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1. **Title of Document:** **FIFTH AMENDED AND RESTATED RESTRICTIVE AGREEMENT OF KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION**
2. **Date of Document:** **As of November 13, 2023**
3. **Grantor(s):**
JASON DUNKEL, a Missouri resident, **BENJAMIN STARK**, a Missouri resident, and **THOMAS DUDA**, a Missouri resident, in their capacity as the duly elected and serving trustees (individually, each a "Trustee") of **KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION ASSOCIATION**, an unincorporated association (the "Association")
4. **Grantee(s):**
JASON DUNKEL, a Missouri resident, **BENJAMIN STARK**, a Missouri resident, and **THOMAS DUDA**, a Missouri resident, in their capacity as the duly elected and serving trustees (individually, each a "Trustee") of **KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION ASSOCIATION**, an unincorporated association (the "Association")
5. **Statutory Mailing Address:**
Grantor and Grantee: c/o Thomas A. Duda
5410 Somerworth Lane
St. Louis, Missouri 63119
6. **Reference(s) to Book and Page(s):**
Plat Book 208, Pages 64
Plat Book 214, Page 49
Plat Book 216, Page 87
Plat Book 224, Page 92
Plat Book 231 at Page 92
Plat Book 232 at Page 97
Plat Book 365 at Page 12
Book 7343, Page 375
Book 7343, Page 386
Book 8183, Page 1235
Book 8525, Page 1907
Book 18052, Page 1558
Book 21963, Page 0273
Book 25180, Page 1190
Document Number 2023050100095

Note: The terms "grantor" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

**FIFTH AMENDED AND RESTATED RESTRICTIVE AGREEMENT
OF
KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION**

This **FIFTH AMENDED AND RESTATED RESTRICTIVE AGREEMENT OF KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION** (the "2023 Restated Agreement"), made and entered into as of the **13th** day of **NOVEMBER, 2023**, by **JASON DUNKEL**, a Missouri resident, **BENJAMIN STARK**, a Missouri resident, and **THOMAS DUDA**, a Missouri resident, in their capacity as the duly elected and serving trustees (individually, each a "Trustee") of **KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION ASSOCIATION**, an unincorporated association (the "Association"), whose mailing address is c/o Thomas Duda, 5410 Somerworth Lane, St. Louis, Missouri 63119, is adopted by and for the benefit of the lot owners of: **KENRICK MANOR PLAT 1**, according to plat thereof recorded in **Plat Book 208, Page 64**; **SOUTHWOODS AT KENRICK SEMINARY, PLAT 1**, according to plat thereof recorded in **Plat Book 214, Page 49**; **SOUTHWOODS AT KENRICK SEMINARY, PLAT 2**, according to plat thereof recorded in **Plat Book 216, Page 87**; and **SOUTHWOODS AT KENRICK SEMINARY, PLAT 3**, according to plat thereof recorded in **Plat Book 224, Page 92** (as such have been adjusted by boundary adjustment plats **SOUTHWOODS AT KENRICK SEMINARY PLAT 1 LOT 26 AND 27 BOUNDARY ADJUSTMENT**, recorded in **Plat Book 231 at Page 92**, **SOUTHWOODS AT KENRICK SEMINARY PLAT 1 LOT 10 THRU 15 BOUNDARY ADJUSTMENT**, recorded in **Plat Book 232 at Page 97**, and **SOUTHWOODS AT KENRICK SEMINARY PLAT 3 LOTS 101 & 102 BOUNDARY ADJUSTMENT**, recorded in **Plat Book 365 at Page 122** (individually and collectively referred to as the "Subdivision" or "Subdivisions") (which are more particularly described on **Exhibit A** attached hereto), all of said plats having been duly filed for record in St. Louis County, Missouri, to provide for certain regulations and restrictions regarding each of said Subdivision plats and all of the individual building lots contained therein.

