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**CERTIFIED-FILED FOR RECORD**  
**Barbara J. Hall**  
Recorder of Deeds  
St. Charles County, Missouri  
BY: KAUSERWALD \$27.00

Space above this line reserved for Recorder of Deeds

TITLE OF DOCUMENT:

*Legal:*

Amendment to Indentures Creating Restrictions, Easements and Limitations on Property known as Country Creek Plats 1-6 in the County of Saint Charles, City of Saint Peters, Missouri

DATE OF DOCUMENT:

July 1, 2014

GRANTOR(S):

Trustees of Country Creek Subdivision

GRANTOR(S) MAILING ADDRESS:

c/o Dennis A. Bauer  
2104 Creekpoint Drive  
Saint Peters, MO 63376

GRANTEE(S):

Trustees of Country Creek Subdivision

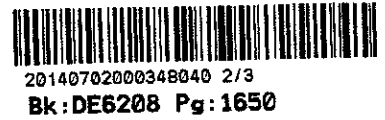
GRANTEE(S) MAILING ADDRESS:

c/o Dennis A. Bauer  
2104 Creekpoint Drive  
Saint Peters, MO 63376

RETURN DOCUMENTS TO:

c/o Dennis A. Bauer  
2104 Creekpoint Drive  
Saint Peters, MO. 63:176

BOOK AND PAGE OF SOURCE OF TITLE: Book 773 Page 224



AMENDMENT TO INDENTURES CREATING RESTRICTIONS,  
COVENANTS, EASMENTS AND LIMITATIONS ON PROPERTY  
KNOWN AS COUNTRY CREEK PLATS 1-6 IN THE  
COUNTY OF ST. CHARLES, CITY OF ST. PETERS, MISSOURI

This Amendment is made and entered this 1st day of July, 2014,  
by and among Shawn Ross, Dennis A. Bauer, and  
Marilyn Gibson TRUSTEES of the COUNTRY CREEK SUBDIVISION, on  
behalf of all the Lot Owners in Country Creek Plat 1-6 pursuant to an  
"Indenture" of Record recorded at Book 773 Page 224 amended by Book 832  
Page 1572, book 832 Page 1574; book 901 Page 665; Book 929 Page 581; and  
book 977 Page 1893.

Whereby according to Article 6, Paragraph 2 "any or all the terms and  
provision of this indenture may be altered, amended or revoked by a written  
agreement signed by not less than two-thirds(2/3) of all record owners of Lots  
in Country Creek Plats 1-6." Whereby, two-thirds (2/3) of the Lot owners in  
Country Creek Plats 1-6 have voted in writing to amend the Indentures of  
Record in Book 773 Page 224 in the office of the Recorder of Deeds, St. Charles  
County, Missouri to that Article "Power of Trustees," Paragraph 12, so that the  
amount of the annual assessment shall be amended from "not to exceed  
Twenty-five Dollars (\$25.00) per lot per year," to read "not to exceed Eighty-five  
dollars (\$85.00) per lot per year,"

To all other respects, the Indenture as previously amended and now  
amended by this document, shall remain in full force and effect and no Lot  
owner shall be permitted to challenge this amendment more than one year after  
the date of recordation of said amendment.



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IN WITNESS WHEREOF as the Trustees of Country Creek Subdivision, we attest to the vote of the Lot owners of Plats 1-6 of Country Creek. We acknowledge said instrument to be the free act and deed on behalf of the Trustees of said subdivision

*[Handwritten signature of Shawn Ross]*

Shawn Ross

*[Handwritten signature of Dennis A Bauer]*

Dennis A Bauer

*[Handwritten signature of Marilyn D Gibson]*

Marilyn D Gibson

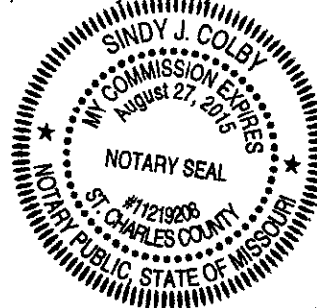
STATE OF MISSOURI )  
 )ss  
COUNTY OF ST. CHARLES )

On this 1st day of July, 2014, before me personally appeared Shawn Ross, Dennis A Bauer, and Marilyn Gibson, who, being by me duly sworn, did say that they are the Trustees of Country Creek Subdivision and that they executed the foregoing instrument and acknowledged that they executed the same as their free act and deed in said capacity.

