

# *the Aspenhof guide*

INFORMATION FOR THE PROPERTY OWNERS OF ASPENHOF

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Welcome to all property owners:

The Trustees of Aspenhof are pleased to present the Aspenhof guide. We believe you will find it contains important and useful information.

Over the years policies have been modified and procedures changed in keeping with the times. This manual presents an organized list of important information in one notebook. The Indentures and Rules are key to maintaining Aspenhof's community and security. Many sections contain extracts and summaries from the indentures and restrictions. This will help in providing you with an easy understanding. Please take the time to review the contents; in particular Section 3 on Rules and Policies, and Section 6 on Security. We believe you will discover what makes Aspenhof unique and treasured by its property owners. Occasionally our policies are updated to meet current needs. This guide is the property of the Aspenhof Trustees and may not be copied or distributed without permission of the Trustees. This booklet is to remain with the property when it is sold.

Please note that if there is any conflict or inconsistency between the Aspenhof guide and the Indentures, the Indentures will govern.

Please contact any trustee with any comments or suggestions. They are always welcomed.

*Updated 16 August, 2019, Danny Hommes*

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## Section 1

About Aspenhof

Who Looks After Aspenhof?

What to Do at Aspenhof?

Typical Annual Regatta Weekend

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## About Aspenhof

Aspenhof was developed and built by Edmund Boyce, who also developed Innsbrook and Innsbrook Estates. Taking the A-Frame out of the mountains and into St. Louis was Boyce's brain child. Boyce went to college in Colorado spending his fair share of time on the slopes. It was there he spotted his first

A-Frames. When he came back to St. Louis, A-Frames were still on his mind. So with the help of an uncle, he built his first one. "It was sort of with an idea that I could sell more," he said. On Memorial Day weekend in 1964, Boyce and his partners opened a new recreational development in Warren

County, west of St. Louis. When Aspenhof was finished in 1974, they had sold 151 A-Frames. Most of those A-Frames remain at Aspenhof. Next came Innsbrook, which also sold out. Innsbrook Estates and others are Ed's current projects.

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## Who Looks After Aspenhof?

Aspenhof is cared for by a nine member Board of Trustees. Three trustees are elected each year by the property owners, for a three year term. All property owners may run to become a Board of Trustees member. The only requirement is that you must have owned property in Aspenhof for at least one year. The association maintains

common use roads, beaches, boat storage ramps, lakes and all public areas owned and used by property owners. An annual assessment covers these costs. There is another nominal annual assessment for boat owners to store boats at the main lake. Meetings are held during the year to discuss matters of common interest, ranging from elections of trustees, budgets

and generally what's happening. A newsletter: the Aspenhof Announcer is published three to four times a year to keep property owners informed of meetings and current events. Property owners may advertise items for sale or wanted to buy. Stories and memories about Aspenhof are always welcomed.

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## What to Do at Aspenhof?

Aspenhof is a private recreational area. Because it is less than an hour from St. Louis, it attracts individuals who do not want to spend hours in a car driving to far-off destinations for a place to relax. Aspenhof is owned by the property owners which must be individuals or trusts, rather than corporate entities. To maintain maximum privacy each cabin is located on an average of three acres. Four lakes provide for boating, swimming and fishing. The lakes are stocked with fish and maintained by the association. A long sandy beach on the main lake provides hours of lakeside enjoyment. Canoes, sail, paddle and john boats are all allowed. Boat racks are provided for storage on the lake edge of the main lake for a small annual fee. Motors and loud radios are not allowed, so that we can preserve the quiet and serenity along with the natural beauty of the area. Aspenhof is where you come to unwind... where you come to get away from it all... where you spend the day at the beach or read a book, play horseshoes, go for a walk on the nature trail, take your boat and paddle slowly around the lake or fish, or get a card game going with friends! Other small lakes provide a change for the fisherman while another has a small beach for the sun bather. How little or how much you do is up to you. If you're a golfer, Warrenton has a choice of two golf courses, both around ten minutes away. The championship Innsbrook course is about twenty minutes away. The Labor Day Regatta weekend gives the property owners the opportunity to participate in a host of activities. A typical program is included on the following page.



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## Typical Annual Regatta Weekend

### SATURDAY

<u>EVENT</u>	<u>TIME</u>	<u>LOCATION</u>
FISHING CONTEST (LARGEST, MOST)	1:00 A.M. - NOON	ALL LAKES
FUN RUN	REGISTER 7:45 A.M. START 8:00 A.M.	BEACH AREA
FUN WALK REFRESHMENTS AT THE FINISH LINE	REGISTER 8:00 A.M. START 8:15 A.M.	BEACH AREA
HORSESHOE GAMES	9:15 A.M. REGISTER BY 9:00 A.M. BE THERE 15 MINUTES PRIOR TO YOUR MATCH OR FORFEIT YOUR GAME	HORSESHOE PITS
KID'S CORNER	10:00 A.M. – 12 NOON	BEACH AREA
SAILBOAT RACES	10:30 A.M.	BIG LAKE
PADDLE BOAT RACES	AFTER THE SAILBOAT RACES	BIG LAKE
CANOE RACES	AFTER THE PADDLE BOAT RACES	BIG LAKE
HOLE-IN-ONE GOLF (ADULT & JUNIOR)	11:00 A.M. - 1:00 P.M.	NORTH OF BEACH AREA
ROSEMARY'S DELIGHTS ICE CREAM AVAILABLE FOR PURCHASE	11:00 A.M.	BEACH AREA
SAND CASTLE CONTEST SAND SCULPTURE CONTEST	JUDGING AT 12 NOON INCLUDE CATEGORY, NAME & CABIN # ON ENTRY FORM	BIG LAKE BEACH IN DESIGNATED AREAS
SWIMMING RACES	1:00 P.M.	BIG LAKE
RAFT RACES	AFTER SWIMMING RACES	BIG LAKE
WATER BALLOON TOSS	AFTER RAFT RACES	BIG LAKE
PHOTO CONTEST WOODWORKING/ARTISAN/CRAFTER ARTIST'S CONCEPTION	JUDGING AT 3:30 P.M. SUBMIT ENTRIES BY 3:30 P.M. INCLUDE NAME & CABIN # ON ENTRY FORM	ASSEMBLY AREA
WORSHIP SERVICE	4:30 P.M.	ASSEMBLY AREA
1 <sup>st</sup> PLACE WINNERS ANNOUNCED	5:30 P.M.	ASSEMBLY AREA
BBQ	6:00 P.M.	ASSEMBLY AREA
MUSIC AND DANCING	7:30 P.M.	ASSEMBLY AREA

### SUNDAY

ANNUAL OWNERS' MEETING ELECTION OF NEW BOARD MEMBERS ALL PROPERTY OWNERS ARE ENCOURAGED TO ATTEND	11:00 A.M.	ASSEMBLY AREA
ANNUAL CABIN TOUR	1:00-3:30 P.M.	SEE INFORMATION SHEET AND MAP FOR DETAILS

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## Section 2

### 2019–2020 Trustees

Pam Graeler (Common Grounds)  
523 Rustic Valley Drive  
Ballwin, MO 63021  
Cabin #82  
dpgraeler@gmail.com  
314-401-9009  
Term: 2018-2021 (1st)

Matt Hashley (Permits/Inspections)  
1032 Bridlewood Vallet Pt  
High Ridge, MO 63049  
Cabin #49  
matt@matthashley.com  
314-341-7413  
Term: 2018-2021 (1st)