WITNESSETH:

WHEREAS, the current owners of lots described in the above-described Subdivisions of land situated in the City of Shrewsbury, County of St. Louis, State of Missouri, are the successors in title to the Grantors of that certain original Restrictive Agreement of Kenrick Manor dated April 15, 1981, and recorded in Book 7343, Page 375 of the St. Louis County Records (hereafter the "Original Restrictions"), as amended by Amendments to Restrictive Agreement of Kenrick Manor dated June 12, 1981, and recorded in Book 7343, Page 386 of the St. Louis County Records ("First Amendment"), as amended by that certain Second Amendment to Restrictive Agreement of Kenrick Manor/Southwoods at Kenrick Seminary Subdivision Plats dated August 11, 1987, and recorded in Book 8183, Page 1235 of the St. Louis County Records ("Second Amendment"), as amended by that certain Third Amendment to Restrictive Agreement of Kenrick Manor/Southwoods at Kenrick Seminary Subdivision Plats dated May 23, 1989, and recorded in Book 8525, Page 1907 of the St. Louis County Records ("Third Amendment"), as amended and restated by that certain Amended and Restated Restrictive Agreement of Kenrick Manor/Southwoods at Kenrick

Seminary Subdivision dated September 15, 2008, and recorded in Book 18052, Page 1558 of the St. Louis County Records ("2008 Restatement"), as amended and restated by that certain Third Amended and Restated Restrictive Agreement of Kenrick Manor/Southwoods at Kenrick Seminary Subdivision dated November 18, 2015, and recorded in Book 21963, Page 0273 of the St. Louis County Records ("2015 Restatement"), as amended by that certain Amendment to Third Amended and Restated Agreement of Kenrick Manor/Southwoods at Kenrick Seminary Subdivision dated as of April 19, 2021 and recorded in Book 25180, Page 1190 ("2021 Amendment", the 2015 Restatement as amended by the 2021 Amendment, the "Amended 2015 Restatement"), and as amended and restated by that certain Fourth Amended and Restated Agreement of Kenrick Manor/Southwoods at Kenrick Seminary Subdivision dated as of September 26, 2022 ("2022 Restatement"); and

WHEREAS, said lot owners approved amendments to the 2022 Restatement at a special meeting of the lot owners of the Subdivision duly noticed and held on November 13, 2023, by a majority vote of the lot owners voting at such meeting, and it is the purpose and intention of the current lot owners to amend certain provisions, of the 2022 Restatement, which such amendments are incorporated in this 2023 Restated Agreement;

NOW, THEREFORE, in consideration of the premises, the 2022 Restatement, and with the consent of the Trustees elected by lot owners to act as Trustees hereunder, the lot owners of the lots in the above described Subdivision plats for themselves and for their successors and assigns and for and behalf of and for the benefit of all persons who may hereafter claim or derive title to or otherwise hold through their successors or assigns any of the lots in said Subdivision plats, covenant and agree with the Trustees and for the benefit of the owners of said lots and each of them agree that the 2022 Restatement is here by amended and restated pursuant to this 2023 Restated Agreement as follows:

PROTECTIVE COVENANTS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes, except that lot owners are permitted to work from home; provided further, however, that the number of visitors and/or customers coming and going to and from a home shall not exceed three visitors/customers per day on a regular basis. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in height as measured from the top of the foundation and a private attached garage for not more than three automobiles. No lot backing to Laclede Station Road shall have motorized vehicle ingress or egress to Laclede Station Road. Except as otherwise provided in this Section, commercial use of homes within the SUBDIVISION, including, but not limited to short-term rentals of less than three (3) months, is strictly prohibited.

2. ARCHITECTURAL CONTROL. No building, building addition, deck, porch, fence or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Trustees as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. Approval must be in writing by a majority of the Trustees. Once plans, specifications and plot plans have been approved, they must be strictly followed and adhered to in the erection of the building and structures, and no building

or structure may be changed or altered so as to violate any provision of this Agreement. Upon the request of the Trustees, lot owners shall provide a stake survey for any structure near the property line or easement to the Trustees when seeking approval. This paragraph shall not apply to any building, structures, or improvements constructed by the Developer as part of an original sale of any lot in the SUBDIVISION. From and after October 1, 2022, Lot owners shall be prohibited from painting exterior brick, stone or other masonry materials without the approval of the Trustees. Any request for approval to paint exterior bricks, stone or other masonry materials shall be approved only if the color used is in harmony with the surrounding homes, as determined by the Trustees in the Trustees' sole determination. In the event brick, stone or other masonry materials are painted, such materials shall thereafter be properly maintained in a first-class manner as determined by the Trustees.