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

My term expires: 8-27-15

*[Handwritten signature of Notary Public]*



INDENTURE CREATING RESTRICTIONS, COVENANTS, EASEMENTS,  
AND LIMITATIONS ON PROPERTY KNOWN AS COUNTRY CREEK  
PLAT ONE IN THE COUNTY OF ST. CHARLES, MISSOURI

BOOK 773 PAGE 224

THIS INDENTURE, made and entered into this 22<sup>nd</sup> day of August, 1977, by and between R. G. McKELVEY BUILDING CO., a Missouri corporation, of the County of St. Charles, State of Missouri, Party of the First Part, hereinafter referred to as "OWNER", and R. G. McKELVEY and MARGARET McKELVEY, of the County of St. Louis, State of Missouri, and EDITH SUE NILGES, of the County of St. Charles, State of Missouri, Parties of the Second Part, hereinafter referred to as "TRUSTEES".:

W I T N E S S E T H, THAT:

WHEREAS, Party of the First Part is the Owner of a tract of land located in the County of St. Charles, State of Missouri, described as follows:

Country Creek Plat One, according to plat thereof recorded in Plat Book 20 page 22 of the St. Charles County records, and

WHEREAS, there have been designated and delineated on said Country Creek Plat One various easements, for the building, construction, maintenance and operation of sewers, poles, wires, water pipes, telephone and electric lines, storm water and other facilities and public utilities for the development of said Country Creek Plat One, subject to the applicable laws of the City of St. Peters, Missouri, and

WHEREAS, certain streets designated on said Country Creek Plat One as Country Creek Drive, Oakshire Court, Greenfield Drive, Raintree Drive, Pinehurst Court, have, by the filing of the plat of Country Creek Plat One recorded in Plat Book 20 page 22 of the records of the St. Charles County recorder's office, been dedicated to the City of St. Peters, for public use forever, and

WHEREAS, it is the purpose of OWNER and of the TRUSTEES that Country Creek Plat One shall and remain a first class single family residential area and

WHEREAS, it is the intention of OWNER that the aforesaid easements for sewers, poles, wires, water pipes, telephone and electric lines, storm water drainage and all other facilities and public utilities designated on said Country Creek Plat One shall be for the exclusive use and benefit of OWNER, its grantees and assigns, and the subsequent owners of lots in Country Creek Plat One, and it is further the intention of OWNER, that the reservations, limitations, conditions, easements, and covenants, hereinafter contained, any and all of which are sometimes hereinafter referred to as "restrictions" shall be jointly and severally for the benefit of OWNER, its grantees and assigns and successors in interest and all persons who may purchase, hold or own from time to time any of the several lots designated by number as such on the aforesaid plat or on any subsequent plat filed with respect to Country Creek Plat One.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants, hereinafter contained and the sum of One Dollar (\$1.00) paid to OWNER by the PARTIES OF THE SECOND PART, as Trustees, the receipt of which is hereby acknowledged, OWNER hereby grants, bargains, sells, conveys and confirms unto the said Parties of the Second Part, as Trustees, and their successors the easements, for sewers, poles, wires, water pipes, telephone and electric lines, storm water drainage and all other facilities and public utilities over, along, upon, under and across the strip and parcels of land designated and delineated on the aforesaid plat of Country Creek Plat One recorded in Plat Book 20 page 22 of the St. Charles County records.

TO HAVE AND TO HOLD the same to the said TRUSTEES and their successors in trust for the benefit of OWNER and the present and future owners of each and all of the lots in Country Creek Plat One, each and all of said lots in said Country Creek Plat One remaining subject to the burdens and entitled to the benefits of said easements and restrictions herein created and subject to the rights, powers and duties of the TRUSTEES as hereinafter set forth.

RESERVATIONS

1. OWNER hereby reserves the right to receive and retain any monies which may be refunded or allowed on account of any sums previously expended or subsequently provided by OWNER for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, engineering fees and consultation fees with respect to Country Creek Plat One or any land which may in the future be made subject to this indenture.

2. OWNER hereby reserves the right and privilege, while grading and improving said Country Creek Plat One or any adjoining land, to enter upon any and all lots located in Country Creek Plat One for the purpose of grading and improving said lots and OWNER reserves the exclusive right, in its discretion, to determine the extent of such grading and the extent to which it is necessary that trees and shrubbery be removed from any said lots in Country Creek Plat One, and all of such grading and removal of trees and shrubbery may be accomplished by OWNER without any liability on the part of OWNER to any person whomsoever.

3. OWNER reserves the right from time to time and any time before it has conveyed all of the land then subject to this Indenture, to render other land also subject to and subservient to this Indenture in all respects if such land is contiguous, adjoining or adjacent to land or some point thereof which is then subject to this Indenture, by executing and delivering to the TRUSTEES and recording a supplement to this Indenture stating:

(a) A description of the land to be added to that subject and subservient to this Indenture:

(b) A statement that OWNER is the owner in fee simple of such land, or, in lieu thereof, all other persons, firms or corporations having an interest in such land to be added, may join in such supplement:

(c) A statement of any additional restrictions or burdens to which the land to be added shall be subjected, if any, and a statement of any restrictions, burdens or provisions of this Indenture which shall in whole or in part not be applicable in modified form, if any.

