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RECORDED ON

02/14/2012 10:43:03AM

REC FEE: 51.00

PAGES: 10

DEBORAH L ENGEMANN
RECORDER OF DEEDS
WARREN COUNTY, MO



**FOURTH REVISED INDENTURE OF TRUST AND RESTRICTIONS
OF COVENTRY SUBDIVISION**

THIS INDENTURE made and entered into this 21st day of January, 2012, by the undersigned Board of Trustees for COVENTRY PROPERTY OWNER'S ASSOCIATION, pursuant to the former "Third Revised Indenture of Trust and Restrictions", replaces in its entirety said former Indenture, signed 27 August, 2008, and recorded as document 200805589.

WITNESSETH, that **WHEREAS**, there has been filed in the Recorder of Deeds Office for Warren County, Missouri certain documents known as Plat No. one (1), slide A—145, of COVENTRY SUBDIVISION, being the original Plat, the same appearing in Plat Book three (3), at Pages 72 & 73 and attached thereto as Exhibit A, a legal description of the 354.62 acre tract known as the COVENTRY PROPERTY, Plat No. two (2), slide A-161, of COVENTRY SUBDIVISION, adds lots 64, 65 and 66, appearing in Plat Book three (3), at Page 104, Plat No. three (3), slide A—164, of COVENTRY SUBDIVISION, adds easements to lots 2, 3, 55, and 57, appearing in Book three (3), at Page 111, Plat No. four (4), slide A-190 of COVENTRY SUBDIVISION, adds lots 67, 68 and 69 on the West side of Highway 47, appearing in Plat Book three (3), at Page 163, and Plat five (5), slide A-191, of COVENTRY SUBDIVISION, adds lot 70 to the South side of COVENTRY, appearing in Plat Book three (3) Page 165 and,

WHEREAS, it is the intention of this Indenture to preserve said subdivision as a residential community and to that end, to adopt a plan and scheme of restrictions and apply the same to each lot in the subdivision as well as the common areas thereof and mutually to benefit, guard and restrict the present and future owners and occupants of any lots therein and to foster the health, welfare and safety of all who own or reside within the subdivision and,

NOW THEREFORE, the COVENTRY PROPERTY OWNERS ASSOCIATION does covenant, agree and dedicate, collectively and individually, for all property owners, for themselves, their successors and assigns, and for and on behalf of all persons who may thereafter derive title to, or otherwise hold through them, their heirs, successors and assigns, any of the lots in said subdivisions, as follows, to wit:

1. The COVENTRY PROPERTY OWNERS ASSOCIATION, does hereby invest the Board of Trustees, (Formerly known as the Board of Directors, paragraph 2 of the original Indenture.) and the Board of Trustees agrees to be invested, with the following powers and authorities:

(a) To exercise such control over the roadway easements shown on the recorded plat or plats as is necessary to maintain, supervise and insure the safe continuous use of such easements by the owners of lots in said subdivision and public utilities, including the right (to it and others to whom it may grant permission) to construct, operate and maintain, on, under and over said easements, the necessary roads, facilities, and utilities for service to the lots shown on said plat or plats.

(b) To publicly dedicate, upon the written request of the proper public agency, the private roads and easement rights therein or any portion or portions thereof. The Board of Trustees is specifically granted the authority to convey any and all road easements to the County of Warren, provided such roads and easements are accepted for maintenance by said county.

(c) Abandon any easement or portion thereof by executing and recording such instrument of abandonment in the office of the Recorder of Deeds of Warren County, State of Missouri.

(d) To prevent, in its own name as the Board of Trustees, violations of any express trust, any infringement, and compel performance of any restrictions in relation to said subdivision. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed on his own behalf, but the power and authority herein granted to the Board of Trustees is intended to be discretionary and not mandatory.

(e) To clean up rubbish and debris and remove grass and weeds, to trim, cut back, remove, replace, and maintain trees, shrubbery, flowers and improvements upon any vacant or neglected lots or property: and the owner or owners thereof may be charged with the reasonable expenses so incurred, which shall constitute a lien against the property on which such expenses have been incurred and shall be enforced in a like manner as provided for the collection of taxes and assessments as herein provided.

(f) To make annual uniform assessments upon and against the several lots or parcels of land in said platted subdivision or platted additions thereto for the purposes of carrying out the general duties and powers of the Board of Trustees as herein described and for the further purpose of enabling the Board of Trustees to pay taxes assessed against all platted common ground, defend and enforce restrictions, and to adequately maintain and improve roads, utilities, sewers, parking spaces, trees, and common ground. The amount of this annual uniform assessment will remain the same as the previous year annual assessment unless a vote of lot owners determines that a change is appropriate. If the Board of Trustees foresees a need to change this annual uniform assessment amount, the Board of Trustees will mail ballots to lot owners to the last known address of said lot owners, each lot representing one vote, and a majority of affirmative votes received will be required to amend this annual uniform assessment amount.

