

BOOK 825 PAGE 254

CONDITIONS, RESTRICTIONS, PROVISIONS, and TRUSTEESHIP

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

FOR THE SUBDIVISION KNOWN AS

1978 DEC 14 AM 9:46

DROVERS CROSSING, PLAT #1

ST. CHARLES COUNTY, MISSOURI

W. H. [Signature]
RECORDER OF DEEDS

WHEREAS, Spencer Creek Development Corp., a Missouri Corporation of the County of St. Charles, State of Missouri, referred to hereafter as owners, are the owners of the following described property:

"Drovers Crossing, Plat #1": A Subdivision in the City of St. Peters, St. Charles County, Missouri, as per plat thereof recorded in Yearly Number 7369 on May 5, 1978, in the office of the St. Charles County Recorder of Deeds, in Plat Book Number 20, page 92-93, and such other Plats of Drovers Crossing as may hereafter be added to this indenture.

and

WHEREAS, it is the wish and desire of the undersigned owner of the said described property for the purpose of benefiting said property and for the benefits that will insure to said owners, their successors and assigns, and to all other persons who may purchase, hold or from time to time own any of the several lots covered by this instrument, to impose the following conditions, restrictions, provisions, and trusteeship. Such conditions, restrictions, provisions, and trusteeship hereby, imposed against all of the lots in Drovers Crossing, Plat #1, a Subdivision in St. Charles County, Missouri, as per plat thereof recorded in Plat Book 20, page 92-93 of the St. Charles County Records, are as follows:

1. Residential Use: All lots shall be known and described as residential lots. No structure shall be erected on any residential lot other than one detached single-family dwelling not to exceed two stories in height and a two car garage which must be attached to the dwelling either directly or by means of a breezeway.

2. Minimum Lot Size: No lot or lots shall be re-subdivided into building plots having less than 75 ft. at the building line nor shall any lot or lots be re-subdivided into building plots containing less than 9,000 sq. ft. of area, with the exception of Lot #92 which shall contain 8500 sq. ft.

3. Building Lines: No building shall be located on any residential lot nearer to the front line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 ft. to the front line or nearer than 15 ft. to any side street line. No building shall be located nearer than 6 ft. to an interior residential lot line, except that on corner residential lots, no structure of any kind shall be permitted in the rear between the building line and the street line. No dwelling shall be located on the interior residential lot nearer than 15 ft. to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

4. Building Cost: No dwelling shall be permitted on any residential lot at a cost of less than \$50,000.00, excluding lot, based upon levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, carports, and garage shall be not less than 1300 sq. ft. for a one-story dwelling, nor less than 1000 sq. ft. for a dwelling of more than one story.

5. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, provided, however, that Builder herein reserves the right to use and occupy one or more Lots for display houses to be built by the Builder in this Subdivision as display houses, as its sales and construction office during the development of this Subdivision, and until the last Lot in said Subdivision is improved and sold; and provided further that Builder reserves unto itself the right to amend the building lines on any Lot in said plat or plats to correct minor violations of said building lines which may have occurred during the construction of improvements on any such Lot in said Subdivision.

See Amendment

6. Fences: Partition fences on residential lots may be constructed ONLY of 3 rail, split rail style and wood material. All other fences are absolutely prohibited. Expressly forbidden are fences made of masonry or metal chainlink wire fences (also known as cyclone fences) placed on wood, metal posts. Dog runs or dog houses of any kind or nature are expressly forbidden. Solid wood fences built of new material and of a decorative character may be erected to a height of six (6) feet for the purpose of screening a patio or in-ground swimming pool, but in no instance can such fences project beyond either side line of the house. Front yard fences, decorative or otherwise, of any type are expressly prohibited unless specifically designed as part of the original building architecture.

See Amendment

7. Mail Boxes: One mail box only shall be installed in front of each home and on the side of the street as required by the U.S. Postal Service. Such box shall be Rural Ribbed black metal model 1-C, Manufactured by Steel City Corporation, Youngstown, Ohio, (available at Schneider's Hardware, St. Peters) or any comparable model, and mounted on a 4' x 4' post and crossbar, as displayed at Lot 139.

See Amendment

8. Plan Approval: No exterior stain or paint color shall be changed, and no fence or wall or other structure shall be erected, placed or altered in exterior on any residential Lot (except as are installed or approved by the Builder in connection with the initial construction of the dwellings and other improvements on the property) until the building plans, specifications and plot plan showing the location of the same shall have been approved in writing by the Trustees as to conformity of external design with existing structures in the tract, and as to location with respect to topography and finished ground elevation. The Trustees shall notify an applicant for such approval of its action within thirty (30) days after said plans and specifications have been submitted to it; or, in the event, if no suit to enjoin the making of such alteration has been commenced within thirty (30) days of the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

9. Swimming Pools: In-ground swimming pools of concrete or fiberglass are permitted. Above ground pools are expressly prohibited.

10. Roof Drainage: No downspouts or roof drainage water shall be connected to the sanitary sewer system.

11. Signs: No advertising signs, billboards, political candidate signs, garage sale notices, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health of or unreasonably disturb other residents, except that no more than one "For Sale" or "For Rent" sign of not more than five (5) square feet may be maintained on any Lot. No commercial activities of any kind whatever shall be conducted in any home or on any portion of any Lot. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Builder during the construction and sales period.

11. (a): All home occupations which invite business invitees on the premises, including but not limited to, beauty shops, offices of physicians, dentists, chiropractors, podiatrists, lawyers, accountants, and sales, are prohibited. Provided, however, the Builder shall have the right to maintain a sales office in the subdivision during the development of the subdivision.

12. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any trucks, boats, campers, 2-wheel trailers or commercial vehicles be regularly parked in streets, driveways or yards in the Subdivision. The term "regularly parked" as used in these restrictions shall mean eight (8) hours during any consecutive seven (7) day period. The provisions of this paragraph shall not apply to trucks of workmen performing construction or repairs on any lot or residence in the subdivision within the hours of 6:00 A.M. to 6:00 P.M.

2024R-035613

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\$ 970.00

PAGES: 310

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: MDEMPSEY

DOUBLE SIDED

Recorder of Deeds Certificate St. Charles County Missouri

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a \$25.00 non-standard fee to RSMo 59.310.4. This is the first page of your document - DO NOT REMOVE.



Mary E. Dempsey
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301

309

L-1

S-5

Title of Document:	Fifth Amendment to the Conditions, Restrictions, Provisions and Trusteeship for the Subdivision known as Drovers Crossing Plat #1, St. Charles County, Missouri
Date of Document:	August 22, 2024
Grantor:	Drovers Crossing Homeowners Association, Inc. 7421 Mexico Road, Ste 101, St. Peters, MO 63376
Grantee:	Drovers Crossing Homeowners Association, Inc. 7421 Mexico Road, Ste 101, St. Peters, MO 63376
Legal Description:	“Drovers Crossing, Plat #1”: A Subdivision in the City of St. Peters, St. Charles County, Missouri, as per plat thereof recorded in Yearly Number 7369 on May 5, 1978, in the office of the St. Charles County Recorder of Deeds, in Plat Book Number 20, page 92-93, and such other Plats of Drovers Crossing as may hereafter be added to this indenture.
Referenced Documents:	Book 825, Page 254

- d) Adoption by no less than 2/3 of the homes voting in person or by proxy at the meeting.