Mark Bremehr (Security)  
414 Bismark Ave  
Webster Groves, MO 63119  
Cabin #34  
(314) 960-5092  
markbremehr@sbcglobal.net  
Term: 2018-2021 (1st)

Danny Hommes (Chair)  
12 Oxford Pl.  
St. Charles, MO 63301-4738  
Cabin #137  
636-947-0205  
danny@pixelography.net  
Term: 2019-2022 (2nd)

Jacob Kleekamp (Lakes)  
318 Charity Dr  
Lake St. Louis, MO 63367  
Cabin #86  
jacobkleekamp@yahoo.com  
314-724-9296  
Term: 2019-2022 (1st)

Kimberli Moore (Treasurer)  
428 Saint Gemma Drive  
O'Fallon, MO 63366  
Cabin #20  
kimberli.a.moore@gmail.com  
636-578-8677  
Term: 2019-2022 (1st)

Patrick Kohring (Secretary/Newsletter)  
1120 Albany Ct.  
St. Louis, MO 63119-4733  
Cabin #55  
314-348-0070  
pckohring@gmail.com  
Term: 2017-20 (1st)

Garry Stockmann (Roads)  
2938 Bayberry Ridge Dr.  
St. Louis, MO 63129  
Cabin #92  
314-568-5664  
garry.stockmann@sbcglobal.net  
Term: 2017-20 (2nd)

Kim Dolson (Events)  
278 Dickens Farm Ln.  
Ballwin, MO 63021-6581  
Cabin #99  
314-616-3301  
dolsonkim@charter.net  
Term: 2017-20 (2nd)

*You can email all of the Trustees at once using <trustees@aspenhof.info>.*

*All property owners may run to become a Board of Trustees member. The only requirement is that you have owned property in Aspenhof for at least one year. Submit your name to the Secretary to be placed on the Ballot. Three Trustees are elected each year to serve a 3-year term with a maximum of 2 terms. The Board meets regularly and attendance is required at all meetings.*

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## Section 3

Aspenhof Property Inspection

Aspenhof Rules and Policies

Rules and Policies, Additional Explanation



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## Aspenhof Property Inspection

The indentures provide for the Trustees to inspect all property on an annual basis. Inspections are to provide and protect all of Aspenhof against hazards and potentially dangerous situations. Additionally, its overall appearance has a major effect on property values. You can help by reviewing the general condition of your cabin grounds. We offer these general guidelines for the review of your property:

### General Inspection Guidelines:

Driveway and Parking Areas – Examine for poor conditions such as heavily washed or deeply rutted. This represents a hazard for you, your guests, the meter reader and any emergency vehicles should they be required. Remember, you can be held liable if someone is hurt on your property.

General Grounds Conditions – Look for those items that you have been going to throw out, pick up or put away such as that old water heater, the rusted out bar-b-que grill, the old refrigerator, rotten wood from the deck, discarded air-conditioners, shower stalls, toilets, sinks etc.

Cabin Condition – This area of inspection is concerned with the outside including the overall safety and structural integrity of the cabin. Key areas of inspection include the deck and stairs for soundness and safety. The main deck beams also support the front of the cabin. It is critical that these beams are in good condition to maintain building integrity. Major settling, glass breakage, etc. will occur if in poor condition. Stain or paint where needed. Look around and under your cabin for orderly storage. Check storage buildings, (if any) for good repair. Remember that all new storage buildings must be attached or under your cabin and approved by the board. Broken sewer and vent lines pose a health hazard and should be examined for breakage or cracks.

The inspecting Trustees have and will continue to be flexible in working with owners whose property is not in compliance with the indenture standards outlined above. Those property owners who have repeatedly misused the extended time from the Trustees will find the terms of the indentures actively enforced where misuse is evident. It's very important that we all work together. In recent years we have witnessed a rebirth of Aspenhof. A new spirit and pride has arisen. If you need assistance in cleanup, repair, and/or maintenance, you may wish to refer to Section 5 of this guide for a list of tradesmen who could help.

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## Aspenhof Rules and Policies

- 1) There shall be no open fires at any location in Aspenhof unless specifically authorized by the Board of Trustees.
- 2) All dogs shall be kept on a leash and no dogs shall be allowed in the sand beach area.
- 3) No boats shall be operated within the swimming beach area of Aspenhof lakes. There shall be NO boat motors of any kind (gasoline powered, electric trolling, etc.). All boats used on Aspenhof lakes shall be numbered with the numerals corresponding to the lot number of the boat owner.
- 4) All lots shall be maintained in a safe condition and all cabins shall be maintained in a prudent and reasonable manner in keeping with the natural beauty of Aspenhof.
- 5) There shall be no excess radio playing or noise in the beach area.
- 6) There shall be no glass bottles or other glass containers allowed in the sand beach area or on the swimming platforms.
- 7) There shall be no fishing or fishing equipment allowed in the sand beach area or on the swimming platforms.
- 8) No vehicles shall be operated in excess of 15 MPH on the Aspenhof roads, or off-road.
- 9) No motorcycles, ATVs or golf carts shall be operated within Aspenhof.
- 10) The gate into Aspenhof is to be kept locked when vehicles are not passing through the entrance.
- 11) A valid hangtag must be displayed at all times on ALL vehicles within Aspenhof.
- 12) Lockboxes for leaving keys at any Aspenhof gate are NOT permitted. Leaving keys at any gate is NOT permitted and found keys are to be retained and reported to the Board.
- 13) Discharging firearms or fireworks is not permitted within Aspenhof unless specifically authorized by the Board of Trustees.
- 14) No toll calls may be charged to the Aspenhof telephone at the beach.
- 15) A satellite dish requires an approved permit prior to installation.

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## Rules and Policies, Additional Explanation

- 1) Fires at Aspenhof are devastating as the distant location of the fire department precludes immediate response. Leaves, fallen tree branches and BBQ grills all present a fire hazard. We earnestly recommend that all grilling be done on the gravel driveway and not on the deck. Hot charcoal falling on decks has burned two cabins and surrounding areas. Fire losses now total 5 cabins which has a direct impact on everyone's insurance rates.
- 2) Dogs like to roam, dogs like sand and the beach represents an ideal bathroom spot. This is a very unpleasant surprise for anyone using the beach. Equally unpleasant is finding your neighbor's dog looking into your cabin or barking early in the morning.
- 3) Boats in the designated swimming area present a potential hazard for all swimmers, large and small. Boat numbers are required to protect your property and to maintain the safety and appearance of the lake area. Abandoned and unnumbered boats will be removed from the boat storage area.
- 4) Proper lot and cabin maintenance is important to every property owner's financial advantage. In recent years, the property values within Aspenhof have risen sharply. It is in everyone's interest to maintain the appearance and safety of each individual property.
- 5) Aspenhof is a peaceful, quiet place that many come to use to unwind and relax. Loud radios and music are annoying especially due to the differing standards of musical tastes. Ear phone music players are encouraged or please keep your radio very, very low. Sound carries surprisingly well over water. The same consideration is appropriate at your cabin as sound carries and echoes throughout the woods.
- 6) Glass breaks on occasion. Broken glass and bare feet don't go well together.
- 7) No fishing in the beach area. No fishing equipment in the beach area (including the terraces). Stepping on fish hooks is painful and dangerous. We have many very young children who use the beach area. The NO FISHING area includes anywhere on the sand from the concrete spillway to the trees at the edge of the boat storage area.
- 8) Speed and water destroy gravel roads. Rain water is controlled by shedders on the road, often mistaken as speed bumps. Speeds over 15 mph on loose gravel roads tend to do damage to the road and to your automobile. Additionally, many people walk the roads to enjoy Aspenhof. Stopping is poor, at best, on gravel and almost impossible at higher speeds. The roads represent the single highest budget cost for the owners. 15mph helps to maintain the integrity of the roads and to control this cost. Off-road use is environmentally unsound.
- 9) Aspenhof is not an ATV community; Motorcycles, ATVs, golf carts and other small powered vehicles are not allowed.