(g) The Board of Trustees may provide said subdivision with removal and disposal of garbage, rubbish and otherwise provide for the public health and welfare of the property owners. The Board of Trustees may enter into and assume contracts for such purpose,

covering such period of times as it may consider desirable. Obligations incurred under this paragraph shall be satisfied from the funds raised under Paragraph 1. (f), but if said funds so raised are insufficient in any one year to cover these obligations, then the Board of Trustees shall levy a uniform special assessment to meet such obligation. Said special assessment not to exceed the additional sum of \$100.00 in any calendar year.

(h) If, at any time, the Board of Trustees shall consider it necessary to make an assessment additional to the assessments above mentioned, it shall submit in writing to the owners of lots, for approval, an outline of the plan for the project contemplated, and the estimated amount required for completion of the same and the total assessment required. Provided, further, that before the levying of such additional assessment, a meeting of all of the lot owners of the recorded plats of said subdivision shall be called, and written notice, given of such meeting to the last known address of said lot owners where the bill for the regular annual assessment had been mailed, such meeting to be held at a place convenient in Warren or Franklin Counties not less than ten nor more than fifteen days after giving of such notice and upon a two-thirds (2/3) majority of those present in person, or by proxy or by absentee ballot at such meeting, and if the additional assessment is approved, the Board of Trustees shall notify all lot owners in said subdivision of the additional assessment in addition to the annual regular assessment, and such special assessment shall be a lien on the lots of said subdivision in the same manner as herein provided for the lien of the annual regular assessment.

(i) Every assessment, both regular and special, as determined by the Board of Trustees, shall become due and payable within thirty (30) days after notice is given as herein above provided. From and after the date when said payments are due, it shall bear interest at the rate of six per cent (6%) per annum until paid and such assessment and interest shall constitute a lien on said lot and said lien shall continue in full force and effect until said amount is fully paid.

(j) After determination of the due date of any assessment authorized herein by the Board of Trustees, the Board of Trustees may execute and acknowledge an instrument, in writing, reciting the levy of the assessment with respect to any one or more lots, cause the same to be recorded in the Recorder's office of the County of Warren, State of Missouri, and the Board of Trustees may (upon payment) cancel or release any one or more lots from the liability for said assessment by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Board of Trustees shall provide statements on an annual basis to all lot owners of the payments made to it on account of assessments.

(k) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which hereinafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessment. The Board of Trustees is authorized to employ counsel as it deems necessary to enforce and assist in the enforcement of this indenture.

(l) Nothing herein contained shall be construed to compel the Board of Trustees to make payment or incur any liability in excess of the amount which shall be paid into its hands as the result of assessments made against lot owners as herein provided.

(m) The Board of Trustees may establish a "Reserve" fund containing monies to be applied against expenses arising from such events as a natural disaster, an explosion, a fire, or other such unforeseeable event. The "Reserve" fund shall be a separate account from the

operating funds of the Association. The Board of Trustees may make deposits to this "Reserve" fund as operating funds permit. Before withdrawing "Reserve" fund monies to be applied against said expenses, a meeting of all the lot owners of the recorded plats of said subdivision shall be called, and written notice given of such meeting to the last known address of said lot owners, such meeting to be held at a place convenient in Warren County not less than ten nor more than fifteen days after giving of such notice. If a two-thirds (2/3) majority of those present in person at such meeting, or by proxy, or by absentee ballot, approve of the application of "Reserve" monies to said expenses, the Board of Trustees may make the approved withdrawal.

2. The Board of Trustees, in exercising the rights, powers and privileges granted to it and in discharging the duties imposed upon it by the provisions of this indenture may from time to time enter into contracts, employ agents, servants and employees as it may deem necessary and employ counsel and institute and prosecute such suits as it may deem necessary and advisable and to defend suits brought against the said Corporation, in its capacity as Governing Board.

3. The Board of Trustees of the Coventry Property Owners Association shall be elected by Association members. Each lot whose assessment has been paid in full shall represent one vote.

(a). The Board shall consist of four members. These shall be the President, Vice-President, Secretary, and Treasurer. (In the event of a tie vote, the President's vote will decide an issue.) The Secretary and Treasurer may be the same person with the fourth member being a member-at-large. Term of office shall be two years. In order to provide continuity on the Board, two of the four positions shall be elected every year. Board members shall not be elected to more than three consecutive terms, and two years must elapse before the same person holds office again.