WHEREAS, this amendment process consisted of:

- a) A proposal by written petition signed by at least 25% of all lot owners;
- b) A vote at a meeting, with at least 30 days' written notice containing the old language and the new language being proposed and the procedures for proxies;
- c) A fair opportunity for persons attending the meeting to discuss the proposal prior to the vote at the meeting; and
- d) Adoption by no less than 2/3 of the homes voting in person or by proxy at the meeting.

WHEREAS, the undersigned Trustees representing the Owners of no less than 2/3 of the homes who voted in person or by proxy at the above mentioned meeting, in Drovers Crossing, deem it in the best interest of the Association to strike Rule 4, and to replace Sections 5 and 7 with new language.

NOW THEREFORE, RULE 4 is deleted in its entirety;

NOW THEREFORE, SECTION 5 is deleted in its entirety and a new SECTION 5 is adopted as follows:

5. Sheds and Outbuildings: Each lot shall be permitted to have one (1) storage shed placed or erected behind the home so long as the aforementioned restrictions are satisfied.

- Storage shed shall be placed or erected upon a concrete slab no less than 4" thick. Any voids or openings between the concrete slab and structure shall be sealed to avoid wildlife intrusion.
 - Any storage shed must be quality built and maintained the same as the home.
 - Storage shed walls shall be framed with 2x4 lumber no greater 24" on center.
 - Storage shed shall be completely wrapped in vinyl siding that matches the color of the home siding or trim.
 - Storage shed roof shall be gabled and pitched like the home it is placed/erected behind.
 - Storage shed roof shall be shingled with the same style and color of shingles on the home. If the home shingle color or style is changed, the homeowner is responsible to update the shingles on the storage shed to match.
 - Storage shed door shall be kept closed when not in use to conceal the interior contents and avoid wildlife intrusion.
-
- No storage shed shall be permitted on the side or the front of the home.

FIFTH AMENDMENT TO THE
CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP
FOR THE SUBDIVISION KNOWN AS
DROVERS CROSSING PLAT #1, ST. CHARLES COUNTY, MISSOURI

THIS FIFTH AMENDMENT TO THE CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS CROSSING, PLAT #1 ST. CHARLES COUNTY, MISSOURI is made this 22nd day of August 2024, by the DROVERS CROSSING HOMEOWNERS ASSOCIATION, INC., Grantee (hereinafter referred to as the "Association"). Grantee's address: 7421 Mexico Road, Ste 101, St. Peters, MO 63376

WHEREAS, the CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS CROSSING, PLAT #1, ST CHARLES COUNTY, MISSOURI (hereinafter referred to as the "RESTRICTIONS") was executed December 14, 1978 and recorded in Book 825, Page 254 in the Records of the County of St. Charles Missouri; and imposed on plats 1-3; and

WHEREAS, DROVERS CROSSING INDENTURE #27 to the RESTRICTIONS allows amendments from time to time by and upon:

- a) A proposal by unanimous vote of the Trustees or by written petition signed by 25% of all lot owners;
- b) A vote at a meeting, with at least 30 days' written notice containing the old language and the new language being proposed and the procedures for proxies;
- c) A fair opportunity for persons attending the meeting to discuss the proposal prior to the vote at the meeting; and

- Storage shed shall not exceed 8' wide, 10' deep or 8' from the floor to the top of the side walls.
- No storage shed shall be permitted to fall into disrepair such as but not limited to: leaning/bowing walls, sagging roof faulty door and windows, etc.
- No storage shed shall be used as living/sleeping quarters for any living being.
- Any fill dirt/material used to level the area for a storage shed shall not impede the flow of surface water on or off the subject property.

Prefabricated storage sheds will be permissible so long as all the above criteria is met.

A completed architecture review form must be submitted to the board to receive approval prior to new shed construction/placement or exterior changes to an existing shed. The board shall be authorized and directed to approve plans set forth by the homeowner so long as the above requirements are met. Approval of the Trustees is not authority to encroach on an easement, nor to encroach on a neighbor's property nor to violate any governmental ordinance or regulation.

The homeowner shall be responsible for contacting the city of St. Peters to determine if a permit is required prior to work beginning on a new storage shed.

Dog houses and dog runs are prohibited.

The Trustees are empowered to cause any nonconforming structure to be removed at the owner's expense.

NOW THEREFORE, SECTION 7 is deleted in its entirety and a new SECTION 7 is adopted as follows:

7. Mailboxes: One mailbox only shall be installed in front of each home and on the side of the street as required by the U.S. Postal Service. Mailbox shall be a standard black metal or plastic box approved by the postmaster and supported by brick/masonry, decorative metal post, vinyl post, wood post or decorative wood structure. Mailbox support post/structure may be painted or stained black, white or earthtone color. Homeowner shall be responsible for following all U.S. Postal Service Guidelines when installing mailbox structure. Mailbox and structure shall be modest; no exotic mailboxes or structures will be permitted.

A completed architecture review form must be submitted to the board to receive approval prior to any change of the mailbox mounting structure. The board shall be authorized and directed to approve plans set forth by the homeowner so long as the above requirements are met.

IN WITNESS WHEREOF, the undersigned have executed this FIFTH AMENDMENT on this 22 day of August 2024.

Drovers Crossing Homeowners Association, Inc.

By: [Signature]
Elizabeth Spaunhorst, Trustee

By: [Signature]
Bryce Hambleton, Trustee

By: [Signature]
Michael Baeten, Trustee

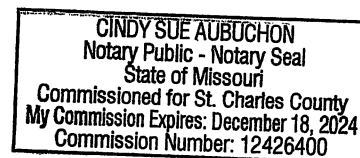
STATE OF MISSOURI)
COUNTY OF ST. CHARLES)

On this 22 day of August 2024, before me personally appeared Elizabeth Spaunhorst, Bryce Hambleton, and Michael Baeten, being Trustees of Drovers Crossing Homeowners Association, to me known to be the persons described in and who executed the foregoing instrument, and each 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.