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- 10) The gate at the entrance to Aspenhof is critical to security. It is our best and first line of protection from vandalism. Unauthorized “guests” can be a problem and a liability.
- 11) Security at Aspenhof is everyone’s responsibility. Letting property owners in when entering or leaving is a courteous gesture, but please check their Hang Tags before you do. Do not automatically let waiting cars enter unless they display a valid Hang Tag. If they don’t have a VALID Hang Tag, they are unauthorized. Remember, it is your responsibility to meet your guests, service providers, etc. at the gate. Valid Hang Tags are required on ALL vehicles at ALL times. An expired Hang Tag or old key is not acceptable.
- 12) The purpose of numbered, non-duplicable keys is so that all owners maintain responsibility for who they allow to enter Aspenhof. Putting a lockbox at the gate directly defeats this purpose and would be the same as allowing keys to be copied. This is what led to wide spread vandalism in the past. For this reason, we do not allow any owner, utility, or contractor to ‘hide’ keys or place lock boxes at the gate.
- 13) Fireworks present a serious fire hazard. Please refer to item #1. Discharging a firearm in Aspenhof is not permitted because our cabins are in close proximity, residents walk in the woods and kids play in the woods, etc. This firearm restriction does not apply to the use of BB and pellet guns on private property. Use there is at the cabin owners’ discretion and BBs and pellets discharged must stay within their borders.
- 14) The beach phone exists for emergency use only, not as a private phone. Phone charges are identified and billed to property owners. Abuse of this phone would result in its removal.
- 15) The following are guidelines for installation of satellite dishes. Under the indentures, a permit from the Board is required before installation. The purpose of the satellite guidelines is to preserve the character of Aspenhof, while insuring that owners are able to receive an adequate reception signal.
- The preferred installation (if adequate signal can be obtained) is on the cabin building.
  - Consideration should be given to placement in the least conspicuous location. If a remote site (not on the cabin itself) is necessary due to inadequate reception, the dish should be camouflaged.
  - Dish support should be tall enough to allow for a signal, but should be no more than three feet tall.
  - Limit of one dish per cabin.
  - Dish should be appropriately grounded for fire safety.

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## Section 4

### Emergency Phone Numbers

For any EMERGENCY: 911

Police, Warren County Sheriff – (636) 456-7088

Fire, Marthasville Fire Department Station 1 – (636) 433-4220

Ambulance, Warren County – (636) 456-8413

### Hospitals

SSM St. Joseph's Hospital Wentzville, 500 Medical Drive, (636) 327-1000

SSM St. Joseph's Hospital West Lake St. Louis, 100 Medical Plaza, (636) 625-5200

BJC St. Peters, Caves Springs Exit & I-70 at Jungermann Rd, (636) 441-6500 (636) 447-6600

Washington, St. Johns Mercy, 901 E. Fifth Street, (636) 239-8000

### Utility Numbers

Electric - Cuivre River Electrical Co-op, (800) 392-3709

Phone - CenturyLink, (800) 201-4099

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## Section 5

### Area Services

Churches, Grocery Stores, Shopping and Restaurants can be found in Warrenton, Marthasville, Washington, and Wright City in almost every variety and type desired. Please refer to the local phone books for details.

### Golf Courses

Foristell, Incline Village Golf Course (636) 463-7274

Warrenton, Warrenton Golf Course (636) 456-8726

Warrenton, Country Lake Golf Course (636) 456-1165

Wright City, Innsbrook Resort & Conference Ctr. (636)745-3000 / (636) 928-3366

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## TRADESMEN LIST – ASPENHOF AREA

### Carpentry, Construction & Concrete Work

- Dennis Brinkman – St. Louis – (636) 451-3098
- Mark Bremehr – Cabin 34 – (314) 960-5092
- Don Hoeft – Marthasville – c(314) 452-4751, h(636) 433-5295
- Dan Miesner – Warrenton – (636) 456-3502

### Chimney Sweep

- Powell's Chimney Service-Wentzville – (636) 327-5728

### Deck Cleaning and Sealing

- Smith Brothers Power Washing – Brentwood – (314) 961-3876
- Tom Walsh – (636) 322-0455
- Buzz Howell, Cabin 26 – (314) 984-0159

### Driveway Grading

- Jim Marschel – Dry Fork Lawn Service – (636) 456-8513

### Electrical

- Gellhausen Electric – Warrenton- (636) 456-2514
- Dames Refrigeration & Heating – Warrenton – (636) 456-8323
- Longhibler Heating & A.C. – Warrenton – (636) 456-4979

### General Maintenance

- Ambrose Hellebusch – Marthasville – (636) 932-4896
- Steve Miller – (314) 486-2775

### Gravel and Rock

- Hasenjaeger Trucking, Inc. – Marthasville – (636) 433-2311

### Heating & Air Conditioning

- Fuhr's Heating & Cooling – Augusta – (636) 228-4599
- Dames Refrigeration & Heating – Warrenton – (636) 456-8323
- Longhibler Repair – Warrenton – (636) 456-4979

### L.P. Gas

- Blue Flame Gas Co. – Marthasville – (636) 433-2248

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## Tree Service

- Reid's Tree Service – Warrenton – (636) 946-4446

## Locks & Locksmiths

- Dale's Key Service – Wentzville – (636) 327-7335
- Gibson's Locksmith Service – Warrenton – (636) 456-8071

**NOTE:** *Problems with gate lock, call a Trustee. Do **not** spray with oil, WD40, graphite, etc.*

## Lumber & Building Materials

- Chic Lumber – Warrenton – (636) 456-3342
- Marthasville Lumber & Supply – (636) 433-2253

## Plumbing

- Heggeman Plumbing – Warrenton – (636) 456-8524
- Hoffman Plumbing – Warrenton – (636) 456-4244
- McWilliams Service, Inc. – St. Louis – (314) 423-8369

## Septic Tanks – Cleaning and Installation

- O'Fallon Sewer – O'Fallon – (636) 281-2200

## Towing & Auto Service

- Carl's Garage (AAA) – Treloar – (636) 932-4262
- Warrenton Tire and Muffler – (636) 456-4355

## Water

- Hubie Kluesner – Marthasville – (636) 433-2320
- P&J Water Hauling – Wright City – (636) 745-8721

## Well Drilling/ Pump Sales & Service

- Schoepfer Well Drilling – (573) 484-3214
- W. F. Schnell – (314) 828-5422

For any additions/deletions comments or reviews please contact:

Danny Hommes, Trustee, Security: (636) 947-0205, or [danny@pixelography.net](mailto:danny@pixelography.net)



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## Section 6

### Security History

#### Aspenhof's Security Procedures

#### Hosting Large Groups – Your Responsibility

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## Security History

Several cabins have changed hands in recent years. New owners have become new friends. Some have asked about the security procedures and rules of Aspenhof. Why do we have the tag and key restrictions? When do they change? Can't we just make copies? These procedures came about in the mid 1990s. Paul Fleming was a Trustee at the time. The following is an account of the events and reasons for decisions that were made to implement our current system. To those who've been around a while, it's an old story, but one worth repeating...