3. DWELLING COST, QUALITY AND SIZE. No dwelling that does not meet minimum cost, size and quality standards established by the Trustees shall be erected on any lot. The Trustees may exercise their judgment in the matter so that homes or home additions constructed in the SUBDIVISION in the future will be fairly uniform in character to other homes previously constructed in said SUBDIVISION.

4. BUILDING LOCATION. No structure may be erected on any lot nearer to any roadway or right-of-way line than the building lines shown on the recorded plats of the SUBDIVISION. In addition, no structure may be erected nearer to any property lines on lots in the SUBDIVISION than is permitted by the ordinances, codes and regulations of the City of Shrewsbury, Missouri, applicable to the SUBDIVISION. For the purpose of this covenant, ordinary projections such as, but not limited to eaves, steps, open porches and chimney projections shall not be considered as part of a building. However, nothing in these provisions shall be construed to permit such projections or any portion of a building on any Subdivision lot to encroach upon another Subdivision lot.

5. EASEMENTS. Easements for the installation and maintenance of a walkway, utilities, sewers and drainage facilities are reserved as shown on the recorded plats of the SUBDIVISION. Within these easements, only structures (including approved fences, landscaping walls or stones, and planters), planting or other material which will not damage or interfere with the installation and maintenance of utilities and sewers, or change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements, shall be permitted. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. NUISANCES.

(a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No building, structure or premises shall be used for purposes prohibited by law or ordinance, and nothing shall be done which may be or hereafter become a nuisance to the owners of lots in the SUBDIVISION. Lot owners are obligated to care for their property, including easements on their property and the easements on adjoining property which are not otherwise provided for in this Agreement, and to keep their property free from accumulation of weeds, debris and other waste matter.

(b) The Trustees or any contractors, agents or employees of the Trustees shall be authorized to go upon any lot upon which a nuisance is determined by the Trustees to exist for the purpose of removing or abating the nuisance

and such entry is consented to by the lot owner and no person so entering upon the lot shall be deemed to have trespassed on the property. The Trustees shall provide not less than ten (10) days' written notice to the lot owner before entering upon any lot pursuant to this Section, unless the Trustees believe that exigent circumstances exist justifying entering immediately without delay.

(c) No animals, other than a reasonable number of household pets not to exceed four (4) pets, and no farm animals other than chickens housed in a coop approved by the Trustees, may be kept by any lot owners. All animals shall also be subject to the provisions of the Municipal Code of the City of Shrewsbury, Missouri, and applicable laws of any other governmental authority, regarding animal ownership.

7. **FENCES, BOUNDARY WALLS AND HEDGES.** No fences, boundary walls or hedges shall be erected, altered, placed or replaced on any lot nearer to any street than the minimum building setback line as shown on the recorded plats described above, except that hedges and fences located on property lines of Lots 1 and 6 abutting Kenrick Manor Drive in existence on the date of recording of this Agreement shall be permitted to remain, provided they are maintained in a size and manner consistent with their existing condition. In the case of corner lots: (i) no fences, boundary walls or hedges shall extend beyond the side building line to the side street, unless a physical obstruction (i.e., a tree) exists within the building line; and (ii) when a tree at the building line with a circumference in excess of 15 inches does exist, the fence can be built out from the build line up to five feet from the building line to avoid removing the obstruction. All fences shall also be subject to the provisions of the Municipal Code of the City of Shrewsbury, Missouri, and applicable laws of any other governmental authority, and whichever provisions are most restrictive shall apply. It shall be the responsibility of the legal owner, agent, occupant or person in control of the property to fully maintain all fences, boundary walls and hedges in a neat, clean and safe condition at all times. All surfaces of fences constructed on any lot shall be uniformly maintained. Except as specifically provided hereafter, all fences erected shall be no more than four (4) feet high and shall be penetrated with openings at regular intervals so that the combined area of openings is at least twenty-five (25%) percent of the actual surface of such fence. All fences shall be constructed only of one or more of the following materials: unpainted wood (but the wood may be stained or treated with preservatives); vinyl fence material (the vinyl material to be colored brown, black, forest or dark green, or natural or stained wood tones); or all metal fence material (including wrought iron, steel or similar metal fence construction). Metal fences shall be painted or finished in brown, black, or forest or dark green colors. No chain link fences shall be permitted. As long as the metal fence is structurally sound, openings between vertical rods may be of such widths that the openings are more than twenty-five (25%) percent of the actual surface of such metal fence. All structural cross members, stringers and supports of wood fences and vinyl fences shall be faced to the interior of the lot upon which the fence is constructed. Color coordinated vinyl woven wire of 12 gauge or more may be installed on a wooden fence. No fence shall be erected, altered, placed or replaced on any lot until the construction plans and specifications and a plan showing the location of the fence have been reviewed and approved by a majority of the Trustees as to quality of workmanship, materials, location with respect to building setback lines and property lines and general compliance with the provisions of this Section. Approval must be in writing by a majority of the Trustees. Once the plans and specifications have been approved by the Trustees, they shall be strictly followed and adhered to in the construction of the fence.