Following the execution, delivery and recording of such supplement, but subject to its terms, such land to be added and the then or future lot owners thereof shall in all respects be fully subject to this Indenture and all rights, privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions, including, but not limited to, the right to serve as and elect the TRUSTEES and to the duty of payment of assessments as though said land had originally been included in and subject to this Indenture, without exception or qualification of any kind or description.

APPOINTMENT, TERMS, SUCCESSION AND ELECTION OF TRUSTEES

1. The original TRUSTEES appointed herein shall serve for the following terms and until their successors are elected and qualify:

Edith Sue Nilges until August 1, 1983

Margaret McKelvey until August 1, 1984

R. G. McKelvey until August 1, 1985

provided, however, that each and all of the aforesaid original TRUSTEES shall be subject to removal by OWNER with or without cause, and OWNER shall have the exclusive right to designate the successor to such removed original TRUSTEE for his unexpired term of service.

2. In the event of the death, resignation, inability or refusal to act of any of the original TRUSTEES, prior to the expiration of his term, then in such event OWNER shall have the exclusive right to designate the successor to such original TRUSTEE for his unexpired term of service. No successor TRUSTEE appointed by OWNER as hereinabove provided need be a property owner in Country Creek Plat One.

3. On the first Monday of August, 1983, and each year thereafter, the TRUSTEES shall call an annual meeting of the lot owners of Country Creek Plat One for the purpose of electing a successor TRUSTEE, who must be a lot owner in Country Creek Plat One, and for the purpose of transacting such other business as may come before the meeting. Notice setting forth the time, place and purposes of such meeting of lot owners shall be given by mail to each lot owner at such lot owners last known address at least ten (10) days prior to the date of such meeting. As used herein the words "lot owner" shall mean the owner of a lot designated by number as such on the recorded plat of Country Creek Plat One. At each such annual meeting of lot owners of Country Creek Plat One, each owner shall be entitled to one vote for each full lot owned by him and such vote may be cast in person or by proxy with respect to the election of a successor TRUSTEE, the person receiving the majority of votes cast shall be deemed elected and shall, upon his acceptance, be deemed a TRUSTEE with all of the rights, privileges, duties and powers herein granted to the original TRUSTEES by this Indenture. Any lot owner who has failed to pay any assessments due and payable by reason of proper action of the TRUSTEES as hereinafter provided shall not be entitled to vote at such annual meeting of lot owners.

4. In the event of the death, resignation, refusal or inability to act of any TRUSTEE other than an original TRUSTEE, or in the event that any TRUSTEE other than an original TRUSTEE or his successor appointed by OWNER, shall cease to be a lot owner in Country Creek Plat One, the remaining TRUSTEES shall select a successor to serve for the unexpired term of such TRUSTEE who has died, resigned, refused or been unable to act, or who has ceased to be a lot owner in Country Creek Plat One.

5. Each TRUSTEE elected at the annual meeting of lot owners of Country Creek Plat One shall serve for a term of three (3) years and until his successor is elected and qualifies.

6. At any meeting of the TRUSTEES, a majority of such TRUSTEES shall constitute a quorum and such majority of said TRUSTEES shall be competent to act for all of said TRUSTEES and to exercise all of the powers conferred and perform all of the duties imposed upon them by this Indenture.

7. In addition to the annual meeting of lot owners of Country Creek Plat One hereinbefore provided for, said lot owners may hold special meeting from time to time for the purpose of considering any matters of general interest to said lot owners, and for the purpose of advising the

TRUSTEES as to the wishes and desires of the lot owners respecting such matters of general interest. Such special meetings of lot owners may be called at the request of any five (5) lot owners in Country Creek Plat One and in the event of such request the TRUSTEES shall give notice of such special meeting of lot owners in the same manner as herein provided for the annual meeting of lot owners. Any action taken by the lot owners at a special meeting shall be deemed to be advisory only and shall not be binding upon the TRUSTEES.

POWERS OF TRUSTEES

OWNER does hereby vest the TRUSTEES with all of the rights, powers and authorities hereinbefore set out in this Indenture and with the following rights, powers and authorities with respect to all of the land which is now or which may in the future be made subject to this Indenture.