[Signature]
Notary Public

My Commission Expires: 12-18-2024
12426400



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20100811000495910 NOTICE
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08/11/2010 02:37:46 PM 1/4

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:LBRAVI

See Amendment

**NOTICE OF ADOPTION OF
AMENDMENTS OF INDENTURE OF COVENANTS OF
DROVERS CROSSING**

GRANTOR: DROVERS CROSSING HOMEOWNERS
ASSOCIATION, P.O. BOX 1324, ST. PETERS, MO. 63376

GRANTEE: BOARD OF DROVERS CROSSING HOMEOWNERS
ASSOCIATION, AS TRUSTEES FOR SAID ASSOCIATION, P.O.
BOX 1324, ST. PETERS, MO. 63376

DATED: 7-19-2010

THE UNDERSIGNED, BEING ALL THE CURRENT BOARD MEMBERS
OF DROVERS CROSSING HOMEOWNERS ASSOCIATION AND BEING DULY
SWORN, STATE THE FOLLOWING TO BE TRUE:

1. THE GOVERNING INDENTURE OF DROVERS CROSSING,
RECORDED AT BOOK 825, PAGE 254 ET SEQ OF THE ST. CHARLES
COUNTY RECORDS, HAS BEEN DULY AMENDED BY THE ADOPTION OF A
NEW SECTION 5 OF SAID INDENTURE REGARDING SHEDS AND
OUTBUILDINGS [EX. A] AND A NEW SECTION 6 REGARDING FENCES [EX.
B].

2. THE NEW AMENDMENT PROVISIONS, STRIKING THE ORIGINAL
SECTIONS 5 AND 6 IN THEIR ENTIRETY AND SUBSTITUTING NEW
PROVISIONS FOR EACH, WERE DULY ADOPTED AND APPROVED BY THE
OWNERS BY THE REQUISITE VOTE.



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See Amendment

3. A COPY OF THE NEW SECTION 5 REGARDING SHEDS AND OUTBUILDINGS IS APPENDED TO THIS NOTICE AS EXHIBIT A AND THE NEW SECTION 6 REGARDING FENCES IS APPENDED AS EXHIBIT B. BOTH ARE INCORPORATED HEREIN, MAKING SAID NEW PROVISIONS FULLY EFFECTIVE AS OF THE DATE OF THIS RECORDED FILING.

4. THESE AMENDMENTS CREATING NEW SECTIONS 5 AND 6 ARE CONSEQUENTLY HENCEFORTH THE GOVERNING PROVISIONS ON THESE MATTERS FOR DROVERS CROSSING, AND THE DROVERS CROSSING HOMEOWNERS ASSOCIATION WHICH GOVERNS SAID COMMUNITY.

Georgena T. Mudd
PRESIDENT
GEORGENA T. MUDD

Bonnie M. Viviano
Treasurer, Secretary
BONNIE M. VIVIANO

BEING ALL THE CURRENT BOARD MEMBERS OF DROVERS CROSSING HOMEOWNERS ASSOCIATION.

STATE OF MISSOURI
COUNTY OF ST. LOUIS

BEFORE ME THIS 19th DAY OF July, 2010 APPEARED

Georgena T. Mudd and Bonnie M. Viviano

WHO BEING DULY SWORN DID STATE THAT THEY ARE THE DULY SERVING BOARD MEMBERS OF DROVERS CROSSING HOMEOWNERS ASSOCIATION AND THAT THEY SIGN THE FOREGOING WITH BINDING AUTHORITY AND EFFECT FOR SAID ORGANIZATION.

Michele Rodell
Notary Public



MICHELE RODELL
My Commission Expires
January 25, 2012
St. Charles County
Commission #08474844



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See Amendment

EXHIBIT A

AMENDMENT REGARDING SHEDS AND OUTBUILDINGS
[STRIKE EXISTING SECTION 5 LANGUAGE AND SUBSTITUTE THE
FOLLOWING AS A NEW SECTION 5 OF THE INDENTURE]:

"SECTION 5. SHEDS AND OUTBUILDINGS. No sheds or storage units or dog houses or dog runs or greenhouses or other such outbuildings of any kind shall be permitted. The Trustees are empowered to cause any such structures to be removed at the Owner's expense."

EXHIBIT B

AMENDMENT REGARDING FENCES

[STRIKE EXISTING SECTION 6 LANGUAGE AND SUBSTITUTE THE FOLLOWING AS A NEW SECTION 6] OF THE INDENTURE:

"SECTION 6. FENCES: No full backyard fences and no front yard fences at all are permitted. The only fences allowed shall be a fence around an in-ground swimming pool or a backyard patio. Such permitted fences shall only extend sufficiently to enclose the pool or patio and shall not extend beyond the sidelines of the house or out to the full backyard. Such permitted fences may be up to 6 feet high and may be made out of white or earth tone vinyl, white, black or earth tone aluminum or white or earth tone colored wood or composite material.

All new or substitute fences must be approved by the Trustees prior to installation. Failure to obtain such prior approval shall empower the Trustees to cause the fence to be removed at the Owner's cost.

Those few full yard fences existing as of January 1, 2010 shall be grandfathered, but they must be maintained in good condition and cannot be replaced except in accordance with the general guidelines of this Section 6.

All fences shall be maintained by the Owner in good and presentable condition subject to rules established by the Trustees. All fence and fence posts which have deteriorated or become shabby due to lack of maintenance or upkeep shall be removed by the Owner upon notification from the Trustees.

EXCEPTION: Drovers Crossing Homeowners whose backyard property line adjoins the Vanderbilt Apartments may secure a barrier fence on their backyard property line. The purpose will be to separate their backyard property from the Vanderbilt Apartments to prevent pedestrian cut-through and to provide noise control. Such A barrier fence is a single line fence which has received the prior approval by the Trustees.

See Amendment

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5-3



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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:DCRAWFORD \$30.00

THIRD AMENDMENT TO THE
CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP
FOR THE SUBDIVISION KNOWN AS
DROVERS CROSSING PLAT #1, ST. CHARLES COUNTY, MISSOURI

THIS THIRD AMENDMENT TO THE CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS CROSSING, PLAT #1 ST. CHARLES COUNTY, MISSOURI is made this 15 day of November, 2014, by the DROVERS CROSSING HOMEOWNERS ASSOCIATION, INC., Grantee (hereinafter referred to as the "Association"). Grantee's address: 7421 Mexico Road, Ste 101. St. Peters, MO 63376

WHEREAS, the CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS CROSSING, PLAT #1, ST CHARLES COUNTY, MISSOURI (hereinafter referred to as the "RESTRICTIONS") was executed December 14, 1978 and recorded in Book 825, Page 254 in the Records of the County of St. Charles Missouri; and imposed on plats 1-3; and

WHEREAS, DROVERS CROSSING INDENTURE CHANGE 27 to the RESTRICTIONS allows amendments from time to time by and upon:

- a) A proposal by unanimous vote of the Trustees;
- b) A vote with at least 30 days' notice containing the old language and the new language and the procedures for proxies;
- c) A fair opportunity for persons attending the meeting to discuss the proposal; and
- d) Adoption by no less than 2/3 of the homes voting in person or by proxy at the meeting.

WHEREAS, this amendment process consisted of:

- a) A proposal by unanimous vote of the Trustees;



- b) A vote with at least 30 days' notice containing the old language and the new language and the procedures for proxies;
- c) A fair opportunity for persons attending the meeting to discuss the proposal; and
- d) Adoption by no less than 2/3 of the homes voting in person or by proxy at the meeting.