(b). The election of Board Members shall be held at the annual meeting and lot owners shall be entitled to one (1) vote for each lot in which they hold an interest in fee or undivided fee. When authorized to vote and when more than one (1) person holds such interest or interests in any lot, all such persons shall be members, and the vote of such lot shall be exercised by a majority of said owners thereof. In no event shall more than one (1) vote be cast or allowed for each platted lot. Cumulative voting shall not be allowed.

(c). In the event that a board member resigns or is, for whatever reason, unable to complete the second year of their term, the Board of Trustees may appoint a successor to serve until the next regular election for board members at the next annual meeting. If this event should occur during the first year of a term, this appointment will only be in effect until the next annual meeting. In the latter case, it will be necessary to elect an additional board member in order to complete the remaining year of the foreshortened term.

(d). In the event that a board member is consistently absent from Board meetings, fails to perform the duties required of the office, or becomes a hindrance to the operation of the Board of Trustees, the Board may, by a concurring vote of the other three members, remove such a member and appoint a successor as provided in section 3(c).

4. The Coventry Property Owners Association hereby covenant with the Board of Trustees, its successor or successors in trust and all owners of lots of this subdivision, their grantees, lessees, assignees and heirs that the following general restrictions shall apply to all lots in the subdivision and each owner covenants:

(a) That the lot and the one (1) family residence to be erected thereon shall be owned and used as a family unit and that said residence and lot on which erected may not be owned, used or leased in any manner other than by members of a single family and their personal guests, and that no residence or lot in said subdivision may be owned, occupied, leased, rented or used by any club, group, corporation or organization or any similar body, as said subdivision is exclusively dedicated as a residential subdivision for family units.

(b) That not more than one (1) single family residence shall be erected on any lot in said subdivision. No building or other structure shall be erected closer to any street or road than the building line shown on the plat or plats of the subdivision, providing further, that no structure may be erected within seventy—five (75) feet of any side or rear lot lines as shown on the plat or plats of this subdivision. Provided however that the trustees may waive in writing the set back provided herein where such waiver is required by topographical considerations for the most aesthetic improvement of the lot on which such waiver is granted. The decision of the Trustee in this matter shall be binding on all parties acquiring land or lots in this subdivision.

(c) That no soft or bituminous coal shall be used as fuel in this subdivision unless written permission is granted by the Trustees.

(d) That horses may be kept on lots in said subdivision provided that such keeping of horses shall be restricted for the use, benefit and enjoyment of the members of the immediate family of the owners of said lots, and shall not be for commercial purposes of any kind. The Association specifically reserves the right to require the owner of any lot in said subdivision to reduce or eliminate any horses which constitute a nuisance to the owners or inhabitants of lots in this subdivision, and the determination of the existence of such nuisance shall be at the sole discretion of the Board of Trustees. No other livestock or poultry may be kept on lots of this subdivision without the written consent of the Board of Trustees, and such consent, if granted, may be terminated at any time.

(e) That none of the lots shown on the original plat or addition thereto of this subdivision may be subdivided into smaller units, nor may any portions thereof be sold or conveyed in any manner.

(f) That no commercial, industrial, mining or mercantile undertaking or any business of any type whatsoever may be conducted within the said lots in this subdivision.

(g) That firearms, pellet or B-B guns shall not be discharged in said subdivision other than in those areas specifically provided for this type of recreation.

(h) Only one sign, not to exceed eighteen (18) by twenty-four (24) inches, may be erected on any lot for resale purposes, and no other signs may be erected at any point within said subdivision without the written consent of the Board of Directors.

(i) No motor bikes, motor cycles, off the road all terrain vehicles, trail bikes or similar types of powered vehicles of any kind and description which in the opinion of the Board

of Trustees shall be injurious to the ecological climate of the development shall be operated on any road ways, easements, common ground or lots of this subdivision.

(j) Recreational vehicles such as pick-up campers, tent campers and motor homes may not be parked on any lot in this subdivision for more than a consecutive seventy-two, (72) hour period.

5. All of the lots and parcels of ground in said subdivision and platted additions thereto are hereby subjected to all of the restrictions herein set out, directing and limiting the use and occupation of said lots and every part thereof, and said restrictions shall operate as covenants running with land into whomsoever hands it shall come and the rights and easements herein contained are hereby made and declared to be easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said lots and each of them are to remain forever subject to the burdens and entitled to the benefits created in said easements and shall be enforceable at suit of any and every owner of any lot or parcel of ground in said tract and/or the Trustees by injunction or other proceeding, either in law or equity.