1. To exercise such control over the easements designated on any plat of Country Creek Plat One which now or in the future are to be dedicated to public bodies or agencies or public utilities or others furnishing common services to occupants of the land subject hereto, as it is necessary to maintain, supervise and insure the proper use of said easements, by the necessary public utilities, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, facilities and public utilities for service to the lots shown on any said plat of Country Creek Plat One including sewers, pipes, poles, wires, conduits and other agencies for the transmission of utilities or services to said lots.
2. To exercise complete control over the Common Ground designated on any plat of Country Creek Plat One including the maintenance and improvement and the regulation of use of such common ground.
3. To dedicate, transfer, and convey any aforesaid common ground or easement, or any portion or portions thereof to any proper public or private authority or agency conditional upon the acceptance of such dedication by such proper public or private authority or agency; provided, however, the decision to make such dedication shall require the unanimous vote of the TRUSTEES: and provided further that the agreement between OWNER and the City of St. Peters, Missouri, relating to foul water sewers shall be binding upon the TRUSTEES and all present and subsequent lots and lot owners in Country Creek Plat One.
4. To abandon any aforesaid easement, or any portion or portions thereof, by executing and recording an appropriate instrument in the office of the Recorder of Deeds of St. Charles County, Missouri; provided, however, the decision to abandon any such easement or portion thereof shall be made only upon the unanimous vote of the TRUSTEES.
5. To grant additional easements not exceeding ten (10) feet in width along any lot line whenever the TRUSTEES deem the same to be necessary for public utility purposes; provided, however, the decision to grant such additional easements shall be made only upon the unanimous vote of the TRUSTEES.
6. To consider, approve or reject any and all plans and specifications for any and all buildings or structures, fences, detached buildings or outbuildings proposed for erection on said lots in Country Creek Plat One, proposed additions to such buildings or alterations, in the external appearance of buildings already constructed.
7. To prevent in the names of the TRUSTEES any infringement and to compel the performance of any restrictions set out in this Indenture or established by law. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed on his own behalf, and the power and authority herein granted to the TRUSTEES is intended to be discretionary and not mandatory.

8. To employ such agents, servants and employees as the TRUSTEES may deem necessary or advisable in the discharge of their duties imposed upon them by the provisions of this indenture.

9. To cut, remove and carry away any weeds, unsightly grasses and other growths upon any vacant lots in Country Creek Plat One and to dispose of any rubbish filth or debris which has accumulated on any vacant lot in Country Creek Plat One and to collect the cost of such cutting, removal and disposal from the individual lot owner upon whose premises such expense incurred, by special assessment against such lot in the same manner as it is hereinafter provided for the collection of the annual assessment.

10. To enter into, on behalf of such of the lot owners of Country Creek Plat One as shall consent thereto and agree to pay their proportionate share of the cost thereof, contracts with persons, firms, corporations or governmental agencies and authorities to distribute, render and provide any one or more of the following services which is not adequately furnished by a governmental agency.

- (a) Trash, leaf and garbage hauling and disposal;
- (b) Snow and ice removal;
- (c) Tree and shrubbery spraying and trimming;
- (d) Police and fire protection;
- (e) School transportation;
- (f) Water service;
- (g) Gas service;
- (h) Electric service;
- (i) Any other service deemed desirable or necessary by the TRUSTEES in order to promote the health, safety and welfare of the lot owners of Country Creek Plat One,

provided, however, that it is the intention of the foregoing paragraph that none of the services described therein shall be rendered and no charge made to any individual lot owner for such services without the prior consent of such lot owner in Country Creek Plat One.

11. To prohibit, prior to the acceptance of the dedication of all of the streets and roadways designated as such on any plat of Country Creek Plat One, any obstruction of any of said streets or roadways and any heavy hauling over, upon or along said streets or roadways.

12. To collect from each owner of each lot in Country Creek Plat One an annual assessment, not to exceed Twenty-five Dollars (\$25.00) per lot per year, which said assessment may be used and applied by the TRUSTEES for the construction and maintenance of storm water sewers and for such other purposes as the TRUSTEES, in their discretion, may deem necessary or advisable to promote the health, welfare and safety of the lot owners of Country Creek Plat One and to provide for the beautification of Country Creek Plat One. Furthermore, the TRUSTEES may make such additional assessments as shall be approved in writing by the owners of three-fourths (3/4) of the lots in Country Creek Plat One.

#### IV

##### COLLECTION OF ASSESSMENTS

1. The procedures hereinafter described in this article IV of this indenture shall be applicable to all assessments, either general or special made by the TRUSTEES for the purposes herein enumerated, except that said procedures shall not be applicable to any contract charges described in paragraph 9 of article III of this Indenture.

2. Notice of all assessments may be given by mail addressed to the last known address of each lot owner in Country Creek Plat One, and deposited in the United States Mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself.



3. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of eight per cent (8%) per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the resolution levying an assessment, and its entry in their minutes, the TRUSTEES may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause the same to be recorded in the Recorders Office of the County of St. Charles, Missouri, and the TRUSTEES may, upon payment, cancel or release any one or more lots from the liability of the assessment by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the TRUSTEES shall cause to be noted from time to time in the minutes of their proceedings the payments made on account of assessments.