WHEREAS, the undersigned Trustees and Owners of the majority of the lots of the entire Drovers Crossing, deem it in the best interest of the Association to release all of the land restricted by Section 6. Fences and replacing it with a new Section 6. Fences.

NOW THEREFORE, SECTION 6. Fences is deleted in its entirety and a new Section 6. Fences is adopted as follows:

6. Fences:

- A. Any fences erected with permission of the Trustees prior to the adoption of this amendment are "grandfathered." in their present location and must be maintained in good condition. Only future changes to the location, color, and material must have Trustee approval.
- B. Front Yard fences are not permitted.
- C. Back Yard fences and Pool fences are not permitted unless the Trustees give prior approval.
- D. The Trustees' review of backyard and pool fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Trustees that strict adherence to such standards and requirements would (i) create an undue hardship on the applicant; or (ii) compliance would place the applicant in violation of governmental laws or regulations; or (iii) approval would be in the best interest of Drovers Crossing, in which case the Trustees are authorized to approve fencing which does not strictly conform to the building requirements.
- E. Building requirements are:
 - I. Minimum height for fencing shall be forty-eight inches (48"), and not to exceed 72".
 - II. Backyard fencing shall only enclose the rear yards of any home. Back yard fencing can run the full perimeter of the yard, but no fencing shall be erected or maintained on any lot between the rear of the home and the street upon which such lot fronts. Fencing must start at the rear corners of



the home. With respect to corner lots, back yard fencing along the side of the rear yard facing any street shall not be placed any nearer to said street than the building line limit established by the subdivision plat. Corner lots may have exceptions at the sole discretion of the Trustees.

III. The only allowed fencing shall be:

- a. For the property line of back yards adjoining the Vanderbilt Apartments;
 - (i) Along the property line with Vanderbilt Apartments the owners' fencing may be a barrier fence in a single line.
- b. For all other back yard fences (including the property lines behind Vanderbilt Apartments which do not adjoin Vanderbilt Apartments) and pool fences:
 - (i) Wrought iron or aluminum simulated wrought iron: or
 - (ii) Picket style or privacy style made of vinyl;

IV. All fences shall be colored white or earth tone vinyl, white, black or earth tone aluminum.

V. All fences shall be installed with the good side facing out.

F. Approval by the Trustees is not authority to encroach on an easement, nor to encroach on a neighbor's property, nor to violate any governmental ordinance or regulation.

IN WITNESS WHEREOF, the undersigned have executed this THIRD AMENDEMENT on this 15 day of November 2014.

OATH

Before me, Amanda Fix, a Notary Public in and for Lincoln County, State of ND, personally appeared _____, and he being duly sworn, depose and say that he executed the foregoing instrument and that he is the owner of the property described in the foregoing instrument and that he is the owner of the property described in the foregoing instrument and that he is the owner of the property described in the foregoing instrument.

(Said)

(Said)

Amanda Fix
Notary Public



AMANDA FIX
My Commission Expires
May 23, 2016
Lincoln County
Commission #12346444

Drovers Crossing Homeowners Association, Inc.

By: Kate James

Kate James, Trustee

By: Kevin Campbell

Kevin Campbell, Trustee

By: Paul D. Fogarty

Paul Fogarty, Trustee

RECORD AS IS



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STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES)

I, Amanda Fix being duly sworn state that on the indicated day of 2014, listed above, before me personally appeared Kate James, Kevin Campbell, and Paul Fogarty, to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that 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.

Amanda Fix
Notary Public



AMANDA FIX
My Commission Expires
May 23, 2016
Lincoln County
Commission #12346444

My Commission Expires

May 23, 2016

13. Storage: All clothes line equipment, garbage cans and wood piles shall be kept within the confines of each rear yard (behind and not beside each house) so as to conceal them from street view. All rubbish, trash and garbage shall be kept in sanitary containers and regularly removed from each Lot and shall not be allowed to accumulate thereon.

14. Awnings: Awnings and other additions, changes or improvements to the front of any building may be allowed only with the approval of the Trustees referred to herein.

15. Derricks: No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas or precious minerals shall be erected, maintained or permitted upon any Lot in said Subdivision. No oil drilling, oil development, oil operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot.

Refer to Missouri House Bill 2062 regarding poultry

16. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and not to exceed three (3) on any one Lot.

17. Antennae: No ham radio or other radio or television receiving or transmitting antennae or external apparatus of any type or kind shall be installed on any Lot or roof. Normal radio and television installations wholly within a building are permitted, except that CB radios are prohibited unless of the type designed not to interfere with any other radio, television or other electrical appliances.

18. Corner Lot Sight Lines: Hedge or shrub planting which obstructs sight lines of elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines; or in case of a rounded property corner, from the intersection of the street property lines, extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

19. Trustees: There shall be three Trustees whose rights, powers and privileges granted to them, and duties imposed upon them, are hereinafter described. The original Trustees appointed under the terms of this instrument are as follows, and their term of office is set opposite each Trustee's name:

<u>NAME</u>	<u>TERM OF OFFICE</u>
Terry Adams	July 1, 1979
Charles G. Adams	July 1, 1980
Robert W. Balcom	July 1, 1981

20. Successor Trustees: Successor Trustees shall hold office for a term of three years from the date of expiration of the term of the Trustees succeeded, or in the event of the resignation of a Trustee, or should a Trustee refuse to act, be unable to act, or be disqualified, then the term of the Successor Trustee shall be for the unexpired term of the Trustee succeeded. The original Trustees and all Successor Trustees shall serve without compensation. So long as the undersigned Owner is the record owner of a residential lot in said Drovers Crossing, Plat #1 or any successor plats, said undersigned Owner shall have the right to appoint all Successor Trustees. In the event the term of any Trustee should terminate through expiration of term, death, disability or resignation while the undersigned Owner is owner of any residential lot as set out above, then said undersigned Owner shall appoint a Successor Trustee. The foregoing right to appoint Successor Trustees shall terminate on June 15, 1983.

21. Election of Successor Trustee: Subject to the provisions of the preceding paragraph, upon the expiration of said respective terms, or should any of said Trustees, or any successors die or cease to reside in either the County of St. Louis or the County of St. Charles, or decline to act, or become incompetent by reason of sickness or expiration of term, or other cause, to discharge the duties or avail of or exercise the rights or powers hereby granted or bestowed on them as Trustees under this indenture, then and thereupon it shall be the duty of the survivor or remaining Trustees, within 30 days following the vacation of said office, to call a meeting of all the owners of said residential lots to be held at a convenient place, first giving them ten day's written or printed notice of the time and place of such meeting, the said notice to be served by any of the methods hereinafter provided for

in the giving notice of review and assessments. And such of the owners as attend said meeting shall select a chairman who, in turn, shall appoint tellers and proceed by vote or ballot to elect a successor or successors to fill such vacancy or vacancies the owners or owner of said residential lots being entitled to one vote for each full residential lot owned, which vote may be cast in person or by proxy; the form of the proxies shall be determined by the Trustees. And the persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, subject to all duties and restrictions by this indentured imposed, succeed to, be vested with and possess and enjoy with the remaining Trustee or Trustees all rights, interests, privileges and powers by this indenture granted to his or their predecessors, and such a selection (at a meeting to be called, organized and conducted in the manner aforesaid) shall be made as often as a vacancy, for any cause occurs until the expiration of this agreement. Should such survivor or remaining trustee or trustees refuse or neglect to call such meeting within 60 days after the occurrence of such vacancy, or should all the Trusteeship be vacant at the time, then such meetings may be called by the owner or owners of any five of said lots, who shall give like notice thereof served as aforesaid.

