SUBDIVISION, acting pursuant to the terms and provisions of Trust Indenture of record and amendments hereto of record, if any, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS 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.

s/Mary L. Brown
Mary L. Brown, Notary Public

My Commission expires: May 19, 2002

STATE OF MISSOURI)
County of Warren) SS. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 17th day of March 1999 at 3 o'clock 30 minutes P.M., duly filed in this office for record: and the same is truly recorded in the records in this office in Book 939 on Page 257.

Witness my hand and official seal this 18th day of February, 1992
By

s/Wanda L. VanHorn
Deputy Recorder

s/Jerri Jordan
Ex-Officio Recorder

SEAL: RECORDED and INDEXED 1793

AMENDMENTS, 2003

IN WITNESS THEREOF, the undersigned have caused these Amendments to Indentures to be executed this 6th Day of December, 2003, with an affirmative vote of not less than fifty-one percent of the owners of all lots in the subdivision, according to the amended Indentures of Trust and Restrictions of Woodridge, recorded in Book 1231, Page 658, Warren County, Missouri. The affirmative vote of lot owners according to the Indenture of Trust effecting these amendments was taken by mail-in vote which was Concluded on July 21, 2003.

WHEREAS, there has been filed in the Recorder of Deeds Office for Warren County, Missouri, certain documents known as Plats 1, 2, 3, 4, and 5 of Woodridge, the same appearing in Plat Book 3, Page 62, Plat Book 3, Page 80, Plat Book 3, Page 81, and Plat Book 3, Page 120, and, Plat Book B, Page 72, and,

TRUSTEES OF WOODRIDGE SUBDIVISION:

s/Bryan Engleman
Bryan Engleman

s/Paul Klasing
Paul Klasing

s/Bernhard Wohletz
Bernhard Wohletz

STATE OF MISSOURI)
County of Warren) SS

On this 6th day of December, 2003, before me personally appeared Bryan Engleman, Paul Klasing, and Bernhard Wohletz, present Trustees of the above WOODRIDGE SUBDIVISION, acting pursuant to the terms and provisions of Trust Indenture of record and amendments hereto of record, if any, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS 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.

s/Carol Luetkemeyer
Carol Luetkemeyer, Notary Public

My Commission expires: August 26, 2006

STATE OF MISSOURI)
County of Warren) SS. In Recorder's Office

Stamp of the recording: 00236, 12 January 2004, 10:00, 10 minutes A.M.
Book 1231, Page 628, Jerri Jordan, Ex-Officio, and Deborah Engeman, Deputy Recorder
Copy of such pasted on the recorded copy.

ACKNOWLEDEMENT (Individual)

State of Missouri

SS

County of Montgomery

On this 19th day of December, 2003, before me, a Notary Public, personally appeared Bryan Engleman, a single person, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Bryan Engleman, further declared himself to be single and unmarried.

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

s/Gloria Hines

Gloria Hines, Notary Public

My Commission expires March 29, 2004

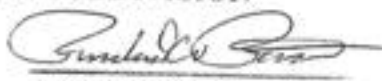
AMENDMENTS, 2016

IN WITNESS THEREOF, the undersigned have caused these Amendments to Indentures to be executed this ____ Day of _____, 2016, with an affirmative vote of not less than fifty-one percent of the owners of eligible lots in the subdivision, according to the amended Indentures of Trust and Restrictions of Woodridge, recorded in Book 1231, Page 685, Warren County, Missouri. Voting was declared complete 31 December 2015.

WHEREAS, there has been filed in the Recorder of Deeds Office for Warren County, Missouri, certain documents known as Plats 1, 2, 3, 4, and 5 of Woodridge, the same appearing in Plat Book 3, Page 62, Plat Book 3, Page 80, Plat Book 3, Page 81, and Plat Book 3, Page 120, and, Plat Book B, Page 72, and,

TRUSTEES OF WOODRIDGE SUBDIVISION:


Paul Klasing

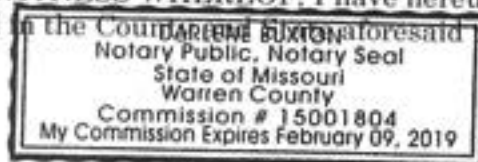

Richard Renth

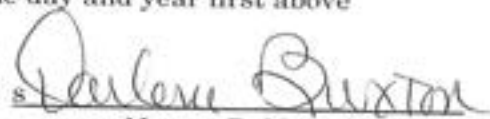

John Koehler

STATE OF MISSOURI)
County of Warren) SS

On this 24 day of February, 2016, before me personally appeared Paul Klasing, Richard Renth, and John Koehler, present Trustees of the above WOODRIDGE SUBDIVISION, acting pursuant to the terms and provisions of Trust Indenture of record and amendments hereto of record, if any, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Warren, Missouri, on the day and year first above written.