8. (a) FENCES ON LOT LINES WHICH ABUT LACLEDE STATION ROAD and LOTS 85 THROUGH 93 on CARDINAL RIDGE COURT. No fences shall be erected, altered, placed or replaced on the lot line of any lot in the SUBDIVISION which abuts Laclede Station Road and Lots 85 through 93 unless such fence fully complies with all of the provisions of Section 7 of this Agreement. Notwithstanding the restrictions contained in Section 7, there may be erected on the rear lot line of any lot in the SUBDIVISION which abuts Laclede Station Road and on Lots 85 through 93 a fence which does not exceed six (6) feet in height. Any fence thus constructed shall conform to all of the other requirements of Section 7 of this Agreement. Any fence in existence upon the date of recording of this Agreement, regardless of height, may be replaced in accordance with the terms of this section. A solid or sight-proof fence may be erected on any rear lot line which abuts Laclede Station Road and on Lots 85 through 93 provided that the owner first obtains approval from the City of Shrewsbury, Missouri, and any other applicable governmental authority. No such fence shall be erected, altered, placed or replaced on any lot until the construction plans and specifications and a plan showing the location of the fence have been approved by a majority of the Trustees as to quality of workmanship, materials, location, and general compliance with the provisions of this Section and Section 7 of this Agreement. Approval must be in writing by a majority of the Trustees. Once the plans and specifications have been approved, they must be strictly followed and adhered to in the construction of the fence. All other fences constructed on the side property lines of any lot in the Subdivision which abuts Laclede Station Road and Lots 85 through 93 shall be no more than four (4) feet high and shall otherwise comply with all provisions of Section 7 of the Agreement.

(b) SCREENS TO CONCEAL/ENCLOSE EQUIPMENT AND/OR TRASH CONTAINERS. No screens to enclose or conceal equipment and/or trash containers shall be erected, altered, placed, or replaced on any lot until the construction/installation plans and specifications and a plan showing the location of the screen have been approved by the Trustees as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations. Approval must be in writing by a majority of the Trustees. Screens as set forth herein are limited to installations of a limited width and depth designed solely to conceal equipment or trash containers and does not include any installation that is also intended to enclose all or a portion of the perimeter of a lot or to enclose more of any portion of a lot than is needed to conceal equipment or trash containers. Screens made out of fencing material need not comply with Section 7 of this Agreement as to open spacing (openings at regular intervals so that the combined area of openings is at least twenty-five (25%) percent of the actual surface of such fence) and the color for vinyl fence material used as a screen may include white, beige, gray (natural rock color) in addition to brown, black, forest, dark green, or natural or stained wood tones.

9. TELEVISION AND RADIO AERIALS. No television or radio aerial, satellite dish, or other communication equipment of any kind may be erected that projects more than eight feet above the ridge line of the house without written permission from a majority of the Trustees.

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. 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.

11. TRASH, RECYCLING, AND YARD WASTE. All trash, rubbish, garbage, recyclables, grass cuttings and yard waste shall, prior to disposal, be contained in a covered or sealed container or receptacle. Such containers or receptacles may be kept outside of buildings, but all such containers or receptacles shall be kept behind the front building lines of the respective lot at all times. For trash, recycling, and yard waste removal purposes, containers and receptacles may be placed in front of the building line or at the curb no earlier than the evening prior to the regularly scheduled refuse pickup and shall be removed no later than 11:00 p.m. on the day of each such regularly scheduled pickup. Burning of rubbish, trash or debris is prohibited.

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. A security fence of a design approved by a majority of the Trustees, of 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.