6. Subject to the provisions of this indenture, every member of the Coventry Property Owners Association shall have a right and easement of enjoyment in and to the common properties as designated on the respective plats and such easements shall be appurtenant to and shall pass with the title to every lot. The Association specifically reserves the right to charge reasonable admissions and other fees for the use of the common properties to any person not actually a member of the association.

7. The right of entry herein conferred upon said Coventry Property Owners Association shall not supersede or in any manner impair the right of any owner of any lot in said subdivision to sue in his own name to compel the observance by any other owner of a lot or lots in said subdivision of the restriction. The waiver or failure to enforce a breach of any restrictions shall not be a waiver of any subsequent breach or restriction herein set forth.

8. The restrictions herein contained are to be construed independently and in the event any of them should be declared void, or for any reason unenforceable, the validity and binding effect of the other restrictions shall not be thereby impaired or affected.

9. No building, either the original structure or additions thereto, additional structures, fence, wall, enlargement, change or alterations to any structure shall be commenced, erected or maintained upon any of the lots in this subdivision until the plans and specifications showing the nature, kind, shape, height, materials and location of the same on the affected lot shall have been submitted and approved in writing by the Board of Trustees. The Trustees shall have the right to disapprove and reject any plans, which, in its opinion, would be injurious or out of harmony with the present or future development of this subdivision, and in so passing on such plan, it shall have the right to take into consideration the type, use and color of materials and finish, the architectural design, and any and all other factors which, in its opinion, shall affect the desirability or suitability of the subdivision as a first-class, single family, residential area. No mobile homes, modular or aluminum buildings shall be permitted in this subdivision as residences or out-buildings unless said out-buildings and their location are approved by the Board of Directors in writing. The form, "APPLICATION FOR APPROVAL OF BUILDING DESIGN AND LOCATION", shall be used as the vehicle of approval. The minimum living area in each proposed residence plan shall be not less than twelve hundred (1200) square feet of living area.

10. In the event the Board of Trustees shall fail to approve or disapprove any design or location of any structure submitted to it within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the owner will be deemed to have fully complied with this article. The burden of proof that said design or location was submitted to the Board of Trustees shall be upon the owner.

11. No trees in excess of six (6) inches in diameter at base on each and every lot or portion thereof or the common grounds of said subdivision shall be removed by any person without first requesting permission to remove the same from the Board of Trustees. Such permission shall be granted in writing, provided however, that the Board of Trustees, in its sole discretion, may remove trees in fulfillment of the intent of this indenture.

12. In order to preserve the ecological quality of this subdivision all sewerage treatment and water systems must be initially approved by the Board of Trustees for the usage intended. In the event a system becomes inoperative due to usage, the Board of Trustees shall have the right to require the property owner to repair his sewerage or water system, and that such repairs bring the system into compliance with the specifications required by the Trustees. The Trustees shall use the State Health and Sanitation Codes as a guide in establishment of standards.

13. The Board of Trustees specifically reserves unto the members of the Coventry Property Owners Association the right to alter or amend these restrictions at any time, and such alterations and amendments shall apply to all lots in said subdivision, provided that such amendment shall not diminish the protection provided by these restrictions. Such proposed amendments shall be adopted by a simple majority of votes, absentee ballots and proxies cast at a meeting called by the Trustees or by any member of the Association. A notice of such meeting shall be sent to all property owners fifteen (15) days prior to the date of the meeting. Ballots and proxies shall be mailed with the meeting notice. Voting shall be by members present and casting ballots and absentee ballots and proxies. The Board of Trustees is further empowered to adopt such reasonable rules and regulations as are necessary for the orderly and peaceful use and development of lots, facilities and common ground in this subdivision.


**FOURTH REVISED INDENTURE OF TRUST AND RESTRICTIONS
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IN WITNESS WHEREOF, the Board of Trustees have hereunto set their hands the day and year first in this indenture written.

President: 
Scott Russell

Vice-President: 
Carol Fritschie

Treasurer: 
Michael Wakim

Secretary: 
William Guelker

STATE OF MISSOURI)
)
COUNTY OF WARREN) SS.

The foregoing Fourth Revised Indenture of Trust and Restrictions of Coventry Subdivision was subscribed and sworn to before me this 21st day of January, 2012, by Scott Russell, Carol Fritschie, Michael Wakim, and William Guelker, the Board of Trustees of Coventry Subdivision.

Witness my hand and official seal. *Leslie Richardson*

My Commission Expires:

