

Kenrick Manor Subdivision Trustees

5410 Somerworth Ln
7800 Robin Meadow Ct
7835 Cardinal Ridge Ct
St. Louis, MO 63119
Trustees@KenrickManor.com

November 3, 2023

To the Residents of Kenrick Manor Subdivision,

The Trustees would like to bring to your attention that two residents have completed petitions to amend the Restrictive Agreement. The first petition would allow the construction of sheds. The second petition would dispose of the necessity of having a pool security fence if the property has a perimeter fence.

Please find enclosed the following documents:

1. Section 10 (“Structures”) of the current Restrictive Agreement
2. Proposed changes to Section 10
3. Section 12 (“Swimming Pools”) of the current Restrictive Agreement
4. Proposed changes to Section 12
5. Paperwork to vote by proxy

There will be a special meeting to vote on the proposed change on **Monday, November 13, 2023, at 7:00 pm** at the Shrewsbury City Center.

For those unable to attend the meeting, voting can be by the enclosed proxy. If homeowners are voting by proxy, the proxy must be signed by **ALL** homeowners for that property. Proxy votes must be returned to 7800 Robin Meadow Court by November 12, 2023. Proxy votes can be submitted in person or by mail.

Sincerely,

Thomas Duda, Trustee
Jason Dunkel, Trustee
Benjamin Stark, Trustee

Restrictive Agreement Section 10, as it is currently stated:

10. STRUCTURES. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. No detached, enclosed structure or shed designed primarily for storage purposes shall be erected or maintained on any lot.

Proposed changes to Restrictive Agreement Section 10:

- Proposed additions are displayed in *italicized and underscored text*.
- Proposed deletions are displayed in ~~**stricken through and underscored bolded text**~~.

10. STRUCTURES. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. ~~**No detached, enclosed structure or shed designed primarily for storage purposes shall be erected or maintained on any lot.**~~ *A detached, enclosed structure, accessory building, or shed (hereinafter referred to as "shed") designed primarily for storage purposes may be erected and maintained on any lot under the following requirements:*

- (a) No more than one shed shall be constructed on any lot.*
- (b) The shed must be located entirely behind the building set back line shown on the recorded plats.*
- (c) The shed may not be located within three feet of the side property line, five feet of the rear property line, or ten feet of the main building on the same lot or adjoining lot.*
- (d) No shed may be used for dwelling purposes nor contain a bathroom. Any utilities to the shed must be underground.*
- (e) The shed shall not exceed ten feet in height or 100 square feet in area.*
- (f) The shed shall be constructed of wood. Metal or plastic construction is not permitted.*
- (g) The shed may be painted. Bright colors or colors not in harmony with the surrounding homes as determined by the Trustees shall not be permitted.*
- (h) No shed shall be used for motor vehicle (including golf cart) storage. For purposes of the section, lawn mowers are not motor vehicles.*
- (i) It shall be the responsibility of the homeowner to fully maintain the shed in a neat, clean, and safe condition at all times. Homeowners will be required to remove any shed that is deteriorated, falls into disrepair, or is not structurally sound.*

The homeowner must comply with Section 2 of this Restrictive Agreement, including submitting construction plans to the Trustees prior to constructing or installing the shed. All sheds must comply with Shrewsbury municipal ordinances and all municipal and county permit requirements.

Restrictive Agreement Section 12, as it is currently stated:

12. SWIMMING POOLS.

(a) No above ground swimming pool shall be constructed or maintained on any lot; provided, however, wading pools for children with a capacity of seventy-five (75) gallons of water or less may be located on any lot in the SUBDIVISION as long as such wading pool is not permanently attached to the ground or permanently set in any type of foundation.

(b) No in-ground swimming pool or in-ground hot tub shall be constructed or maintained on any lot unless of a design approved in writing by a majority of the Trustees. In addition to any lot perimeter fence, a security fence of a design approved by a majority of the Trustees, such fence being not less than four (4) feet nor more than five (5) feet in height, shall be constructed around all inground swimming pools constructed and maintained on any lot. All security fences, except as otherwise herein provided, shall be of metal construction (wrought iron, steel, aluminum or similar material, but not chain link). All security fences shall be painted or finished in brown, black, or forest or dark green colors. Security fences may surround or enclose an in-ground swimming pool by being securely attached to the wall or foundation of the owner's residence. In the event that an in-ground swimming pool is to be located within twenty-five (25) feet of a lot property line, the security fence may also serve as a lot perimeter fence. In such event, the perimeter fence shall be four (4) feet in height and the fence shall comply with the provisions of Section 7 of this Agreement (including provisions related to fence construction materials). All in-ground swimming pools and related structures and equipment shall also comply with any applicable ordinances of the City of Shrewsbury, Missouri, and any other applicable governmental authority.

Proposed changes to Restrictive Agreement Section 12:

- Proposed additions are displayed in *italicized and underscored text*.
- Proposed deletions are displayed in ~~**stricken through and underscored bolded text**~~.

12. SWIMMING POOLS.

(a) No above ground swimming pool shall be constructed or maintained on any lot; provided, however, wading pools for children with a capacity of seventy-five (75) gallons of water or less may be located on any lot in the SUBDIVISION as long as such wading pool is not permanently attached to the ground or permanently set in any type of foundation.

(b) No in-ground swimming pool or in-ground hot tub shall be constructed or maintained on any lot unless of a design approved in writing by a majority of the Trustees. *Every in-ground swimming pool shall be enclosed by either a lot perimeter fence complying with Section 7 of this Restrictive Agreement or a security fence and shall be equipped with a self-closing, self-latching lock gate.* ~~**In addition to any lot perimeter fence, a**~~ A security fence of a design approved by a majority of the Trustees ~~**of, such fence being**~~ not less than four (4) feet nor more than five (5) feet in height, shall be constructed around all inground swimming pools constructed and maintained on any lot *that lacks a perimeter fence*. All

security fences, except as otherwise herein provided, shall be of metal construction (wrought iron, steel, aluminum or similar material, but not chain link). All security fences shall be painted or finished in brown, black, or forest or dark green colors. Security fences may surround or enclose an in-ground swimming pool by being securely attached to the wall or foundation of the owner's residence. In the event that an in-ground swimming pool is to be located within twenty-five (25) feet of a lot property line and there is no existing perimeter fence, the security fence may also serve as a lot perimeter fence. In such event, the perimeter fence shall be four (4) feet in height and the fence shall comply with the provisions of Section 7 of this Agreement (including provisions related to fence construction materials). All in-ground swimming pools and related structures and equipment shall also comply with any applicable ordinances of the City of Shrewsbury, Missouri, and any other applicable governmental authority.

Proxy Vote

In lieu of voting at the meeting on **November 13, 2023**, I would like to designate Trustee Jason Dunkel to be my proxy.

As for the proposed changes to **Section 10, Structures**, I would like my vote to be:

FOR

AGAINST

the proposed change to Section 10 of the Restrictive Agreement.

As for the proposed changes to **Section 12, Swimming Pools**, I would like my vote to be:

FOR

AGAINST

the proposed change to Section 12 of the Restrictive Agreement.

Signature of Homeowner 1: _____

Signature of Homeowner 2 (if applicable): _____

Subdivision Address: _____

Date: _____