13. TRUCKS. No lot owner shall park a truck larger than a three-quarter (3/4) ton on any lot other than in an enclosed garage or carport for a period in excess of one hour per day. No trucks (except those associated with providing a service to the lot owner), busses, trailers, campers, boats or similar vehicles shall be parked in front of the front building line as shown on the recorded plats described above of any lot in the SUBDIVISION. Any truck or other vehicle parked outside of the garage and behind the front building line of a lot shall be parked on a parking surface composed of concrete, asphalt or pavement bricks with the parking surface covering no more than thirty (30%) percent of the area comprising the side yard of the subject residence. No motor vehicle, motorcycle, trailer, boat or camper or similar vehicle or equipment shall be displayed as being for sale in the Subdivision and no vehicle shall be parked or displayed therein on any lot or any public street in the SUBDIVISION or bearing a "For Sale" sign or other sign indicating that said vehicle is being offered for sale. The Trustees shall notify any lot owner violating this provision of any such violation, and the lot owner shall cure the violation within five (5) business days of receiving notice of the violation.

14. SIGNS. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot in the subdivision now or in the future except for the erection and maintenance of not more than one advertising sign to be not more than ten (10) square feet in size and used for the sole and exclusive purpose of advertising for sale or lease the lot and building on which it is erected. Signs related to public elections and political issues may be erected or maintained on any lot, provided such signs shall be removed within 30 days after any relevant election.

15. SIDEWALKS. Sidewalks within the SUBDIVISION shall be subject to the provisions of the Municipal Code of the City of Shrewsbury, Missouri and any other applicable governmental authority, and whichever provisions are more restrictive shall apply.

GENERAL PROVISIONS

16. TRUSTEES.

(a) The Trustees shall have the duty to maintain such areas so designated on the plats described above as landscaped islands, entrance, walkway, street lights, easements, and any other common areas, and the Trustees, during the life of this Agreement, shall use and expend as much of the assessments provided for herein as they may deem proper for the upkeep and maintenance of said areas and improvements thereon so that said property shall be and remain an attractive, well-kept residential area.

(b) The Trustees shall be exempt from paying yearly assessments during their time as Trustee.

17. TERM. The term of this Agreement is to run with the land and shall be binding on all parties and persons claiming under them as provided in the Original Restrictive Agreement. This Agreement will be automatically extended for successive periods of ten (10) years unless cancelled by an instrument duly recorded by the owners of a majority of the lots of record after the original twenty-five (25) year period.

18. AMENDMENTS. These restrictions may be amended in whole or in part:

(a) At any time in a meeting of the lot owners called for that purpose. Amendment proposals are to be initiated by and at the discretion of the Trustees. Notices setting forth the proposed amendments shall be sent by first class mail postage prepaid to all lot owners to their last known address, or via an electronic communication system authorized and provided by the lot owner to the then trustees, not less than ten (10) days prior to said meeting. Notices shall also contain date, place and time of meeting. The owner or owners of the property shall be entitled to one vote for each lot regardless of form of legal ownership. Voting is to be by secret ballot unless all persons attending the meeting are agreeable to waiving this provision. The meeting may be held virtually, provided however, that the Trustees shall conduct the meeting in such a way so as to protect the secrecy of voting. Lot owners present virtually shall be deemed present at the meeting. A majority of votes of those lots whose owners are present and voting (in person or by written proxy signed by all owners of record of that lot) at such meeting shall suffice to amend these restrictions. All future Amendments shall be integrated into the appropriate section of this Agreement for ease of reading and understanding.

(b) These restrictions may also be amended upon the written petition signed by the owners of thirty percent (30%) of the lots setting forth the proposed amendment(s). Upon receipt and verification of such a petition by the Trustees, a meeting of all lot owners shall be convened within forty-five (45) days of submission of the petitions to the Trustees to consider the proposed amendment(s). The Notice and conduct of such meeting shall otherwise comply with all provisions of Section 18(a) of this Agreement. Upon the written request of any lot owner, the Trustees shall be authorized to provide a list of lot owners and contact information (including email address, mailing address, and/or phone numbers, to the extent the Trustees have been provided the information) and the form for proposing amendments, the language of which such form of proposed amendment shall conform to the language of this Agreement to the extent possible. No more than one subject matter may be included in each petition. In the event the proposed amendment is to be considered at a special meeting rather than the annual meeting, the petitioner(s) initially requesting the proposed amendment shall be charged a fee equal to \$350 for costs and expenses.