22. Trusts: All trusts created by this indenture, including therein all rights, powers, and privileges granted to and the duties imposed upon said trustees, shall vest in and insure to the benefit of, and may be fully exercised by the majority of them. And whenever the word "Trustee" occurs in this indenture, it shall be held and taken to include their successors. Each of said Trustees, and their successors duly elected or appointed, accepts the trusts upon conditions only that each of the Trustees shall be responsible for only his own wrongful acts, or willful default and not for other and others, and upon the further condition that no trustee hereunder shall ever be held personally liable for injury to person or property by reason of any act or acts of commission or of commission by such trustee, respectively or collectively. Any trustee may at any time resign as such Trustee by instrument in writing, signed and acknowledged by him and filed for record in the Recorder's Office in the County of St. Charles. Thereupon, his successor shall be elected or appointed as hereinbefore provided.

23. Improvements: Included in said subdivision is one border fence and wrought iron entry gate along Mexico Road. The Trustees are hereby authorized and directed to pay any real estate taxes assessed against said improvement, and are authorized to provide for the maintenance of such improvement. The Trustees shall have authority to pay any costs for the maintenance of these improvements which, in their judgement, shall be deemed necessary. The Trustees shall deposit all funds collected as hereinafter provided for, in a checking account in a Federally insured bank. All checks written against this account shall bear the signatures of two of the Trustees. The Trustees are authorized and directed to have a yearly audit made of their accounts. Said audit shall show the annual amount collected and also show how said funds were expended with a detailed list setting forth the amount of money spent for each specific purpose. The Trustees shall have authority to purchase insurance policies or bonds protecting them personally from any liability arising out of their rights and duties imposed herein and protecting them from any liability for injury to person or property by reason of any act or acts of commission or omission of such Trustees. The Trustees shall have power to enter into contract to accomplish any of the foregoing acts.

24. Assessments: Trustees, for the purpose aforesaid, either for actual expenses incurred or in anticipation thereof, and for administrative expenses are hereby authorized and directed to levy and assess against each residential lot owner in said Drovers Crossing, Plat #1 Subdivision. The levy and assessment on any residential lot shall be \$6.00 per annum. The foregoing \$6.00 annual assessment may be increased by the Trustees provided said increase is approved by the affirmative vote of two-thirds of the residential lot owners in Drovers Crossing Subdivision, present (either in person or by proxy) and voting at a meeting to be held at a convenient place upon 10 days' written or printed notice of the time and place of said meeting. The notice to be served by any of the methods hereinafter provided for in the giving of notice of levies and assessments. The lot owners who attend said meeting shall select a chairman, who, in turn, shall appoint tellers. The owner of said residential lots shall be entitled to one vote for each full residential lot owned, which vote may be cast in person or by proxy, the form of proxies to be determined by the trustees. The trustees shall have authority to decrease the annual assessment provided said decrease is approved by the affirmative vote of two-thirds of the residential lot owners in the entire Drovers Crossing Subdivision present (either in person or by proxy) and voting at a meeting to be held at a convenient place upon ten (10) days' written or printed notice of the time and place of said meeting. The notice is to be served by any of the methods hereinafter provided for in giving of levies and assessments. The lot owners who attend said meeting shall select a chairman, who, in turn, shall appoint tellers. The owner or owners of said residential lots shall be entitled to one vote for each full residential lot owned, which vote may be cast in person or

See Amendment

2024R-003346

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\$ 27.00

PAGES: 3

CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: JSTUTSMAN

ELECTRONICALLY RECORDED

**FOURTH AMENDMENT TO THE
CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP
FOR THE SUBDIVISION KNOWN AS
DROVERS CROSSING PLAT #1, ST. CHARLES COUNTY, MISSOURI**

**THIS FOURTH AMENDMENT TO THE CONDITIONS, RESTRICTIONS,
PROVISIONS AND TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS
CROSSING, PLAT #1 ST. CHARLES COUNTY, MISSOURI is made this 25th day of
January 2024, by the DROVERS CROSSING HOMEOWNERS ASSOCIATION, INC.,
Grantee (hereinafter referred to as the "Association"). Grantee's address: 7421 Mexico
Road, Ste 101, St. Peters, MO 63376**

**WHEREAS, the CONDITIONS, RESTRICTIONS, PROVISIONS AND
TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS CROSSING, PLAT
#1, ST CHARLES COUNTY, MISSOURI (hereinafter referred to as the
"RESTRICTIONS") was executed December 14, 1978 and recorded in Book 825, Page
254 in the Records of the County of St. Charles Missouri; and imposed on plats 1-3;
and**

**WHEREAS, DROVERS CROSSING INDENTURE #27 to the RESTRICTIONS
allows amendments from time to time by and upon:**

- a) A proposal by unanimous vote of the Trustees;**
- b) A vote with at least 30 days' notice containing the old language and the
new language and the procedures for proxies;**
- c) A fair opportunity for persons attending the meeting to discuss the
proposal; and**
- d) Adoption by no less than 2/3 of the homes voting in person or by proxy at
the meeting.**

**FOURTH AMENDMENT TO THE
CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP
FOR THE SUBDIVISION KNOWN AS
DROVERS CROSSING PLAT #1, ST. CHARLES COUNTY, MISSOURI**

THIS FOURTH AMENDMENT TO THE CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS CROSSING, PLAT #1 ST. CHARLES COUNTY, MISSOURI is made this 25th day of January 2024, by the DROVERS CROSSING HOMEOWNERS ASSOCIATION, INC., Grantee (hereinafter referred to as the "Association"). Grantee's address: 7421 Mexico Road, Ste 101, St. Peters, MO 63376

WHEREAS, the CONDITIONS, RESTRICTIONS, PROVISIONS AND TRUSTEESHIP FOR THE SUBDIVISION KNOWN AS DROVERS CROSSING, PLAT #1, ST CHARLES COUNTY, MISSOURI (hereinafter referred to as the "RESTRICTIONS") was executed December 14, 1978 and recorded in Book 825, Page 254 in the Records of the County of St. Charles Missouri; and imposed on plats 1-3; and

WHEREAS, DROVERS CROSSING INDENTURE #27 to the RESTRICTIONS allows amendments from time to time by and upon:

- a) A proposal by unanimous vote of the Trustees;
- b) A vote with at least 30 days' notice containing the old language and the new language and the procedures for proxies;
- c) A fair opportunity for persons attending the meeting to discuss the proposal; and
- d) Adoption by no less than 2/3 of the homes voting in person or by proxy at the meeting.