Aspenhof, in the past, always seemed to have a couple of "break-ins" a year, but as time went by and properties improved, the break-ins became increasingly costly. Additionally, there were five A-frames that burned down completely (three of which were labeled suspicious by the insurance company).

The problems became very serious in 1994, when 15 properties were vandalized. Trustees were at odds about what to do. Property owners were very angry. Several people opted to sell, as insurance rates increased and owners felt threatened and no longer secure. Our property values suffered.

In 1995, 12 more properties were severely vandalized and insurance companies paid out an estimated \$175,000 for repairs.

Rates were increased significantly. Two companies cancelled policies and today, there are still some companies that will still not write in Aspenhof. That was the last straw.

Security professionals, like lawyers, often charge high hourly rates as well as requiring large retainer fees. As it turned out, this was almost beyond our budget.

A St. Louis Corporation came to our rescue and "loaned" us a security professional who spent time reviewing our problem and our budget. Our current security procedures are a direct result. His advice has paid off in a big way. Since its implementation in 1995, there have been very few incidents. Those which have occurred have been relatively minor.

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## Aspenhof Security Procedures

- 1) The lock on the entrance gate is a patented, non-duplicable key lock. It retains a key when open.
- 2) Each cabin is issued 2 keys at no charge. Owners may purchase additional keys at a cost of \$100 each. Owners who have additional keys will receive additional keys when they are changed at no additional cost. The maximum number of keys issued to any property will be four.
- 3) Lost keys will be replaced at a cost of \$100 each, when the owner files a written report with the Trustees and requests a replacement key.
- 4) Owners' identification Hang Tags will be issued to owners, one per key. These tags MUST be displayed on your car at all times when you are in Aspenhof. Any car not displaying a proper owners' or guest tag within Aspenhof will be reported to the Warren County Sheriff's Department.
- 5) One guest tag per key will also be provided to owners. If you have a need for more guest tags for particular times at Aspenhof, temporary guest tags will be provided. Again, any car not displaying a proper owners' or guest tag within Aspenhof will be reported to the Warren County Sheriff's Department.
- 6) Owner and guest tags will be changed each year, dated and color-coded for that year. New tags will be distributed to owners who have paid their annual assessment.
- 7) The locks will be changed every three years. New keys will be distributed in the same manner as tags, to owners who have paid their annual assessment.
- 8) Any funds generated by replacement key sales, etc., will be used to mitigate the cost of new locks, tags, etc.
- 9) The Trustees will hire a guard at the gate for Labor Day Weekend (and consider it for other "big" weekends) to check identification and facilitate entry for owners.

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## Hosting Large Groups

### Your Responsibility

Aspenhof is a private recreation area where we come to relax and unwind. The association permits and recognizes property owners may, on occasion, invite non-family groups such as; boy or girl scouts, church or similar groups. Liability and the association insurance require that your request must be made to the Trustees before your group arrives. Here is what you must do: state the number of people expected, number of adults for supervision for the group, if they are not adults. Additionally, the date(s) and number of temporary HangTags required for your group.

Please make your groups, and all guests, aware of the Rules and Regulations of Aspenhof. Aspenhof belongs to all of us. We are all willing to share but not at the expense of losing our privacy and creating a potential liability problem for the property owners.

Remember that ALL non-family groups require Trustee approval before arrival. Hang Tags are required on ALL vehicles. Temporary Hang Tags are available from the Board Member for Security.

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## Section 7

When You Sell

Letter for Realtors

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## When You Sell

There comes a time when we all must make difficult decisions. For most of us, selling our cabin will certainly rank among these. We have come to know Aspenhof as our summer fun place, as a second family of friends, or just a peaceful retreat from the work-a-day world. However, a little or unused “cabin in the woods” will deteriorate and lose value if not maintained and the value of our properties has nicely appreciated in recent years.

If the time has come to say goodbye and pass along the enjoyment of Aspenhof to the next generation, this section furnishes information to assist in a smooth transition for both you and the new purchaser. Missouri Real Estate disclosure laws require that all

details regarding indentures, inspections, occupancy permits, etc. are provided to prospective purchasers. We have outlined this information for both the Realtor and the purchaser. A copy of Page 7-3 addressed to Realtors should be given to the listing agent. This information outlines the important details for the Realtor and avoids any misunderstanding. If you sell without a Realtor, you must convey this information to prospective purchasers and the trustees. A welcoming letter from the Trustees along with your copy of *the Aspenhof guide*, gate keys and HangTags will provide a welcome and assist in an easy transition into the Aspenhof community.

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From: Aspenhof Board of Trustees  
To: All Real Estate Sales Personnel  
Subject: Sale of Aspenhof Property

Aspenhof is a private recreation area, owned by the property owners and governed by a Board of Trustees. Aspenhof has Indentures, Covenants and Policies to maintain its integrity and private nature.

We offer the following information to avoid any misunderstanding.

- For Sale signs are limited to one standard real estate sign (18 x 24) at the selling property.
- Lock boxes are not permitted on or at the main entrance gate. Gate keys are high security and cannot be duplicated.
- An occupancy permit is required before the property can be used by the purchaser.
- Trustees are to be notified of the property sale within five days of closing. It is recommended that notification occurs prior to sale, thus permitting inspection and permits to be issued for closing thus avoiding occupancy delays.
- *'the Aspenhof guide'* contains details and information on covenants, restrictions and policies. A copy is in possession of each owner and should be transmitted along with all gate keys to the purchaser at closing.
- Aspenhof is for recreational use only and full time residency is not permitted.

Please contact the Trustees should you have any questions.

