

E-MAIL

Date: 04/26/2010

From:

To:

CC:

Subject:

DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
KENDALLWOOD ESTATES
LOTS 1 THRU 22

The Real Property which is subject to this Declaration is located in Warren County, Missouri, and is particularly described as follows: Lots 1 to 22 inclusive of Kendallwood Estates, as said lots are marked and designated in the Plat thereof recorded on slide B-70 of Warren County Records.

AND WHEREAS, it is the wish and desire of the undersigned owners of said property, for the purpose of benefiting said property for the benefit that will inure to the said owners, their successors and assigns, and to all other persons, who may hold or may own, from time to time, any of the several lots covered by this instrument to impose the following Conditions, Covenants, Restrictions, Provisions and Declarations, to wit:

1. All streets and roadways as shown on said Plat of said Subdivision, are hereby dedicated for the private and perpetual use of the lot owners of Kendallwood Estates. Said streets and roadways shall be privately maintained by the Architectural Control Committee from a \$25.00 annual assessment to be due on July 1st of each year and if not paid by October 1st shall be recorded as a lien against property of said delinquent property owner and/or any other legal action as deemed appropriate shall be taken. If at any time the assessment does not adequately cover the cost of maintaining the streets it will be necessary for the Architectural Control Committee to acquire approval of 75% of the lot owners in order to raise the assessment. The Developer will choose three (3) lot owners to serve on the Architectural Committee. Said committee will serve for one (1) year, thereafter said Committee will be elected by a majority of the lot owners.

In the event, if ever, Warren County is petitioned for and approves public maintenance of said streets and roadways:

- a. Said streets and roadways shall meet the minimum acceptable standard provided by ordinance or law of the County.
- b. Said streets and roadways shall be dedicated for perpetual public use.
- c. Right of recovery costs by owners shall be considered waived..

2. No lot shall be used except for single family residential purposes.

3. No buildings, 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 Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures.

4. DWELLING SIZE. ABOVE GROUND LIVING SPACE OF DWELLING, exclusive of open porches and breezeways, shall have not less than 1000 square feet.. Earth homes will be permitted with approval of the Architectural Control Committee.

5. No roll tarpaper or shingles shall be used on any exterior wall. Any dwelling begun upon a lot shall be completed within six months thereafter. All footings, foundations and basements shall be constructed of poured concrete. No structure of a temporary nature, house trailers, tents or shack shall be placed, erected or maintained upon any lot. No basement erected or maintained on any lot shall be used, temporarily, or permanently, as a place of residence.
6. No lot shall be resubdivided or reduced less than 3 acres.
7. No roads shall be constructed or conveyed connecting Kendallwood Estates roads with other lands.
8. There shall be no automobile parked in the open view upon any tract unless the auto is licensed to be driven and is used on public roads a minimum of once every thirty days. This is to include any type of truck or motorized vehicle.
9. When dwelling improvements are erected on any lot, the owner shall at the time construct a sanitary sewage system of approved character to provide for the effective disposal of sewerage, in accordance with prevailing Government requirements.
10. No noxious or offensive activity shall be carried on at any time on any lot or in any building thereon. Nothing shall be done or be permitted to be done which may or shall become an annoyance or nuisance to other lot owners to diminish the enjoyment by any lot owner of his lot. No lot owner shall cause or permit an accumulation of refuse of any character on any lot whether improved or vacant, for the storage or parking of derelict automobiles or derelict vehicles of any kind or any part thereof.
11. No lot shall be used or maintained as dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
12. No person shall be permitted to live on any lot in Kendallwood Estates in a garage, outbuilding, trailer, temporary building or tent or other structure not designated as permanent or stationary. A residence conforming to all the conditions set forth in this indenture shall have been erected and completed prior to any occupancy thereof.
13. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred and/or kept upon any lot for any commercial purpose. Usual household pets may be kept so long as they are properly restrained on the owners property. Horses and cattle may be kept but shall not exceed a total of one (1) per acre.
14. The owner or owners of each lot shall keep all weeds and grass upon any lot owned by him, her or them, cut that such weeds and grass shall not exceed on (1) foot in height, without the express written consent of the Architectural Control Committee.
15. Restrictions as hereby set forth will be secondary to any County or other governmental restrictions.
16. The Architectural Control Committee is hereby composed of Richard Metts, Leslie Metts, Merlin Hutchison, and Iva Hutchison. A majority of the Committee may designate an additional member or members to the Committee or may designate a member or members to succeed members of the Committee. Said Committee hereby established, and additional and successive members of the Committee shall act with firmness and with responsible discretion to enforce these herein described covenants, conditions, and restrictions in order to maintain Kendallwood Estates as a desirable, harmonious, and compatible, first-class residential community.