WHEREAS, this amendment process consisted of:

- a) A proposal by unanimous vote of the Trustees;
- b) A cote with at least 30 days' notice containing the old language and the new language and the procedures for proxies;
- c) A fair opportunity for persons attending the meeting to discuss the proposal; and
- d) Adoption by no less than 2/3 of the homes voting in person or by proxy at the meeting.

WHEREAS, the undersigned Trustees and Owners of the majority of the lots of the entire Drovers Crossing, deem it in the best interest of the Association to release all of the land restricted by Section 24. Assessments and replacing it with a new Section 24. Assessments.

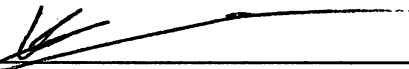
NOW THEREFORE, SECTION 24. Assessments is deleted in its entirety and a new Section 24. Assessments is adopted as follows:

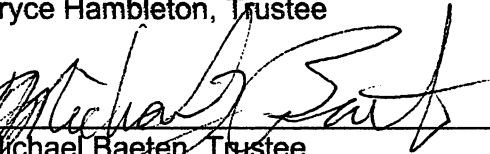
24. Assessments: Trustees, for the purpose of aforesaid, either for actual expenses incurred or in anticipation thereof, and for administrative expenses for hereby authorized and directed to levy and assess against each residential lot owner in said Drovers Crossing, Plat #1 Subdivision. The levy and assessment on any residential lot shall be \$100.00 per annum. The foregoing \$100.00 annual assessment may be increased by the Trustees provided said increase is approved by the affirmative vote of two-thirds of the residential lot owners in Drovers Crossing Subdivision, present (either in person or by proxy) and voting at a meeting to be held at a convenient place upon 10 days' notice written or printed notice of the time and place of said meeting. The notice to be served by any of the methods hereinafter provided for in the giving of notice of levies and assessments. The lot owners who attend said meeting shall select a chairman, who, in turn, shall appoint tellers. The owner of said residential lots shall be entitled to one vote for each full residential lot owned, which vote may be cast in person or by proxy, the form of proxies to be determined by the trustees. The trustees shall have authority to decrease the annual assessment provided said decrease is approved by the affirmative vote of the two-thirds of the residential low owners in the entire Drovers Crossing Subdivision present (either in person or by proxy) and voting at a meeting to be held at a convenient place upon ten (10) days' written or printed notice of the time and place of said meeting. The notice is to be served by any of the methods hereinafter provided for in giving of levies and assessments. The lot owners who attend said meeting shall select a chairman, who, in turn, shall appoint tellers. The owner or owners of said residential lots shall be entitled to one vote for each full residential lot owned, which vote may be cast in person or by proxy, the form of proxies to be determined by the Trustees. All residential lots shall be assessed equally and no residential lot shall be assessed more than any other residential lot. No residential lot shall be assessed until a residence has been built and occupied as a home, the assessments shall continue whether or not the residence is subsequently unoccupied.

IN WITNESS WHEREOF, the undersigned have executed this FOURTH AMENDMENT on this 25th day of January 2024.

Drovers Crossing Homeowners
Association, Inc.

By: 
Elizabeth Spaunhorst, Trustee

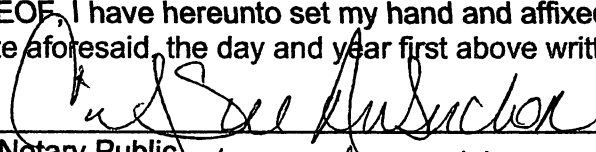
By: 
Bryce Hambleton, Trustee

By: 
Michael Baeten, Trustee

STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES)

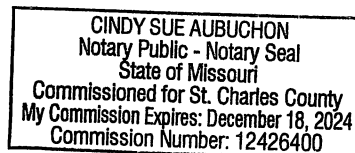
On this 25th day of January 2024, before me personally appeared Elizabeth Spaunhorst, Bryce Hambleton, and Michael Baeten, being Trustees of Drovers Crossing Homeowners Association, to me known to be the persons described in and who executed the foregoing instrument, and each acknowledged that they executed 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.


Notary Public # 12426400

My Commission Expires:

12-18-2024



by proxy, the form of proxies to be determined by the Trustees. All residential lots shall be assessed equally and no residential lot shall be assessed more than any other residential lot. No residential lot shall be assessed until a residence has been built and occupied as a home, the assessments shall continue whether or not the residence is subsequently unoccupied.

25. Procedure: A written or printed notice signed by the Trustees or a majority of them, or having their names written or printed thereon with their authority stating the amount of money required for the foregoing assessments and the date when payment under the said notice shall be required to be made, shall be served upon each of said lot owners, either by delivered said notice to each owner personally or to his agent or by mailing the same to the usual post office address of such owner or owners, or posting the same upon any conspicuous place on such lot or by publication in a newspaper of general circulation in the County of St. Charles, said advertisement shall contain the names of all the Trustees printed thereon. Service in any one of said methods shall be sufficient. In event that the owner or owners of any lot or lots in this Subdivision shall fail or refuse to pay any sum to be paid under these Covenants of Restriction or any lawful assessment levied as hereinbefore or hereinafter provided for, with sixty (60) days after the same shall have become due and payable, then the said Trustees or their successors may at any time, within one year thereafter, obtain and have a lien against all real property in this Subdivision owned by such person or persons so failing to pay such sums or assessments, for the amount of such sum of the assessment then unpaid and due, provided that the Trustees shall record or cause to be recorded in the Office of the Recorder of Deeds, in the County of St. Charles and State of Missouri, a lien notice, provided, however, that no such lien notice or lien shall take priority over any mortgage or any Deed of Trust.

26. Liability: The owner of any lot at the time of such assessment, whether general or special shall also be personally liable to the Trustees for the payment thereof, together with interest, attorney's fees and costs.

27. Trust Lifetime: The trust and the Restrictions in this indenture set forth shall run with the land and shall be binding upon the Owner and Trustees and upon their successor and assigns for a period of 30 years from the date these covenants are recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each provided, however, that the owners of the majority of the lots of the entire Drovers Crossing, Plat #1 Subdivision may terminate the trusts or release all of the land hereby restricted from any one or more or all of the said restrictions at the end of the original term or any successive 15 year period thereafter, by executing and acknowledging an appropriate agreements in writing for such purposes and filing the same for record in St. Charles County, Missouri at least five (5) years prior to the expirations of the original term or of any fifteen (15) year period thereafter.