# *the Aspenhof guide*

INFORMATION FOR THE PROPERTY OWNERS OF ASPENHOF

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## Section 8

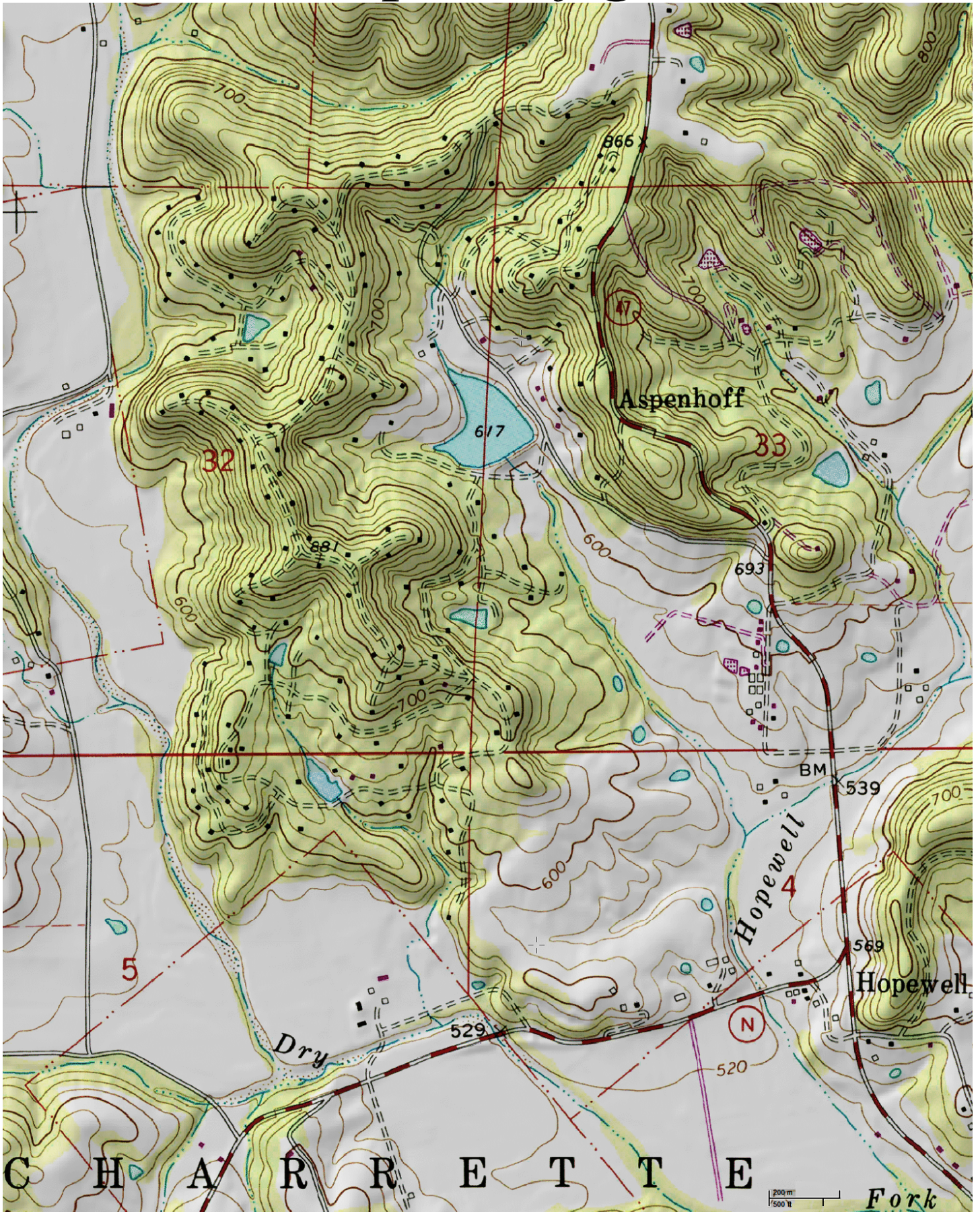
Topographical Map of Aspenhof Area

Aspenhof Plat Map

Driving Directions to Aspenhof

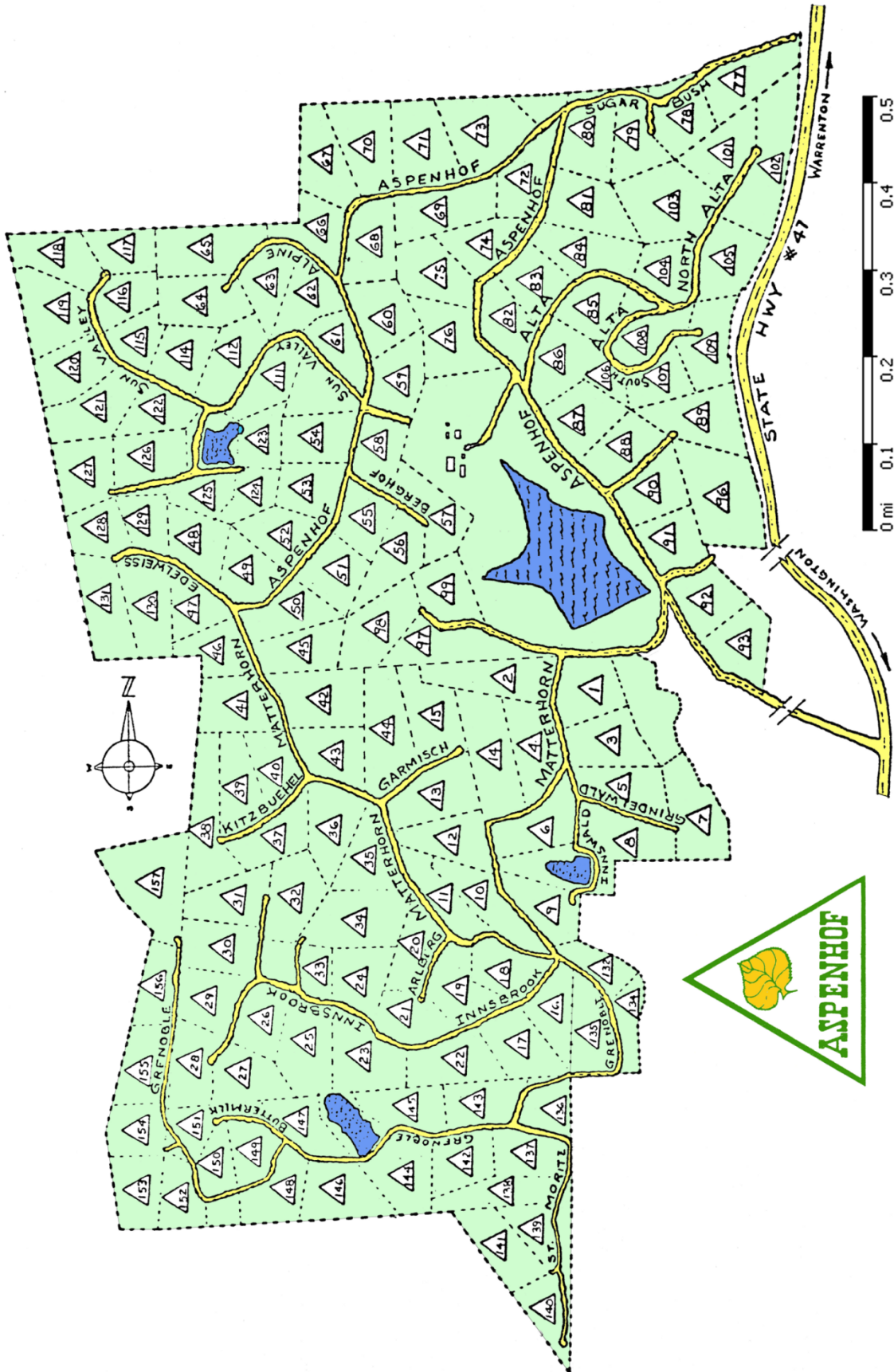


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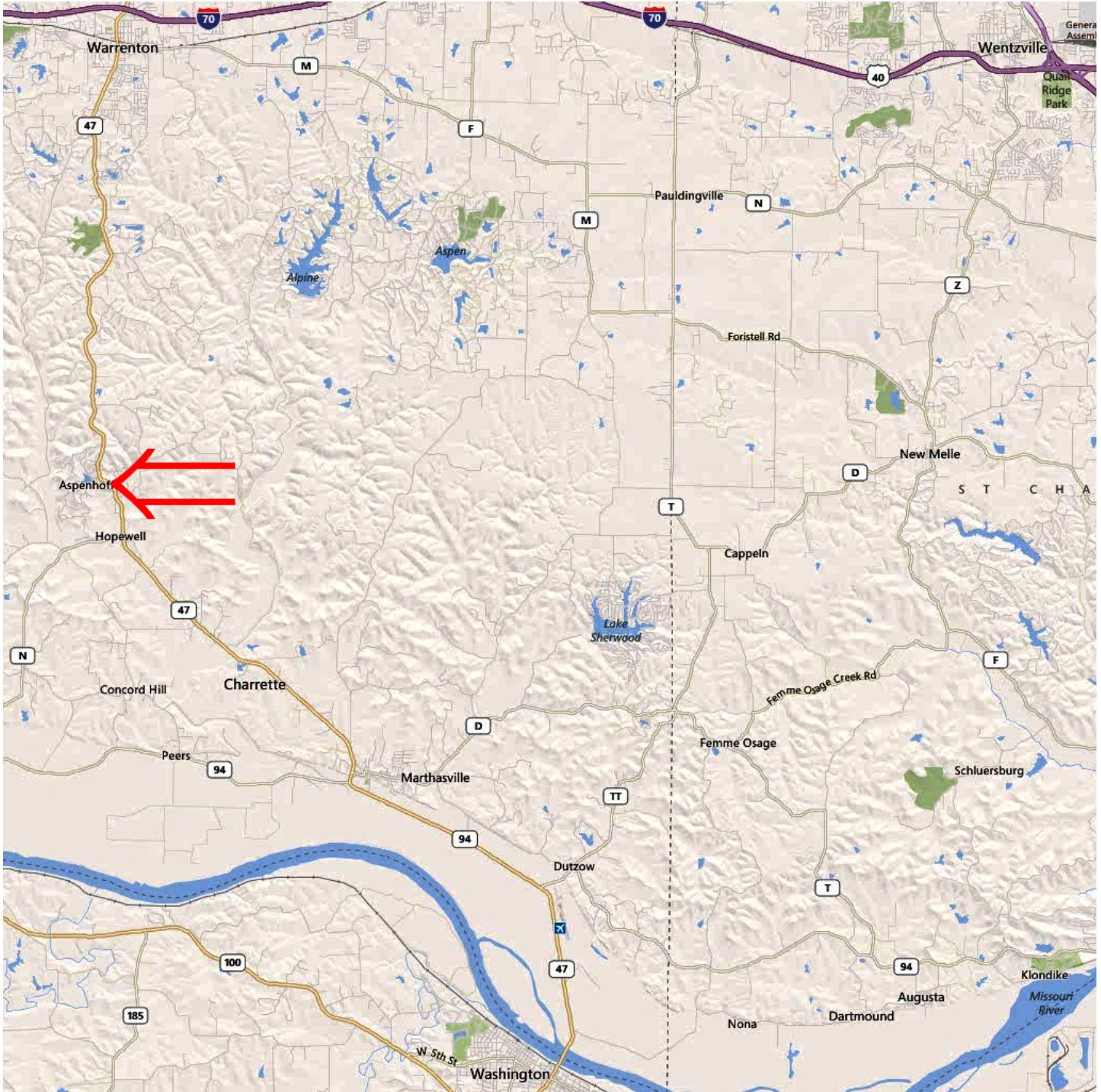
INFORMATION FOR THE PROPERTY OWNERS OF ASPENHOF



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## Driving Directions to Aspenhof



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## Section 9

Winterizing Suggestions

List of Current Owners

*(Not available on Website, but available from any Trustee)*

Copy of the Indenture

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## ***Winterizing Your Plumbing - Cisterns only***

We offer the following general guidelines for draining and winterizing your plumbing system. You might have to modify these instructions for your system.

### **Draining Your Plumbing For Winter**

1. Turn off- circuit breakers to water heater and pump.
2. Close valve at cistern, open vent at side.
3. Open all faucets: kitchen, shower, bathroom sink and outside faucet.
4. Open drain valves: behind shower, bottom of water heater, one or two drain valves near the water heater or pump and the petcock at the bottom of pump, flush toilet.
5. Pour antifreeze into: kitchen, bath and shower traps. (4-6 oz.) and toilet (8-12 oz.).
6. Open valve under building allowing cistern line to drain.

#### **Notes:**

- Reverse, above procedure to activate system. Do not turn on the water heater until full.
- Check pump drain for plugging (small opening) when draining. Water heater and pump should be turned off when leaving the cabin for extended periods during the summer season.
- Many cabins have wells for their water supply. We suggest that you get winterizing information from the previous owner.

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## **Copy of the Aspenhof Indenture of Restrictions**

### **INDEX**

Article 1	-	Selection of Trustees
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Article 3	-	Annual Budget
Article 4	-	Assessments
Article 5	-	Contracts
Article 6	-	Insurance & Bonding
Article 7	-	Indebtedness
Article 8	-	Method of Acting
Article 9	-	Restrictions
Article 10	-	Covenants
Article 11	-	Private Enforcement of Restrictions
Article 12	-	Occupancy Permit
Article 13	-	Restriction Separability
Article 14	-	Board of Trustees Indemnification
Article 15	-	Term
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AMENDED TRUST AGREEMENT  
AND  
AMENDED INDENTURE OF RESTRICTIONS OF ASPENHOF  
COUNTY OF WARREN  
STATE OF MISSOURI

WHEREAS, an Indenture was made and entered the 14th day of August, 1964, by and between Edmund J. Boyce, Jr., and Mary L. Boyce, et ux, and Edmund J. Boyce, Sr. and Henrietta J. Boyce, and Elda J. Naggi, concerning a certain tract of land situated in the County of Warren, State of Missouri, in Sections 32 and 33, Township 46 North, Range 2, and duly filed in Book 114 page 184 of the records in Warren County, Missouri, and