4. All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri now existing, or which may hereafter exist, are hereby referred to and made a part of this instrument and incorporated herein.

5. Except as otherwise provided, no assessments, shall be made except upon resolution duly adopted by a majority of the TRUSTEES at a meeting of the TRUSTEES which resolution shall be incorporated into and made a part of the minutes of said meeting.

6. The lien or liens for assessment hereunder shall be subordinate and junior to any first mortgage or deed of trust of record if insured by the Federal Housing Administration, the Veterans Administration or any other agency of the United States or State of Missouri, and to any other bonafide first mortgage or deed of trust if given for a valid consideration and not placed of record for the purpose of defeating creditors or of evading the assessments, provided for herein; provided however, that the terms and provisions shall be and remain fully applicable to all of the land subject hereto after foreclosure of any deed of trust or mortgage, and all lot owners subsequent to such foreclosure shall be fully subject to any assessments provided for herein and made subsequently to such foreclosure.

V

RESTRICTIONS

OWNER hereby covenants with the TRUSTEES, and their successors, and all persons who may hereafter become lot owners in Country Creek Plat One, their grantees, lessees, assignees, heirs and devisees that the following general restrictions shall apply to each and all of the lots in Country Creek Plat One and to each owner or owners of such lots, their grantees, lessees, assignees, heirs and devisees.

1. No building shall be erected on any lot in Country Creek Plat One except as a single family residence. No building shall be occupied by more than one family. Not more than one main building shall be erected on each lot. All detached garages and other out buildings are expressly prohibited unless the same be approved in writing by the TRUSTEES.

2. No building shall be erected in Country Creek Plat One which contains less than One Thousand (1,000) square feet of living space on the first floor of said building, excluding garages, porches and breezeways, in the case of single story ranch style buildings or split level buildings, said measurement to be made from the outside walls provided, however, in the case of a split level building the words "first floor" shall be deemed to include all of the said living space which is above garage. In the case of two story buildings, the first floor shall contain not less than Eight Hundred (800) square feet of living space.

3. No building shall be erected on any lot in Country Creek Plat One which has a flat or false roof, unless the same be approved in writing by the TRUSTEES.

4. No person shall be permitted to live on any lot in Country Creek Plat One in a garage, outbuilding, trailer, temporary building or tent or other structure not designated as permanent or stationary. A residence conforming to all of the conditions set forth in this indenture shall have been erected and completed prior to any occupancy thereof.

5. No building shall be erected, reconstructed or altered on any lot in Country Creek Plat One unless the plans and specifications thereof shall have first been submitted to the TRUSTEES for their approval and shall have been approved by them in writing. No fence of any kind shall be erected on any lot in Country Creek Plat One unless plans and specifications therefor shall be first submitted to the TRUSTEES for their approval and shall have been approved by them in writing. Unless good cause exists to the contrary, the TRUSTEES may approve fences located behind the front building line which are less than four (4) feet in height and are at least 50% open, and the TRUSTEES may further approve, unless good cause to the contrary exists, privacy fences which are less than six (6) feet in height and not more than forty-five (45) feet in length. The TRUSTEES shall have the right to refuse to approve any plans and specifications for buildings or alterations of buildings which in their opinion are unsuitable or undesirable, taking into consideration the type of material, the harmony of the structure or structures with the surroundings and the effect of the building or other structure or alteration, as planned, upon the adjacent or neighboring property, and any other factors involved which in their judgment, may have an injurious effect upon the desirability of Country Creek Plat One as a first class residential community. In the event that the TRUSTEES shall fail to either approve or reject plans and specifications submitted to them within fifteen (15) days after receipt thereof, said plans and specifications shall be deemed to be approved by the TRUSTEES.

6. No building or lot in Country Creek Plat One shall be used for any purpose prohibited by law or ordinance.

7. No grade of any lot in Country Creek Plat One shall be raised or lowered more than two (2) feet from the existing grade without the written consent of the TRUSTEES.

8. No fractional part of any lot designated by number of such on any plat of Country Creek Plat One shall be sold, leased, assigned or subleased without the written consent of the TRUSTEES.

9. With respect to any corner lot located at the intersection of any two streets of Country Creek Plat One, there shall be permitted no shrubbery, trees, flowers, vegetation or structures greater than two (2) feet in height within the triangular area bounded by the property lines on each street and line connecting said property lines thirty (30) feet from the intersection thereof or in a case which the intersection is rounded, thirty (30) feet from the point where a straight projection of property lines would intersect; provided, however, that tree branches or limbs may overhang such area so long as they do not extend lower than seven (7) feet from the ground. The TRUSTEES may, in their discretion, waive this restriction, but the TRUSTEES shall nevertheless have the absolute right to enter upon any lot in Country Creek Plat One for the purpose of removing or trimming any shrubbery, trees, vegetation or other structures which shall constitute a violation of this restriction.

10. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots in Country Creek Plat One provided, however, that one advertising sign not exceeding five (5) feet square in size shall be permitted for the exclusive purpose of advertising for sale or lease the lot on which it is erected and maintained.

11. No pigeons, birds, fish, poultry, cattle, hogs, rabbits, horses or other animals (excepting dogs, cats, fish and birds kept permanently within the main residence or building on each lot) may be kept in or on any lots in Country Creek Plat One unless written permission is granted by the TRUSTEES, which said permission shall be revocable at any time in the discretion of the TRUSTEES.

12. No residence, accessory building or any portion of any lot in Country Creek Plat One shall be used as a boarding house, nursing home, business or professional office, rooming house or clubhouse, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial, professional business or commercial activity what so ever.

13. No noxious or offensive activity shall be carried on at any time on any lot or in any building thereon. Nothing shall be done or be permitted to be done which may or shall become an annoyance or nuisance, in the judgment of the TRUSTEES, to other lot owners or any of them or diminish the enjoyment by any lot owner of his lot. No lot, whether improved or vacant, shall be permitted to become over grown with weeds or other vegetation to such an extent that, in the judgement of the TRUSTEES, such lot shall materially detract from the beauty and harmony of the property subject to this indenture. No lot owner shall cause or permit an accumulation of refuse of any character on any lot, whether improved or vacant, for the storage or parking of derelict automobiles or derelict vehicles of any kind or of any parts thereof. In addition to any other remedies available to them hereunder, the TRUSTEES may, through their agents or representatives, and after reasonable notice to the lot owner, enter upon such lot, whether improved or vacant, to cut down and remove such weeds and vegetation or to remove such refuse, derelict automobiles or vehicles or parts thereof. The cost of such cutting and/or removal shall be collected from the individual lot owner upon whose premises such expense was incurred, by special assessment against such lot in the manner provided in Article IV for the collection of assessments.

## VI

### DURATION AND AMENDMENT

1. All of the rights, privileges and powers granted herein to the TRUSTEES by this indenture, all of the duties herein imposed upon said TRUSTEES by this indenture, and all of the covenants, restrictions, conditions, limitations, and easements imposed, expressed and created by this indenture shall remain in full force and effect for a period of thirty (30) years from the date hereof, and shall as then in force, be continued automatically, without further notice for successive periods of five (5) years each unless, within three (3) months prior to the expiration of any of said five (5) year periods, notice is given to the TRUSTEES by an instrument in writing duly executed by the owners of one-half (1/2) of the lots of Country Creek Plat One of their intention to revoke and terminate this indenture, in which event the TRUSTEES shall forthwith execute and file an instrument in recordable form reflecting the action of said lot owners and further reflecting that this indenture has been revoked and terminated by the aforesaid action of the lot owners in Country Creek Plat One, and such instrument shall be effective when filed for record in the office of the Recorder of Deeds of St. Charles County, Missouri.

2. Any or all of the terms and provisions of this indenture may be altered, amended or revoked by a written agreement signed by not less than the record owners of two-thirds (2/3) of all of the lots in Country Creek Plat One, and such written and executed alterations, amendment or revocation shall become a part of the provisions and restrictions of this indenture whenever the same is filed in the office of the Recorder of Deeds of St. Charles County, Missouri.

2. Any or all of the terms and provisions of this indenture may be altered, amended or revoked by a written agreement signed by not less than the record owners of two-thirds (2/3) of all of the lots in Country Creek Plat One, and such written and executed alterations, amendment or revocation shall become a part of the provisions and restrictions of this indenture whenever the same is filed in the office of the Recorder of Deeds of St. Charles County, Missouri.