Notary Public

My Commission expires: 2-9-2019

STATE OF MISSOURI)
County of Warren) SS. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the ____th Day of _____ 2016 at ____ o'clock ____ minutes ____ M., duly filed in this office for record; and the same is truly recorded in the records in this office in Book ____ on Page ____.

Witness my hand and official seal this ____th day of _____, 2016,
By

s/
Deputy Recorder

s/
Ex-Officio Recorder

SEAL: RECORDED and INDEXED

WOODRIDGE BUILDING PERMIT UNDERSTANDING

The undersigned Owner(s) of Lot _____ Woodridge Lake Subdivision has/have hereby been granted approval to build a

(type of structure, including square footage)

Within the setback plat lines of said lot (which shall not be less than 50 feet from front property line, not less than 25 feet from side property line, no less than 25 feet to the rear property line, or within 50 feet of the lake as stated in the Indentures of Trust and Restrictions of Woodridge, Article V., Paragraph 5.07) by the undersigned Trustees with the following conditions:

1. Enforcement: a) A penalty of not more than \$2000 shall be levied against any owner for failing to abide by all set back and boundary restrictions of the said lot and additionally, the Trustees shall have the right to enforce by law or equity any of the remedies available to the Trustees concerning injunctions, restraining orders, etc., in assuring compliance with this provision.
b) A Fifty dollar \$50 per week penalty may be applied for failure to comply with the nine (9) month project completion as stated in section 5.04.
2. Owner will repair all damage to roads, road shoulders, grader ditches, road right of way and any other common ground created by the owner and/or his/her contractors, water and electric companies, etc., or else same will be done by the Trustees at owner expense, subject to lien.
3. Culverts on common ground must be of proper size and properly placed, subject to removal by the Trustees.
4. Owner(s) will either carry liability insurance, have the contractor carry liability insurance, or will be liable for any damage, injury, death occurring on common ground arising out of or occurring during construction of the above structure.
5. Construction equipment and/or vehicles will not be allowed to park on any Common ground except during daylight hours unless specific permission is Granted in writing by the Trustees.
6. Owner(s) and all contractors will abide by all the restrictions arising out of the Indenture of Trust and Restrictions of Woodridge, as amended. Sewage systems must conform to Missouri Statute No. 701, Title 19 of the regulations relating thereto' and all aspects of compliance with Warren County.
7. Buildings will not be used for commercial purposes. Refer to the Indentures for additional information pertaining to commercial use.
8. Failure to comply with the building permit understandings and the provisions contained therein, and in the event that the Trustees deem it necessary to pursue their legal remedies the owner shall be liable to the Trustees for payment with any and all costs including reasonable attorney's fees incurred by Trustees in pursuing their legal remedies under the agreement.

Signed:

OWNER(S) _____ TRUSTEES: _____

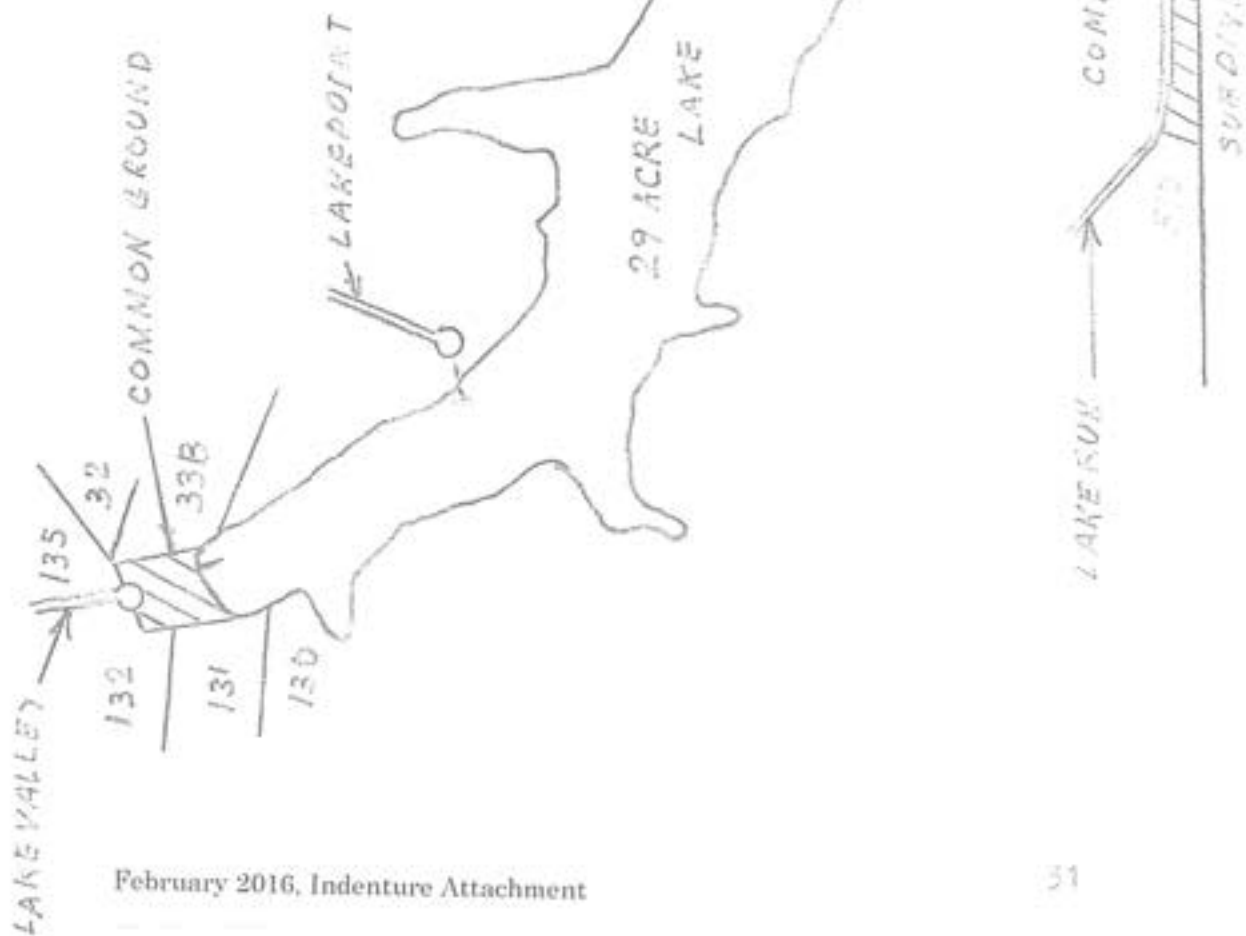
Date: _____

Instructions: Complete two (2) copies. Original for Association, copy to Homeowner (s)

WOODRIDGE WARREN COUNTY, MO.

FEBRUARY 2010





WOODRIDGE LAKE DAM

Surface Area: 29 Acres
 Normal Storage: 5376 Acre-Feet
 Maximum Storage 778 Acre-Feet
 Dam Height: 64 Feet
 Dam Length: 485 Feet
 Permit Issued by:

Missouri Department of Natural Resources
 Water Resources Center
 P.O. Box 250
 Rolla MO 65402 (dnr.mo.gov)

Description: Subdivision Common Grounds:

The 29 acre Woodridge Lake.

The dam.

The dam back side (downstream) between lots 67 and 510 to the south property line.

The south side of Lake Run Dr. from the dam to Lot 510.

The Pavilion Grounds and Structure, including the one half-acre (1/2) plot south to the lake.

The east and west settlement ponds, from the lake north to and including Lakevalley Drive.

The pathway from Lake Point Dr. cul-de-sac to the swimming dock.

The road network including the subdivision entrance monuments and surrounding grounds, entrance culvert, and all subdivision roads.

Description: Subdivision Easements:

A fifteen (15) foot easement bordering the entire lake, based on the normal lake storage level, for the use of residence only and for protection of the lake and dam.

A fifty (50) foot easements for all roads, including fifteen (15) feet on each side which to be used for drainage, public utilities, and contingent accessories .

Description: Lake Access Parking:

Pavilion: Park along Lake Valley cul-de-sac surrounding the pavilion.

Swimming Dock: Park on the Lake Point Drive cul-de-sac.

Dam: Park vehicles and trailers along Lake Run Drive on the south (back) side of the dam.

Launch Ramp: NO parking on the launch ramp. For boat launch and retrieval only.

Note: The Warrenton Fire Protection District has priority use of the Launch Ramp for emergency water retrieval and training purposes.