WHEREAS, said Indenture, supra, was duly amended the 26th day of October, 1965, and filed in Book 119 page 595 of the records of Warren County, Missouri, and

WHEREAS, the owners of lots in said tract of land desire to further amend the aforementioned Indenture by replacing the original Indenture and its amendments with a new document entitled Amended Trust Agreement and Amended Indenture of Restrictions of Aspenhof, and

WHEREAS, there has been designated and recited on the said tract, certain private roads which are for the exclusive use and benefit of the owner or owners of the lots shown on said tract, and also that an easement is granted in said roadway for the purpose of constructing, maintaining and opening necessary electric utilities, water pipes, underground wires, storm water drainage, future sanitary sewer system, telephone connections, and other facilities for the benefit of the owner or owners of lots shown on said plat; and,

WHEREAS, it is the purpose and intent of the owners of the lots therein, that such Subdivision shall be and remain a recreational subdivision, and that residences therein shall not be used for year-round and/or permanent residences and shall be used for recreational purposes only; and

WHEREAS, all reservations, limitations, conditions, easements, and covenants herein contained, any and all of which are hereinafter termed "Restrictions" are made jointly and severally as a general plan for the improvement of the Subdivision, and for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument; and

WHEREAS, that the aforementioned Indenture and Amendments thereto are incorporated herein in haec verba to the extent only that they do not conflict with this Amended Trust Agreement and Amended Indenture of Restrictions of Aspenhof; and

NOW THEREFORE, in consideration of the premises and upon the further condition that no Trustee or his successor hereunder shall ever be held personally liable for injury to persons or property by reason of any act or acts of commission or of omission by such Trustees, individually or collectively.

## 1. SELECTION OF TRUSTEES

A Board of Trustees shall be elected by the Lot Owners (holders of Legal Title) from that group of persons who have been Lot Owners in Aspenhof for a period of twelve months next

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preceding [sic] the Annual Meeting at which they stand for election and consist of nine (9) members. All terms of office shall be for a period of three years. The persons acting as the Board of Trustees at the time of adoption of this Amended Trust Agreement and Amended Indenture of Restrictions of Aspenhof shall serve out the term to which they were elected heretofore. No person shall be elected to the Board of Trustees for more than two consecutive terms. The owners of said lots shall be entitled to one vote in person or by mail for each Trustee to be elected for each full lot owned, which vote may be cast in person or by proxy, provided said proxies are filed with the Secretary of the Board of Trustees at least five (5) days prior to the Annual Meeting.