In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction had been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These covenants may be changed, in whole or in part, at any time, if an instrument signed by a majority of the then owners of the lots agreeing to any such change has been recorded.

Any person or persons violating or attempting to violate any covenant, restriction, condition or limitation contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damages therefor: Any failure to enforce any covenant, condition, restriction or limitation contained herein shall not act as nor constitute a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the undersigned have executed these presents this 9th day of November 1984

Richard D. Metts
Richard D. Metts
Leslie A. Metts
Leslie A. Metts

Merlin Hutchison
Merlin Hutchison
Iva Hutchison
Iva Hutchison

STATE OF MISSOURI }
COUNTY OF WARREN } ss.

On this 9th day of November, 1984, before me personally appeared Richard D. Metts, Leslie A. Metts, his wife and Merlin Hutchison, Iva Hutchison, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written.

My Commission Expires: 8/12/87

Mary E. Frye
Mary E. Frye, Notary Public

MARY E. FRYE
NOTARY PUBLIC, STATE OF MISSOURI
WARREN COUNTY
MY COMMISSION EXPIRES AUGUST 12, 1987

STATE OF MISSOURI }
County of Warren } ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 14th day of December 1984 at 8 o'clock 45 minutes A. M., duly filed in this office for records and the same is truly recorded in the records in this office in book _____ on page _____

Witness my hand and official seal this _____ day of _____ 19____
By Richard D. Strittmann Deputy Recorder
Carol M. Frick Ex-officio Recorder

3935

AMENDMENT TO THE KENDALLWOOD ESTATES RESTRICTIONS

AMENDMENT - ARTICLE 4 Kendallwood Estates Restrictions recorded in book 287/877.

DWELLING SIZE - Above living space of dwelling, exclusive of open porches and breezeways, shall not have less than 1400 square feet, NO earth homes will be permitted.

Architectural Control Committee

Glenn Thompson, Jr.
James P. Martin
Don E. Love
Merlin Hutchison

Iris J. Schaper-Notary Public
State of Missouri
My Commission Expires Sept. 9, 1990

Signed: Iris J. Schaper



STATE OF MISSOURI } On this 13th day of October, 1987, before me personally appeared
County of Warren } Glenn Thompson, Jr.; James P. Martin; Don E. Love; and Merlin
Hutchison, Architectural Control Committee and being a majority
to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed of the Lot Owners in Kendallwood
Estates

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.
Iris J. Schaper
Notary Public

STATE OF MISSOURI } as in Recorder's Office
County of Warren }
I, [Signature], Clerk of Circuit Court and ex-officio Recorder for said County
certify that the foregoing instrument of writing was on the 13th day of Oct
1987 at 10:00 clock 00 minutes P. M., duly filed in this office for record; and
the same is truly recorded in the records in this office in book 400 on page 314
Witness my hand and official seal this 13th day of Oct 1987
L. G. Stoutman, Carolyn A. Fitch
DEPUTY RECORDER EX-OFFICIO RECORDER

RECORDED AND INDEXED

4608



REMOVAL OF RESTRICTIONS

Come now all of the owners of Kendallwood Subdivision and hereby agree and covenant that the restrictions of Kendallwood Subdivision are hereby removed and held for naught on Lots 23, 24, 25, 26, 27, 28 and 32 of Kendallwood Estates Subdivision.

H.K. Putnam Industries, Inc.

By Harold Putnam
Harold Putnam, President

Kendallwood Estates Landowners Association

By Jim Martin
Jim Martin, President

Randall Lee Schaeffer
Randall Lee Schaeffer Lot 1

Merlin Hutchison
Merlin Hutchison Lots 2, 10, 15, 21

Iva Hutchison
Iva Hutchison Lots 2, 10, 15, 21

Jim Martin
Jim Martin Lots 3, 4

Marie Martin
Marie Martin Lots 3, 4

Dan Love
Dan Love Lot 6

Gail Love
Gail Love Lot 6

Jim Vehige
Jim Vehige Lot 8 & 15

Carolyn Vehige
Carolyn Vehige Lot 8 & 15

Joe Cuevas
Joe Cuevas Lot 9

Donna Cuevas
Donna Cuevas Lot 9

Ed Bixby
Ed Bixby Lot 11

Patricia Bixby
Patricia Bixby Lot 11

Stephen Difatta
Stephen Difatta Lots 12, 13, 14

Janet Difatta
Janet Difatta Lots 12, 13, 14

Austin Jones
Austin Jones Lot 16

Donna Jones
Donna Jones Lot 16

Kevin Barnes
Kevin Barnes Lot 17

Jennie Walker
Jennie Walker Lots 18, 19

Glenn Thompson, Jr.
Glenn Thompson, Jr. Lot 20

Carolya Thompson
Carolya Thompson Lot 20

Joseph Runkles
Joseph Runkles Lot 22

Marie Runkles
Marie Runkles Lot 22

AGREEMENT

This Agreement is made and entered into and between Harold L. Putnam, President of K & K Pallet Company a division of H. K. Putnam Industries, Inc., hereinafter referred to as "Putnam", and the residential property owners of Kendallwood Estates Subdivision, hereinafter referred to as "Kendallwood", individually identified in Attachment A.

(A) Putnam desires to petition the Warren County Planning and Zoning Commission, for rezoning of lots 23, 24, 25, 26, 27, 28, and 32 of Kendallwood Estates subdivision from their current zoning designation of ~~residential~~ ^{AGRICULTURAL} to the commercial/industrial zoning designation. HCP

(B) Kendallwood has expressed concern that such rezoning would be detrimental to current property values of Kendallwood Estates Subdivision residential property owners unless a buffer area is established.

(C) Kendallwood intends to sustain opposition of Putnam's proposed rezoning change unless Putnam cooperates to establish a buffer area.

(D) Putnam and Kendallwood have agreed to establish a buffer area to protect Kendallwood Estates Subdivision residential property owners property values.

TERMS AND CONDITIONS:

In consideration of the mutual promises and covenants in this agreement to be faithfully kept and performed by Putnam and Kendallwood and each of them, their legal representatives, successors in interest, assigns, heirs and agents, Putnam and Kendallwood agree as follows:

(1) Putnam may petition the Warren County Planning and Zoning Commission for rezoning of lots 23, 24, 25, 26, 27, 28, and 32 of the Kendallwood Estates Subdivision to have the current ~~residential~~ ^{AGRICULTURAL} zoning designation changed to the commercial/ industrial zoning designation.

(2) Putnam will not request rezoning for lots 29, 30, and 31 of the Kendallwood Estates Subdivision as said lots are currently zoned ~~residential~~ ^{AGRICULTURAL} and restricted by deed to residential use only.

(3) Putnam will establish the buffer area, as described in Attachment "B" of this agreement, to protect property values of residential property owners of Kendallwood Estates Subdivision lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, by deeding said buffer area property to the owners of lots 14, 15, and 16, on the west or back side of lots 14, 15, and 16, as described in Attachment B of this agreement.

(4) In return for Putnam establishing the buffer area, Kendallwood will not oppose Putnam's petition for rezoning of lots 23, 24, 25, 26, 27, 28, and 32 of the Kendallwood Estates Subdivision.

(5) Upon filing a petition with the Warren County Planning and Zoning Commission, Putnam will execute three separate quit ~~claim~~ ^{deeds} for the property described in Attachment B to the adjoining landowners of lots 14, 15, and 16 of the Kendallwood Estates Subdivision. A Trustee of Putnam's choosing will hold said deed's until final approval has been obtained for rezoning lots 23, 24, 25, 26, 27, 28, and 32 of the Kendallwood Estates Subdivision from the Warren County Commission.

(6) Upon final approval of Putnam's rezoning request by the Warren County Commission, the trustee will transfer said Deed's to the appropriate new owners, thus establishing the described buffer area.

(7) In the event either Putnam or Kendallwood fails to comply with the provisions of this agreement, the injured party(s) may seek legal remedy with the appropriate court of jurisdiction.

(8) Putnam agrees to pay all cost associated with the petition to rezone, including, but not limited to survey of the buffer area, deed preparation and recording.

(9) This agreement shall be binding upon each of the parties, their legal representatives, successors in interest, assigns, heirs and agents.

(10) Kendallwood hereby agrees that it shall execute, to be held in escrow by Claude C. Knight, until rezoning is granted as above stated, an agreement of all the owners of lots of Kendallwood, that all restrictions of Kendallwood's Declaration of Covenants, Conditions and Restrictions, shall be removed from Lots 23, 24, 25, 26, 27, 28 and 32 of Kendallwood Subdivision, a subdivision in Warren County, Missouri, as shown on a plat thereof filed with the Recorder of Deeds of Warren County being Slide File B-70.

The parties have entered into this agreement by their signatures on the last date written below.

Executed by Putnam the 17 day of November, 1990.

Executed by Kendallwood the ___ day of _____, 1990.

K & K Pallett Company, a division of H.K. Putnam Industries, Inc.

By Harold L. Putnam
Harold L. Putnam, President

ATTEST:

Oliver M. Holt
First Bank
Warrenton, MO.

Kendallwood Estates Landowners Association

By Jim Martin
Jim Martin, President

ATTEST:

Glenn R. [Signature]

STATE OF MISSOURI)
COUNTY OF St. Charles) SS

On this 26TH day of November, 1990, before
me personally appeared Randall Lee Schaleffer *R. Lee Schaleffer*
and

the owner(s) of Lot(s) No. 1

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
he/~~she/they~~ executed the same as his/~~her/their~~ free act and deed.

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

Steve H. [Signature]
Notary Public
STEPHEN H. [Signature]
My term expires: NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAY 12, 1991

STATE OF MISSOURI)
COUNTY OF *St. Charles*) SS

On this *26th* day of *November*, 19*90*, before
me personally appeared *Merlin Hutchinson*
and *Iva Hutchison*
the owner(s) of Lot(s) No. 2, 10, 15, 21

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~they~~ they executed the same as ~~their~~ their free act and deed.

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

Notary Public
My term expires: *NOTARY PUBLIC*
ST. CHARLES COUNTY, MISSOURI
MY COMMISSION EXPIRES *MAY 12, 1992*

STATE OF MISSOURI)
COUNTY OF *St. Charles*) SS

On this 26th day of November, 1999, before
me personally appeared *Jim Martin*
and *Marie Martin*
the owner(s) of Lot(s) No. 3 and 4

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~books~~ they executed the same as ~~their~~ their free act and deed.

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

Stephen J. Jolly
Notary Public
STEPHEN J. JOLLY
MY term expires: NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY, MO
MY COMMISSION EXPIRES MAY 12, 1999

STATE OF MISSOURI)
COUNTY OF St. Charles) SS

On this 26TH day of November, 1990, before
me personally appeared Don Love Dr. Love
and Gail Love Dr. Love
the owner(s) of Lot(s) No. 6

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~that~~ they executed the same as ~~their~~ their free act and deed.

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

Steph J. Kelly
Notary Public
STEPHEN KELLY
My term expires ~~the~~ 1991
ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAY 12, 1991

STATE OF MISSOURI)
COUNTY OF St. Charles) SS

On this 26TH day of November, 1999, before
me personally appeared Jim Vehige *Jim Vehige*
and Carolyn Vehige *Carolyn Vehige*
the owner(s) of Lot(s) No. 8 & 15

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~that~~ they executed the same as ~~their~~ their free act and deed.

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

Steph [Signature]
Notary Public
STEPHEN [Name]
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAY 12, 1998

STATE OF MISSOURI)
COUNTY OF St. Charles) SS

On this 26TH day of November, 1990, before
me personally appeared Joe Cuevas Joe Cuevas
and Donna Cuevas Donna Cuevas
the owner(s) of Lot(s) No. 9

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~they~~ they executed the same as ~~his~~ ~~her~~ their free act and deed.

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

Stephen J. Smith
Notary Public
STEPHEN SMITH
My term expires NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAY 22, 1993

BOOK 308 PAGE 202

STATE OF MISSOURI)
COUNTY OF St. Charles) SS

On this 26TH day of November, 1990, before
me personally appeared Ed Bixby Ed Bixby
and Patricia Bixby Patricia Bixby
the owner(s) of Lot(s) No. 11

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~they~~ they executed the same as ~~their~~ their free act and deed.

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

Stephen Scatta
Notary Public
STEPHEN SCATTA
My term expires: NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY, MO
MY COMMISSION EXPIRES MAY 12, 1992

STATE OF MISSOURI)
COUNTY OF *St. Charles*) SS

On this 20 day of November, 1990, before
me personally appeared Stephen Difatta *Stephen Difatta*
and Janet Difatta *Janet Difatta*
the owner(s) of Lot(s) No. 12, 13, 14
to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~known~~ they executed the same as ~~their~~ their free act and deed.

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

Karen L. Putnam
Notary Public

My term expires: Karen L. Putnam Notary Public
State of MISSOURI, St. Charles County
My Commission Expires: 1993



STATE OF MISSOURI }
COUNTY OF St. Charles } SS

On this 26 day of 11, 1990, before
me personally appeared Austin Jones *Austin Jones*
and Donna Jones *Donna Jones*
the owner(s) of Lot(s) No. 16

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~that~~ they executed the same as ~~his~~ their free act and deed.

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

Stephen D. Curtis
Notary Public
STEPHEN CURTIS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAY 12, 1992

STATE OF MISSOURI)
COUNTY OF *J. Bates*) SS

On this *26TH* day of *November*, 19*90*, before
me personally appeared Kevin Barnes *Kevin Barnes*
and

the owner(s) of Lot(s) No. 17

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
he/~~she/they~~ executed the same as his/~~her/their~~ free act and deed.

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

Stephen H. Huth
My term expires: NOTARY PUBLIC
STATE OF MISSOURI
ST. LOUIS, MISSOURI
MY COMMISSION EXPIRES

STATE OF MISSOURI)
COUNTY OF *St. Charles*) SS

On this 26TH day of November, 1990, before
me personally appeared Janie Walker *Janie Walker*
and

the owner(s) of Lot(s) No. 18; 19

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~she~~/she/~~they~~ executed the same as ~~his~~/her/~~their~~ free act and deed.

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


Stephen A. Della
Notary Public
STEPHEN A. DELLA
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY, MO
MY COMMISSION EXPIRES MAY 12, 1992

STATE OF MISSOURI)
COUNTY OF *St. Charles*) SS

On this *26TH* day of *November*, 19*90*, before
me personally appeared Glenn Thompson, Jr. *Glenn Thompson, Jr.*
and Carolyn Thompson *Carolyn Thompson*
the owner(s) of Lot(s) No. 20

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~he/she/they~~ executed the same as ~~his/their~~ their free act and deed.

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

Alvin J. Hatcher
My term expires: 

STATE OF MISSOURI)
COUNTY OF St. Charles) SS

On this 26th day of November, 1990, before
me personally appeared Joseph Runkles Joseph M. Runkles
and Marie Runkles Marie Runkles
the owner(s) of Lot(s) No. 22

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
he/she/they executed the same as his/her/their free act and deed.

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

Stephen Giffatt
Notary Public
STEPHEN GIFFATT
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES MAY 12, 1992

STATE OF MISSOURI }
COUNTY OF } SS

On this 26th day of January, 1991, before
me personally appeared Elizabeth Bimschleger
~~xxx~~ Elizabeth Bimschleger
the owner(s) of Lot(s) No. 5

to me known to be the person or persons described in and who
executed the foregoing instrument, and acknowledged that
~~she/she/they~~ executed the same as ~~his/her/their~~ free act and deed.

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

Karen L. Putnam
Notary Public
My term expires: Karen L. Putnam, Notary Public
State of Missouri, St. Charles County
My Commission Expires Nov. 8, 1993



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SEARCHED and INDEXED

STATE OF MISSOURI }
County of Warren } ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that
the foregoing instrument of writing was on the 26th day of January
at 10 o'clock 10 minutes PM, duly filed in this office for record: and
the same is truly recorded in the records in this office in book 508 on page 19
Witness my hand and official seal this 26th day of Jan 1991

By Carolyn M. Frick CAROLYN M. FRICK
DEPUTY RECORDER DEPUTY RECORDER

6510