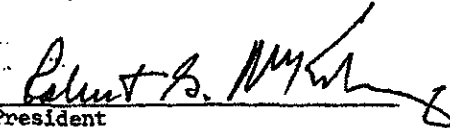
VII

GENERAL PROVISIONS


1. The restrictions, covenants, limitations and conditions herein imposed and expressed shall be construed independently, and in the event that any of them should be declared void or for any reason unenforceable, the validity and binding effect of the other restrictions shall not be thereby impaired or affected.
2. The waiver or failure to enforce any breach of any restrictions by the TRUSTEES or by the lot owner shall not be taken as a waiver of any subsequent breach of any restriction.
3. The TRUSTEES are hereby empowered to create reasonable rules in furtherance of the purposes of these restrictions.
4. The foregoing covenants, restrictions, easements and conditions shall be valid and binding upon each lot and lot owners in Country Creek Plat One and shall be annexed to and continue to be annexed to each of said lots in Country Creek Plat One as appurtenances thereto: and each of said lots shall remain subject to the burdens and entitled to the benefits involved in said covenants, restrictions, easements and conditions, except as herein otherwise provided; provided, however, the aforesaid covenants, restrictions, easements, and conditions shall not be enforceable personally against OWNER or its successors or assigns, unless OWNER, while owning or occupying or controlling one or more lots in Country Creek Plat One shall have violated or failed to perform one or more covenants, restrictions, or conditions respecting such lot or lots of which it is the owner.
5. Should the TRUSTEES or any of them at any time be sued for damages for personal injuries or death sustained by any person or for damages to property sustained by any person (or corporation) or should the TRUSTEES or any of them be sued as a TRUSTEE in consequence of any thing done or neglected to be done by any such TRUSTEE, or by any other person, firm, association, or corporation acting on behalf of the TRUSTEES or TRUSTEE, then, in any such event the TRUSTEE or TRUSTEES so involved are authorized to employ counsel to defend any such suit or action or to make settlement to such claim or claims before or after suit, and the expense thereof, including any amounts paid in settlement or paid in satisfaction of any judgment, and the court costs and attorneys fees and other expenses shall be assessed by the TRUSTEES pro rata against all lots in Country Creek Plat One in the same manner as other assessments, herein provided for and payment thereof shall be enforced as herein provided; provided, however, that no TRUSTEE shall be entitled to receive reimbursement for expenses and indemnity as hereinbefore provided for if such TRUSTEE has been guilty of gross negligence or willful misconduct in his capacity as TRUSTEE.
6. As herein used the word "TRUSTEE" shall include successor TRUSTEE, both singular and plural and the word "his" shall include the feminine gender.

IN WITNESS WHEREOF, the aforesaid OWNER has caused this indenture to be executed by its PRESIDENT and attested by its Secretary and its corporate seal to be hereto affixed, and the aforesaid EDITH SUE NILGES, MARGARET McKELVEY and R. G. McKELVEY, TRUSTEES, have hereunto subscribed their names as TRUSTEES and accepted their trust this 22<sup>nd</sup> day of August, 1977.

R. G. McKELVEY BUILDING CO.

  
President

ATTEST:

  
Secretary

Edith Sue Nilges  
Edith Sue Nilges

Margaret McKelvey  
Margaret McKelvey

R. G. McKelvey  
R. G. McKelvey

Trustees-Party of the Second Part

STATE OF MISSOURI )  
COUNTY OF ST. CHARLES }<sup>ss.</sup>

On this 22nd day of August 1977 before me personally appeared R. G. McKelvey, who, being by me duly sworn, did say that he is the President of R. f. McKelvey Building Co., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said R. G. McKelvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires: May 24, 1981

Betty Bealler  
Notary Public Betty Bealler

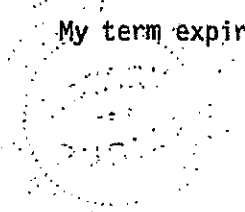
STATE OF MISSOURI )  
COUNTY OF ST. CHARLES }<sup>ss:</sup>

On this 22nd day of August 1977, before me personally appeared Edith Sue Nilges Margaret McKelvey and R. G. McKelvey 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 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 term expires May 24, 1981

Betty Bealler  
Notary Public Betty Bealler



13939

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

AUG 22 1977

BY *Robert A. Ferguson* 2:21  
BY *Gene M. ...* P.M.  
RECORDED OF DEEDS  
DEPUTY

*Gene M. ...*

END OF DOCUMENT

Addition of Land to the Indenture Creating Restrictions, Covenants, Easements, and Limitations on property known as Country Creek Plat One, in the County of St. Charles, Missouri.

WHEREAS, the undersigned R. G. McKelvey Building Co., is the Owner of land located in the County of St. Charles, State of Missouri, described as follows:

Country Creek Plat Six, a Subdivision in St. Charles County, Missouri, as per plat thereof recorded in Plat Book 23 page 52 of the St. Charles County records.

and

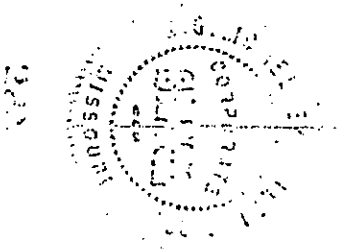
WHEREAS, said R. G. McKELVEY BUILDING CO., is desirous of adding additional land to the Indenture recorded in Book 773, page 224 of the St. Charles County records.

NOW, THEREFORE, the undersigned Owner, R. G. McKELVEY BUILDING CO., hereby conveys and subjects the above described real property to the Indenture as set forth in Book 773 page 224 of the St. Charles County records and recorded on August 22, 1977. All pursuant to the provisions of Paragraph 3 under "RESERVATIONS" on page 2 of the Indenture.