(a) A vacancy on the Board of Trustees shall be declared upon resignation, removal from the Board for failure to comply with the rules of operation of the Board adopted from time to time, or death or transfer of property; and shall be filled by the majority vote of the Board of Trustees.

(b) Yearly elections to the Board of Trustees are to be conducted by an Election Committee consisting of the three members of the Board of Trustees most recently elected or appointed to the Board of Trustees. The Committee shall have responsibility for selecting nominees pursuant to paragraph (f) hereof with the advice and consent of the full Board of Trustees for the next election and conducting such election.

(c) Elections shall be held on the Saturday immediately preceding Labor Day each year with terms of office to begin November 1 thereafter. The annual fiscal year shall be from November 1 through October 31.

(d) The winner of all tie votes shall be determined to be the candidate with the longest term of Lot Ownership at Aspenhof.

(e) The Election Committee shall have a Chairperson appointed from the Committee by the Chairperson of the Board of Trustees and shall establish operating rules at its first meeting.

(f) The Election Committee shall select nominees for the expiring terms of office and shall post the notice of such no later than July 1; any qualified Lot Owner may have his name added to the ballot prior to the close of nominations on August 1 of each year by submitting a petition signed by three Lot Owners of Aspenhof in good standing.

(g) The Election Committee shall conduct the election by submitting mail ballots containing pertinent information about each of the candidates to each of the Lot Owners in advance of the Annual Meeting. Ballots may be cast at the Annual Meeting or submitted prior thereto.

(h) Each lot shall be allotted one vote; the vote may be split in case of multiple owners but the total is not to exceed one vote.



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## 2. AUTHORITY OF TRUSTEES

The Trustees shall be vested with the rights, powers, and authority contained in Paragraph 4 and all its subsections, and with the following rights, powers and authority:

(a) To exercise such control over the roadway easements shown on the record plat as is necessary to maintain, supervise, and insure the safe continuous use of such easements and public utilities by the owners of lots in said Subdivision, including the right (to themselves and others to whom they 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.

(b) To publicly dedicate, upon the written request of the proper public agency, the private street and easement rights therein or any portion or portions thereof, whenever the majority of Lot owners in said Subdivision shall consent thereto in writing.

(c) To abandon with the consent of a majority of the Lot Owners at a meeting called for that purpose any easement or portion thereof by executing and recording a proper instrument in the office of the Recorder of Deeds of Warren County, State of Missouri; but such easement or portion thereof may be abandoned only when the Trustees agree that there is no majority use for same.

(d) To prevent, in their own names as Trustees, violation of any express trust, any infringement, to compel the performance of any restriction and to recover the reasonable cost therefore including a reasonable attorney's fee. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed in his or her own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.

(e) To clean up rubbish and debris and remove grass and weeds, from and to trim, cut back, remove, replace, and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property; and the owner or owners thereof may after reasonable notice be charged with the reasonable expenses so incurred. The Trustees, their officers, agents or employees, shall not be deemed guilty or liable for any manner of trespass for such entry, abatement, removal, or planting.

(f) To do any and all things in the interest of security reasonably necessary to limit ingress and egress from Aspenhof.

(g) To adopt, publish and enforce reasonable rules and policies for the common enjoyment of Aspenhof, relating to such things as, but not limited to, open fires, leash policy and boat operation on the lakes.

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## 3. ANNUAL BUDGET

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots or parcels of land in said Subdivision for the purpose and at the rates hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this paragraph and in paragraph 4 hereof.

(a) To make Uniform Assessments based on an Annual Budget submitted by mail to each Lot Owner by the Trustees thirty (30) days prior to the Annual Meeting, to be held each year in September for the election of Trustees. The Budget as submitted by the Trustees shall be approved by a vote of a simple majority of the lots voting at said Annual Meeting.

(b) If the Annual Budget for the forthcoming year is not approved by the beginning of the fiscal year the Trustees shall make Uniform Assessments on each lot at the same rate as the Budget approved for the prior year, and such assessments shall remain in effect until such time as a new Budget is approved by a simple majority of the lots voting at a meeting called for that purpose. No meeting shall be called for this purpose unless notice thereof has been sent postage prepaid addressed to the last known or usual post office address of the holder(s) of legal title of each lot in Aspenhof.

(c) The Trustees may provide said Subdivision with removal and disposal of garbage, rubbish and otherwise provide for the public health, and welfare of the Lot Owners. The Trustees may enter into and assume contracts for such purpose, covering such periods of time as they may consider advisable. Obligations incurred under this paragraph shall be satisfied from the funds raised under paragraph 3(a), but if said funds so raised are insufficient in any one year to cover these obligations, then the Trustees may levy a Special Assessment to meet such obligations. Said Special Assessment not to exceed the additional sum of Twenty-Five Dollars (\$25.00).

(d) If, at any time, the Trustees consider it necessary to make any Specific Expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval, an outline of the plan for the project contemplated, the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated shall be approved, either at a meeting of the Lot Owners duly called and held in the manner provided with reference to elections of the Trustees by a Two-thirds (2/3) majority vote of those present in person or by proxy, or by written consent of the owners of one-half or more of the total number of lots in all of the various plats, the Trustees, shall, in the manner hereinafter prescribed, notify all owners of lots in said Subdivision of the additional assessments.

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## 4. ASSESSMENTS

All assessments, Uniform, Special or Specific Expenditures, made by the Trustees for the purposes hereinabove enumerated, shall be made in the manner and subject to the following procedure to-wit:

(a) Except as otherwise provided, no assessment shall be made except upon resolution duly adopted by a majority of the Trustees at a meeting of the Trustees; which resolution shall be incorporated into, and made a part of, the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.

(b) Notice of all assessments shall be given to Lot Owners by mail addressed to the last known or usual post office address of the holder of the legal title. An additional notice may be given by posting a brief notice of the assessment upon the lot itself.

(c) Assessments shall be made on a lot basis, as the lots are shown on the recorded plat and additions thereto.

(d) Every assessment shall become due and payable within Thirty (30) days after notice is given as hereinabove provided. From and after the date when said payments are due, it shall bear interest at the highest statutory rate in Missouri per annum until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. In any suit brought to enforce a lien referred to herein, the Trustees, if successful in the litigation, shall recover from said Lot Owner or Owners the costs of enforcing the lien including a reasonable attorney's fee.

(e) At any time after the passage of the resolution levying an assessment or expenditure, and its entry in its minutes, the Trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment or expenditure with respect to any one or more lots, and cause same to be recorded in the Recorder's Office in the County of Warren, State of Missouri, and the Trustees may upon payment cancel or release any one or more lots from the liability for assessment or expenditure as shown by recorded instrument by executing, acknowledging and recording at the expense of the Lot Owner of the property affected a release of such assessment or expenditure with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of its proceedings, the payments made on account of assessments or expenditures.

(f) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now existing or which may hereinafter exist, are hereby referred to and made a part of this instrument for the collection of the aforesaid assessments or expenditures.

(g) The Trustees may adopt such rules, regulations, customs and practices and they may also take such action as may be necessary to preserve the recreational nature of this

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Subdivision or additions thereto and to enforce the provisions against full time residency in any structure in said Subdivision.

## 5. **CONTRACTS**

The Trustees may receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture, any gift, grant, conveyance, or donation of money or real or personal property.

No Trustee shall receive any compensation for serving in the capacity of Trustee. However, Trustees may be reimbursed for expenses incurred if approved by the Trustees.

No Trustee may enter into a contract under which he/she is to receive compensation from the Board of Trustees unless pre-approved by the Trustees.