28. Redress: It is further provided, declared and agreed that if the Owner, their successors or assigns, or any of them hereafter owning any of the lots or parts of lots embraced in Drovers Crossing shall infringe or attempt to infringe or omit to perform any covenants as aforesaid, comply with any restriction which is by its provisions to be kept and performed by him or them, it shall be lawful for any person or persons owning any lot or lots embraced in said Drovers Crossing or for the said Trustees on behalf of and for the benefit of either themselves, or said owner or owners, as aforesaid, or for any or either of them, as Trustees of an express trust, to prosecute any proceedings at law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenants or restrictions to prevent it, them or him from doing so, and to recover damages for such infringements or omissions; the expense of the Trustees incurred in such proceedings shall be refunded to them out of any damage recovered or may be refunded or furnished to them out of any general fund or thereafter levied and collected by special assessments against the owners of lots in the same manner as heretofore provided. However, any special assessment shall not exceed the sum of \$25.00 per lot for any such proceeding. It is further declared and provided that while the covenants in this indenture shall be valid and binding and must be kept, observed and performed by any such owner or occupant of any lot or lots or any part of any lot embraced in such covenant or covenants, yet such covenants are not to be enforced personally against the owners, their successors or assigns unless they, while owning or occupying or controlling such lot or part of lots, shall have violated or failed to perform the covenant or covenants embracing such or part of lot.

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03/12/2009 02:22:47 PM 1/3

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: JJAMES

NOTICE OF ADOPTION OF
AMENDMENT OF INDENTURE OF COVENANTS OF
DROVERS CROSSING, PLAT 1

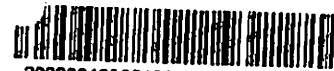
GRANTOR: DROVERS CROSSING HOMEOWNERS
ASSOCIATION, P.O. BOX 1324, ST. PETERS, MO. 63376

GRANTEE: BOARD OF DROVERS CROSSING HOMEOWNERS
ASSOCIATION, AS TRUSTEES FOR SAID ASSOCIATION, P.O.
BOX 1324, ST. PETERS, MO. 63376

MARCH 6, 2009

THE UNDERSIGNED, BEING ALL THE CURRENT BOARD MEMBERS
OF DROVERS CROSSING HOMEOWNERS ASSOCIATION AND BEING DULY
SWORN, STATE THE FOLLOWING TO BE TRUE:

1. THE GOVERNING INDENTURE OF DROVERS CROSSING, PLAT 1,
RECORDED AT BOOK 825, PAGE 254 ET SEQ OF THE ST. CHARLES
COUNTY RECORDS, HAS BEEN DULY AMENDED BY THE ADOPTION OF A
NEW SECTION 27 OF SAID INDENTURE REGARDING THE PROCESS OF
AMENDMENT.
2. THE NEW AMENDMENT PROVISION, STRIKING THE ORIGINAL SECTION
27 IN ITS ENTIRETY AND SUBSTITUTING A NEW AMENDMENT PROCESS,
WAS DULY ADOPTED AND APPROVED BY THE OWNERS BY THE
REQUISITE VOTE.
3. A COPY OF THE NEW SECTION 27 REGARDING THE AMENDMENT
PROCESS IS APPENDED TO THIS NOTICE AS EXHIBIT A AND



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INCORPORATED HEREIN, MAKING SAID NEW PROVISION FULLY
EFFECTIVE AS OF THE DATE OF THIS RECORDED FILING.

4. THIS AMENDMENT CREATING A NEW SECTION 27 WITH A NEW
AMENDMENT PROCESS IS CONSEQUENTLY HENCEFORTH THE
GOVERNING AMENDMENT PROCESS FOR DROVERS CROSSING,
PLAT 1 AND THE DROVERS CROSSING HOMEOWNERS ASSOCIATION
WHICH GOVERNS SAID COMMUNITY.

Jacqueline Carpenter
Jacqueline Carpenter

Georgena T. Mudd
GEORGENA T. MUDD

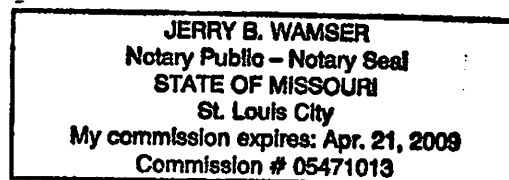
BEING ALL THE CURRENT BOARD MEMBERS OF DROVERS CROSSING
HOMEOWNERS ASSOCIATION.

STATE OF MISSOURI
COUNTY OF ST. LOUIS

BEFORE ME THIS 6th DAY OF MARCH, 2009 APPEARED
JACQUELINE CARPENTER
GEORGENA T. MUDD

WHO BEING DULY SWORN DID STATE THAT THEY ARE THE DULY
SERVING BOARD MEMBERS OF DROVERS CROSSING HOMEOWNERS
ASSOCIATION AND THAT THEY SIGN THE FOREGOING WITH BINDING
AUTHORITY AND EFFECT FOR SAID ORGANIZATION.

Jerry B. Wamser
Notary Public





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EXHIBIT A

**DROVERS CROSSING
INDENTURE CHANGE
AMENDMENT OF THIS INDENTURE**

[strike entirely the present Section 27 of the Indenture and substitute for it the following]

27. AMENDMENT OF THIS INDENTURE

A. Proposing an Amendment. Amendments to this Indenture shall be proposed by unanimous vote of the Trustees or by written petition signed by 25% of all lot owners.

B. Amendment Meeting Procedure. Any amendment duly proposed shall be set for a vote with at least 30 days prior written notice to all owners. The Trustees shall mail out due notice of the date and time of the vote, the old language and the new language being proposed along with procedures for proxies to all owners at least thirty days before the meeting.

C. Amendment Discussion. Persons attending the meeting shall be given fair opportunity to discuss the proposed Indenture change before the vote at the meeting.

D. Amendment Approval Procedure. The proposed amendment shall be duly adopted if 2/3 of the homes voting in person or by proxy at the meeting approve it; otherwise, the amendment shall be null.

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08/07/2009 03:09:19 PM 1/4

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:LBENIG

NOTICE OF ADOPTION OF
AMENDMENT OF INDENTURE OF COVENANTS OF
DROVERS CROSSING

GRANTOR: DROVERS CROSSING HOMEOWNERS ASSOCIATION, P.O. BOX 1324, ST. PETERS, MO. 63376

GRANTEE: BOARD OF DROVERS CROSSING HOMEOWNERS ASSOCIATION, AS TRUSTEES FOR SAID ASSOCIATION, P.O. BOX 1324, ST. PETERS, MO. 63376

JULY 17, 2009

THE UNDERSIGNED, BEING ALL THE CURRENT BOARD MEMBERS OF DROVERS CROSSING HOMEOWNERS ASSOCIATION AND BEING DULY SWORN, STATE THE FOLLOWING TO BE TRUE:

1. THE GOVERNING INDENTURE OF DROVERS CROSSING, RECORDED AT BOOK 825, PAGE 254 ET SEQ OF THE ST. CHARLES COUNTY RECORDS, HAS BEEN DULY AMENDED BY THE ADOPTION OF A NEW SECTION 28 OF SAID INDENTURE REGARDING POWER TO CHARGE ANY WRONGDOER ALL COSTS ARISING FROM THE WRONG AND ADDING AN ADDITIONAL SECTION 30 TO SAID INDENTURE REGARDING RULEMAKING AND OWNER POWER TO NULLIFY RULES.