IN WITNESS WHEREOF, the Undersigned has caused this Instrument to be executed this 6th day of Jan. 1984.

R. G. McKELVEY BUILDING CO.

*[Signature]*  
President, R. G. McKelvey



State of Missouri )  
County of St. Charles ) ss:

On this 6th day of Jan 1984, before me appeared R. G. McKelvey, to me personally known, who, being by me duly sworn, did say that he is the President of R. G. McKelvey Building Co., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directros; and said R. G. McKelvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires December 21, 1985 *[Signature]*  
Edith Sue Nilges, Notary Public



587  
STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD  
1984 JAN -9 PH 3: 23

*[Signature]*  
RECORDS OF DEEDS

Addition of Land to the Indenture Creating Restrictions, Covenants, Easements, and Limitations on Property Known as Country Creek Plat One, in the County of St. Charles, Missouri,

WHEREAS, the undersigned R. G. McKELVEY BUILDING CO. is the Owner of land located in the County of St. Charles, State of Missouri and described as follows:

Country Creek Plat Three, a Subdivision in St. Charles County, Missouri, as per plat thereof recorded in Plat Book 20 page 131 of the St. Charles County records.

and

WHEREAS, said R. G. McKELVEY BUILDING CO. is desirous of adding additional land to the Indenture recorded in Book 773 page 224 of the St. Charles County records.

NOW, THEREFORE, the undersigned Owner, R. G. McKELVEY BUILDING CO. hereby conveys and subjects the above described real property to the Indenture as set forth in Book 773 page 224 of the St. Charles County records and recorded on August 22, 1977. All pursuant to the provisions of Paragraph 3 under "RESERVATIONS" on page 2 of the Indenture.

IN WITNESS WHEREOF, the Undersigned has caused this Instrument to be executed this 15th day of March 1979.

R. G. McKELVEY BUILDING CO. ✓

*R. G. McKelvey*  
\_\_\_\_\_  
President R. G. McKelvey

State of Missouri }  
County of St. Charles } ss:

On this 15th day of March 1979, before me appeared R. G. McKelvey, to me personally known, who, being by me duly sworn, did say that he is the President of R. G. McKelvey Building Co., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said R. G. McKelvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires December 21, 1981

*Edith Sue Nilges*  
\_\_\_\_\_  
Edith Sue Nilges, Notary Public

4265

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD  
1979 MAR 19 PM 2: 15

*Bill A. Tappan*  
\_\_\_\_\_  
RECORDER OF DEEDS

END OF DOCUMENT



4265

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

MAR 10 1979

By *William A. [Signature]*

Time \_\_\_\_\_

Addition of Land to the Indenture Creating Restrictions, Covenants, Easements, and Limitations on property Known as Country Creek Plat One; in the County of St. Charles, Missouri.

WHEREAS, the undersigned R. G. McKelvey Building Co., is the Owner of land located in the County of St. Charles, State of Missouri and described as follows:

Country Creek Plat Four, a Subdivision in St. Charles County, Missouri, as per plat thereof recorded in Plat Book 12 page 13 of the St. Charles County records.

and

WHEREAS, said R. G. McKELVEY BUILDING CO., is desirous of adding additional land to the Indenture recorded in Book 773 page 224 of the St. Charles County records.

NOW, THEREFORE, the undersigned Owner, R. G. McKELVEY BUILDING CO. hereby conveys and subjects the above described real property to the Indenture as set forth in Book 773 page 224 of the St. Charles County records and recorded on August 22, 1977. All pursuant to the provisions of Paragraph 3 under "RESERVATIONS" on page 2 of the Indenture.

IN WITNESS WHEREOF, the Undersigned has caused this Instrument to be executed this 15th day of July 1979.

R. G. McKELVEY BUILDING CO. ✓

*[Signature]*  
\_\_\_\_\_  
President, R. G. McKelvey

*[Circular Seal: R. G. McKelvey Building Co., State of Missouri]*  
State of Missouri }  
County of St. Charles } ss:

On this 15th day of July 1979, before me appeared R. G. McKelvey, to me personally known, who, being by me duly sworn, did say that he is the President of R. G. McKelvey Building Co., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said R. G. McKelvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires December 21, 1981

*[Signature: Edith Sue Nilges]*  
\_\_\_\_\_  
Edith Sue Nilges, Notary Public

*[Circular Seal: Edith Sue Nilges, Notary Public, State of Missouri]*

8524

STATE OF MISSOURI  
COUNTY OF ST. CHARLES  
FILED FOR RECORD

1981 JUN 17 AM 9:50

*[Signature: W. A. Trestoff]*  
\_\_\_\_\_  
RECORDER OF DEEDS

8524

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

JUN 17 1981

BY *David A. [Signature]*  
JIM