19. ASSESSMENTS.

(a) The Trustees are authorized to make uniform annual assessments of an amount unanimously approved by the Trustees not to exceed ninety-five dollars (\$95.00) per lot for calendar year 2023 upon and against each lot subject to this Agreement for the purpose of carrying out any and all of the general powers and duties of the Trustees as herein described and for the further purpose of enabling the Trustees to defend and enforce restrictions, and to carry out the intent and purposes thereof, and to adequately maintain and provide for streets, if required, street lights, utilities, cul-de-sac islands and parkways within the right-of-way and easements, to perform or execute any powers or duties provided for in this instrument or otherwise properly to protect the health, safety and general welfare of the lot owners and residents of the SUBDIVISION. Each such annual assessment shall be mailed, or sent via an electronic communication system authorized and provided by the lot owner to the then trustees, to all lot owners on or about June 1 in each calendar year and shall be due and payable July 1 in each calendar year. Provided, however, that the assessment provided for in this Section 19(a) shall not be increased from one calendar year to another calendar year by more than 10% of the assessment assessed for the preceding calendar year. In the event the Trustees maintain a website, the Trustees shall publish the then current annual assessment.

(b) If at any time the Trustees shall consider it necessary to make any expenditures requiring a special assessment in excess of the assessment above provided, the Trustees shall submit in writing to the owners of the lots for approval an outline of the plan for the expense contemplated and the amount of the assessment required. If such expense and the assessment so stated are approved, either (i) by a vote of the owners of record of two-thirds (2/3) voting in person at a meeting called by the Trustees for that purpose and held upon at least ten (10) days prior notice given in accordance with the notice provisions set forth in Section 18 herein; or (ii) upon the written consent of the owners of a majority of the lots, the Trustees shall be authorized to impose such special assessment and shall notify the owners of the lots of the additional assessment. The limit provided for in Section 19(a) of this Agreement per calendar year for general purposes shall not apply to any assessment made under the provisions of this Section 19(b). Trustees shall participate in special assessments like all other lot owners.

(c) All assessments, either general or special, made by the Trustees for the purposes herein provided shall be made in the manner and subject to the following procedure, to wit:

(i) Notice of all assessments shall be given by sending such notice by first class mail, postage prepaid, or via an electronic communication system authorized and provided by the lot owner to the then trustees, to the last known address of the then record owners of the fee simple title of the lots in the SUBDIVISION. All such notices shall be presumed received by the lot owners unless returned by the US Postal Service, or the Administrator of the electronic communication system authorized and provided by the lot owner, in which case notice may be given by posting a notice of the assessment in a conspicuous location upon the lot itself.

(ii) Annual assessments shall be due and payable on July 1 of each year. Special assessments shall become due and payable thirty (30) days after notice is given as hereinabove provided.

(iii) All assessments shall remain a lien upon the subject lot until paid. All assessments not paid within forty-five (45) days when due shall be subject to a late charge of \$30.00. From and after the date when said payment is due, unpaid assessments and late charges shall bear interest at the rate of fifteen (15%) percent per annum, compounded annually, until paid, and such payment and interest shall continue in full force and effect until said amount is fully paid. Delinquent assessments which remain unpaid for more than one year shall be subject to additional, successive late charges on an annual basis equal to 25% of the delinquent and unpaid assessment. At the discretion of the Trustees, any delinquent assessment may be made the subject of an assessment lien and recorded in the office of the St. Louis County Recorder of Deeds. Such recorded assessment liens shall be released upon the payment of the assessment, accrued interest, recording charges and any attorney's fees incurred by the Trustees in collecting such delinquent assessment. The Trustees are fully authorized and empowered to file suit In Law or In Equity against any owner in default in the payment of any such assessment authorized herein, so as to compel payment of the amount in default, together with interest, court costs and all attorney's fees incurred by the Trustees in such proceedings. Such lien may be foreclosed and enforced as provided by law.

(d) The Trustees shall deposit all funds received by the Trustees from Subdivision assessments and from any other sources in a bank or other depository-selected by the Trustees, which bank or depository shall be insured by the Federal Deposit Insurance Corporation. Such funds may be deposited in interest bearing accounts, when deemed

appropriate by the Trustees. The Trustees shall designate one of their members as "Treasurer" of the Subdivision funds collected under this Agreement and such funds shall be placed in the custody and control of such Treasurer.