2. THESE NEW AMENDMENT PROVISIONS – STRIKING THE ORIGINAL SECTION 28 IN ITS ENTIRETY AND SUBSTITUTING A NEW SECTION 28 AND ADDING A NEW SECTION 30 TO THE INDENTURE – WERE DULY ADOPTED AND APPROVED BY THE OWNERS BY THE REQUISITE VOTE.

3. A COPY OF THE NEW SECTION 28 REGARDING THE POWER TO CHARGE THE WRONGDOER ALL COSTS ARISING FROM THE WRONG IS APPENDED TO THIS NOTICE AS EXHIBIT A AND INCORPORATED HEREIN, MAKING SAID NEW PROVISION FULLY EFFECTIVE AS OF THE DATE OF THIS RECORDED FILING.

4. A COPY OF THE NEW SECTION 30 REGARDING RULEMAKING AND CANCELLATION OF AN UNREASONABLE RULE IS APPENDED TO THIS NOTICE AS EXHIBIT B AND INCORPORATED HEREIN, MAKING SAID NEW PROVISION FULLY EFFECTIVE AS OF THE DATE OF THIS RECORDED FILING.



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5. THESE AMENDMENTS CREATING A NEW SECTION 28 AND ADDING A NEW SECTION 30 ARE CONSEQUENTLY HENCEFORTH DULY ADOPTED AND EFFECTIVE AS GOVERNING PROVISIONS OF THE DROVERS CROSSING INDENTURE.

Georgena J. Mudd, President
GEORGENA Mudd, PRESIDENT

Bonnie M. Viviano, Treasurer
Bonnie M. Viviano, Treasurer

Jackie Carpenter
Jackie Carpenter
Secretary

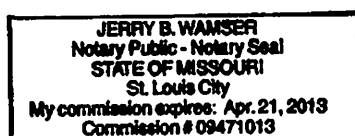
BEING ALL THE CURRENT BOARD MEMBERS OF DROVERS CROSSING HOMEOWNERS ASSOCIATION.

STATE OF MISSOURI
COUNTY OF ST. LOUIS

BEFORE ME THIS 17th DAY OF JULY, 2009 APPEARED

GEORGENA MUDD, BONNIE M. VIVIANO, & JACKEE CARPENTER

WHO BEING DULY SWORN DID STATE THAT THEY ARE THE DULY SERVING BOARD MEMBERS OF DROVERS CROSSING HOMEOWNERS ASSOCIATION AND THAT THEY SIGN THE FOREGOING WITH BINDING AUTHORITY AND EFFECT FOR SAID ORGANIZATION.



Jerry B. Wanser
Notary Public



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EXHIBIT A

DROVERS CROSSING

INDENTURE CHANGE

REGARDING POWER TO CHARGE WRONGDOER

ALL COST ARISING FROM THE WRONG

[strike entirely the present section 28 and substitute the following]

28. POWER TO CHARGE WRONGDOER ALL COST ARISING FROM THE WRONG

A. Enforcing Provisions. The Trustees shall be empowered to enforce the provisions of this document and any Rules adopted pursuant to this document and to correct any harm done to the community by a court action brought against the violator and/or any person or entity who along with the violator caused the violation or harm.

B. Responsibility of Wrongdoers. If any such violators or wrongdoers are found to have violated said provisions of the guidelines of the community or to have caused harm to the property of the community, said violators or wrongdoers shall be jointly and severally responsible for all costs of correcting the harm done plus all court and witness costs plus all attorney fees incurred by the community.

EXHIBIT B

DROVERS CROSSING

INDENTURE CHANGE

RULEMAKING AND OWNER POWER TO NULLIFY A RULE

[add the following as a new last paragraph 30 to the existing]

30. RULEMAKING AND CANCELLATION OF UNREASONABLE RULE

A. Rulemaking. The Trustees shall have the power to make Rules consistent with this Indenture to clarify its provisions, to protect the property values and quality of life of the community and to provide clear guidance on community decision-making.

B. Voting. Before any Rule adopted by the Trustees can become effective, said Rule shall be put to a vote of the owners. The Trustees shall set a vote on whether the Rule should be approved or cancelled, giving the Owners no less than 30 days prior written notice of the guidelines for voting by mail and/or at a meeting. If at said scheduled vote 60% of the Owners actually voting in person, by mail or by proxy vote to cancel the Rule, said Rule shall be nullified; if there is no such 60% negative vote, the Rule shall remain in full force and effect.

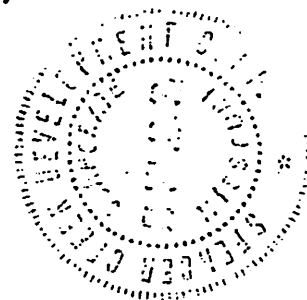
29. Covenants Independent: All covenants and agreements herein are expressly declared to be independent not interdependent; nor shall any laches, waivers, estoppel, condemnation or failure of title as to any lot or part of lots in said subdivision be of any effect to modify, invalidate or annul any grant, covenants, or agreements herein, with respect to the remainder of said subdivision, saving always the right to terminate or release as hereinabove expressly provided.

SPENCER CREEK DEVELOPMENT CORPORATION

by Robert W. Balcom
Robert W. Balcom, President

ATTEST

Jaquetta J. Adams
Jaquetta J. Adams, Secretary



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

On this 30th day of November 1978, before me appeared Robert W. Balcom to me personally known, who, being by me duly sworn, did say that he is President of Spencer Creek Development Corporation, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was signed and sealed in behalf of the said corporation, by authority of its Board of Directors; and said Robert W. Balcom 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 County and State aforesaid, the day and year first above written.



Terry Adams
NOTARY PUBLIC
Terry Adams
TERRY ADAMS
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES FEB. 10, 1982

The undersigned, being the owners of Lot 139, Drovers Crossing, as recorded in Book 819, Page 308, do consent to the imposition and application of the aforesaid restrictions to said Lot which shall be binding upon the undersigned and their successors to title to said Lot.

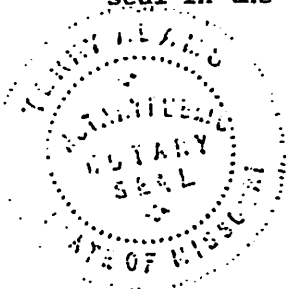
Gary M. Turner 30 Nov 78
Date

Patricia K. Turner 30 Nov. 78
Date

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

On this 30th day of November, 1978, before me appeared Gary M. Turner and Patricia K. Turner, his wife, to me personally 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.



Terry Adams

TERRY ADAMS
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES FEB. 10, 1982

My Commission Expires:

24899

END OF DOCUMENT

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

DEC 14 1978

By *Arthur A. Fugate*

Time _____

BOOK 825 PAGE 261

SPENCER CREEK DEV. CO.
P.O. Box 128
ST. PETERS, MO. 63376 ✓