20. ENFORCEMENT. Enforcement of the covenants and restrictions of this Agreement shall be by proceedings at law or in equity against any lot owner, person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages. Proceedings may be instituted by the Trustees or by interested lot owners in the event that the Trustees, after receiving written notice from such interested lot owners, fail to institute such enforcement action within 30 days. In any such legal proceedings instituted by the Trustees, the Trustees shall, in addition to other relief, be entitled to seek reimbursement of all court costs and attorney's fees incurred on behalf of the Subdivision by the Trustees.

21. SEVERABILITY. Invalidity of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. ANNUAL MEETINGS/ELECTION OF TRUSTEES.

(a) An annual meeting of the owners of lots in the SUBDIVISION shall be held each year during the month of September. The Trustees shall give notice by mail, postage prepaid, or via an electronic communication system authorized and provided by the lot owner to the then trustees, not less than ten (10) days prior to the annual meeting advising lot owners of the date, time and place of the meeting. At the annual meeting, the Trustees shall report to the lot owners regarding the activities of the Trustees since the date of the last annual meeting, specifically including a financial report showing receipts and disbursements as well as current balances in the Trustee accounts. At the annual meeting, one Trustee shall be elected to serve for a term of three (3) years. All Trustees shall be resident homeowners within the SUBDIVISION plats governed by this Agreement. At any annual or other special meeting of lot owners, the owner or owners of each developed lot, collectively, shall be entitled to one (1) vote for each lot owned regardless of the form of legal ownership. Lot owners may be represented by a proxy if the proxy is in writing and signed by all of the owners of record of that lot.

Voting is to be by secret ballot unless all persons attending the meeting are agreeable to waiving this provision. The meeting may be held virtually, provided however, that the Trustees shall conduct the meeting in such a way so as to protect the secrecy of voting. Lot owners present virtually shall be deemed present at the meeting.

(b) In the event any Trustee position shall become vacant for any reason whatsoever, such position shall be filled by an election of the lot owners at either the next annual meeting or at a special meeting called for that purpose. Notice of the holding of any such election, whether at an annual or special meeting, shall be given by the Trustees in accordance with the notice provisions of Section 18 to all said lot owners of record at least ten (10) days prior to said meeting. The owner or owners of lots shall be entitled to one vote for each lot owned, and the person receiving a majority of the votes cast by the persons present at such meeting shall be declared elected to serve the balance of the unexpired term.

(c) Where the provisions of this Agreement cannot be fulfilled because of unfilled vacancies among the Trustees, the remaining Trustees shall appoint one or more resident homeowners as Trustee(s) to fill vacancies until such time as replacement Trustees are elected in accordance with this Agreement.

(d) In no event shall two or more Trustees be from the same household.

23. POWERS OF TRUSTEES.

(a) The Trustees have the power to prevent in their own name as Trustees, any infringement on the provisions of this Agreement, and have the power to compel the performance of any restrictions set out in this Agreement or established by law and also to employ legal counsel. This power, granted the Trustees, is discretionary and not mandatory.

(b) Notwithstanding any other provisions herein, the Trustees shall make suitable provisions for compliance with all Subdivision restrictions.

(c) The Trustees have the power to receive, hold, convey, dispose of and administer in trust, for any purposes mentioned in this Agreement, any gift, grant, conveyance or donation of money or real or personal property.

(d) The Trustees have the power to purchase insurance against all risks, casualties and liabilities of every nature and description, including but not limited to, public liability and property damage insurance, as the Trustees may deem necessary and proper.

(e) The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provision of this Agreement, may from time to time enter into contracts, employ agents, servants and labor as they deem necessary, and employ counsel to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them in their capacity as Trustees.

24. MAJORITY OF TRUSTEES TO ACT: LIABILITY OF TRUSTEES. The Trust created by this Agreement shall vest in and inure to the benefit of and may be fully exercised by a majority of the Trustees, provided, that any person appointed or elected to fill any Trustee vacancy as provided in this Agreement shall, from and after the date of acceptance of the position of Trustee, be included in determining who constitutes a majority of the Trustees. Whenever the word "Trustees" occurs in this Agreement, it shall be held and taken to include the currently serving Trustees and their successors. Each of the Trustees and their successors duly elected and appointed shall be responsible only for his or her own wrongful acts or willful default and not for those of the other or others provided, further, that no Trustee hereunder shall be held personally liable for any act in which the Trustee is empowered to exercise judgment and discretion and a Trustee shall only be held accountable for the Trustee's willful misconduct. Any person may at any time resign as such Trustee by instrument in writing signed and acknowledged by said Trustee and delivered to the remaining Trustees then serving. Thereupon a Successor Trustee shall be appointed or elected as herein provided.

25. ADDITIONAL PROPERTY. This Agreement shall be applicable to such additional property or subdivisions, if any, as may be situated within the boundaries of the SUBDIVISION or any extensions thereof as described herein and as may be incorporated by reference on a record plat of such property subjected thereto.

26. SUCCESSORS. This Agreement shall be binding upon all the parties hereto, all lots and lot owners of the Subdivision plats herein described, and to their successors and assigns.

27. COORDINATION WITH LAWS OF OTHER JURISDICTIONS. If there shall be any conflict in or differences between the provision of this Agreement and the laws or ordinances of the City of Shrewsbury, Missouri, or any other applicable governmental authority, the provisions which are the most restrictive shall apply.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this **FIFTH AMENDED AND RESTATED RESTRICTIVE AGREEMENT OF KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION** as of the date first hereinabove stated.

JASON DUNKEL, Trustee of Kenrick
Manor/Southwoods At Kenrick Seminary Subdivision
Association, an unincorporated association

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

On this _____ day of June, 2024, before me appeared JASON DUNKEL, to me personally known, who being by me duly sworn, did say that he is a Trustee of KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION ASSOCIATION, an unincorporated association, and that said instrument was signed in behalf of said association, by authority of its Board of Trustees and by authority of the lot owner-members of the Association; and said JASON DUNKEL, acknowledged said instrument to be the free act and deed of said association.

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

My Commission Expires:

Notary Public

BENJAMIN STARK, Trustee of Kenrick
Manor/Southwoods At Kenrick Seminary Subdivision
Association, an unincorporated association

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

On this _____ day of June, 2024, before me appeared BENJAMIN STARK, to me personally known, who being by me duly sworn, did say that he is a Trustee of KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION ASSOCIATION, an unincorporated association, and that said instrument was signed in behalf of said association, by authority of its Board of Trustees and by authority of the lot owner-members of the Association; and said BENJAMIN STARK, acknowledged said instrument to be the free act and deed of said association.

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

My Commission Expires:

Notary Public

THOMAS DUDA, Trustee of Kenrick
Manor/Southwoods At Kenrick Seminary Subdivision
Association, an unincorporated association

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

On this _____ day of June, 2024, before me appeared THOMAS DUDA, to me personally known, who being by me duly sworn, did say that he is a Trustee of KENRICK MANOR/SOUTHWOODS AT KENRICK SEMINARY SUBDIVISION ASSOCIATION, an unincorporated association, and that said instrument was signed in behalf of said association, by authority of its Board of Trustees and by authority of the lot owner-members of the Association; and said THOMAS DUDA, acknowledged said instrument to be the free act and deed of said association.

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

My Commission Expires:

Notary Public

Exhibit A

Legal Description

All lots in the following subdivisions located in St. Louis County, as per the plats thereof described as follows:

Kenrick Manor Plat 1, recorded on July 2, 1981, in Plat Book 208 at Page 64.

Southwoods at Kenrick Seminary Plat 1, recorded on August 16, 1982, in Plat Book 214 at Page 49.

Southwoods at Kenrick Seminary Plat 1 Lot 26 and 27 Boundary Adjustment, recorded on October 10, 1984, in Plat Book 231 at Page 92.

Southwoods at Kenrick Seminary Plat 1 Lot 10 thru 15 Boundary Adjustment, recorded on November 21, 1984, in Plat Book 232 at Page 97.

Southwoods at Kenrick Seminary Plat 2, recorded on January 26, 1983, in Plat Book 216 at Page 87.

Southwoods at Kenrick Seminary Plat 3, recorded on January 5, 1984, in Plat Book 224 at Page 92.

Southwoods at Kenrick Seminary Plat 3 Lots 101 & 102 Boundary Adjustment, recorded on February 15, 2017 in Plat Book 365 at Page 122.