## 6. **INSURANCE & BONDING**

The Trustees, in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Indenture, may from time to time enter into contracts, including contracts for insurance and bonding in the carrying out of their duties as Trustees, employ agents, servants, and labor as they deem necessary, and employ Legal Counsel and institute and prosecute such suits as they may deem necessary and advisable and defend suits brought against them individually or collectively, in their capacity as Trustees.

## 7. **INDEBTEDNESS**

Nothing herein contained shall be construed to compel the Trustees to make any payment or incur any liability in excess of the amount which shall be in their hands as the result of assessments made against lot owners as herein provided.

## 8. **METHOD OF ACTING**

The act or acts of the majority of the Trustees shall, for the purposes of this Indenture, have the same force and effect as if all Trustees had performed such act or acts.

## 9. **RESTRICTIONS**

(a) Construction, reconstruction, addition to, alteration of any building, fence, wall or other structure of any kind or grading and landscaping treatment shall not be commenced nor shall an awning, canopy, radio or television antenna in excess of ten (10) feet above the dwelling roofline, or dish be erected, or affixed or placed upon any land or any building on any lot, without the prior written approval of the Trustees as provided hereafter. The Trustees, upon granting consent for construction and/or alterations to any structure in said Subdivision may specify the

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time in which the improvements and/or alterations authorized by them must be completed and, may require a bond or deposit in an amount set by the Trustees to insure proper post-construction cleanup.

A Lot Owner who desires to obtain the written approval of the Trustees as required above shall submit plans and specifications of the structure which such Lot Owner desires to erect or modify or landscaping or grading which such Lot Owner desires to undertake to the Trustees before erecting or modifying such structure or undertaking such landscaping or grading. Such Lot Owner shall be entitled to a hearing before the Trustees.

The Trustees, in judging plans and specifications related to the erection or alteration of a building or structure or to landscaping and grading shall consider the characteristics of the structure, alteration, landscaping or grading, the quality of materials and workmanship, and the harmony of design and location in relation to surrounding structures and topography within Aspenhof.

If the Trustees fail to approve or disapprove any such plans and specifications and notify the Lot Owner submitting them of their decision in writing within thirty (30) days after such plans are submitted, in final form, the plans and specifications shall be deemed to have been approved.

(b) No house trailer, campers, mobile homes, tents, or other temporary or movable structures of any kind or description may be erected, used or occupied within Aspenhof without first obtaining the written consent of the Board of Trustees. Nothing in this restriction shall prohibit the parking of a camper-type vehicle or the use of a tent on the premises owned by any Lot Owner for a period not to exceed seventy-two hours.

(c) No signs may be erected on said lots other than those approved by the Board of Trustees. One (1) standard 18"x24" For Sale or Lot Ownership sign may be erected without the consent of the Board of Trustees.

(d) No more than one seasonal dwelling shall be erected on any lot in said Subdivision and said dwelling and the lot on which the same is erected shall be owned and used as a family unit. The dwelling, and the lot on which erected may not be owned, used, or leased in any manner other than by members of a family unit and their personal guests. No dwelling or lot in said Subdivision may be owned, occupied, leased, rented, or used by any club, group, or organization or any similar body as said Subdivision is exclusively dedicated as hereinbefore set out in the original Indenture of Restrictions as a recreational Subdivision for family units.

(e) No soft or bituminous coal shall be used as fuel in this Subdivision unless written permission is granted by the Board of Trustees.

(f) No pigeons or poultry, cattle, hogs, rabbits, or other animals, shall be raised on a commercial basis, and no other livestock may be kept in or on any part of said property unless

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written permission be obtained from the Board of Trustees; and such permission, if granted, shall be revocable at the pleasure of said Board of Trustees.

(g) None of the lots as shown on the original plat, or additions thereto may be subdivided into smaller units.

(h) No business of any type may be conducted within the said lots in said Subdivision.

(i) Firearms, fireworks, or other pyrotechnic devices shall not be discharged on any lot unless preauthorized in writing by the Board of Trustees.

(j) No motorcycles, mopeds, or all-terrain vehicles shall be operated within Aspenhof.

(k) Only boats propelled by sail, oar, or paddle, shall be permitted on the Aspenhof Lakes. All boats and other water vessels propelled by gasoline and other types of engines are specifically prohibited on Aspenhof Lakes.

(l) No live trees in excess of six (6) inches in diameter at base on each and every lot or portion thereof shall be removed by any person without first requesting and obtaining permission to remove the same from the Board of Trustees, such permission to be in writing.

## 10. COVENANTS

All of the lots and parcels of ground in said Subdivision and additions thereto are hereby subjected to all 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 the land unto whomsoever hands it or any part of 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 the 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.

## 11. PRIVATE ENFORCEMENT OF RESTRICTIONS

The right of entry herein conferred upon said Board of Trustees shall not supersede or in any manner impair the right of any owner of any lot in said Subdivision to sue in his or her own name to compel the observance by any other owner of a lot or lots in said Subdivision of the restrictions herein. 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.

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## 12. OCCUPANCY PERMIT

A Lot Owner who desires to sell his/her lot shall cause the Prospective Purchaser to acquire an Occupancy Permit from the Trustees, before said lot or structure thereon can be used by a Prospective Buyer.

In determining whether an Occupancy Permit will be issued, the trustees will consider such reasonable factors such as, but not limited to, whether the lot and structure thereon are in compliance with this Amended Trust Agreement and Amended Indenture of Restrictions.

The Board of Trustees may make any reasonable request of a Lot Owner or the Prospective Purchaser for information in addressing these factors for issuance of an Occupancy Permit.

## 13. RESTRICTION SEPARABILITY

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 as affected.

## 14. BOARD OF TRUSTEES INDEMNIFICATION

To the fullest extent permitted by the laws of the State of Missouri, the Board of Trustees may, from funds generated through the Uniform Annual Assessment, a Special Assessment or Specific Expenditure, indemnify every person who is or was a Trustee against reasonable expenses including attorneys' fees and disbursements, judgments, decrees, fines, penalties and amounts paid in settlement in connection with any pending or threatened claim, action, suit or proceedings (civil, criminal or administrative) in which such person may be involved by virtue of being or having been such a Trustee.

## 15. TERM

All of the foregoing provisions and restrictions shall continue and remain in full force and effect at all times against said property for Twenty (20) years from the date of this Amended Indenture and shall, as then in force, be continued automatically, without further notice, for periods of ten (10) years.

## 16. AMENDMENT

Proposals for the amendment of the Amended Trust Agreement and Amended Indenture of Restrictions may be submitted to the Board of Trustees by any Lot Owner for presentation at the next Annual Meeting if approved by a majority of said Board of Trustees. If the Board of Trustees rejects the proposed change, the Lot Owner may compel the presentation of such amendment at the next Annual Meeting by the presentation of a petition to the Board of Trustees

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not later than July 15th of the year in which said proposal is to be presented, signed by all of the Lot Owners of twenty-five (25) or more lots. Upon the presentation of said petition signed by all of the Lot Owners of twenty-five (25) or more lots, the proposed amendment shall be submitted to a vote at the Annual Meeting in September.

Provided further, that any time prior to the expiration of any of the periods aforesaid, any of the terms and provisions of this Indenture, may be altered, amended, changed or discontinued by a written agreement signed by not less than the Lot Owners of two-thirds (66.66%) of the total Lot Owners of all lots in this Subdivision and additions thereto, none of whom being at the time in arrears with the duly levied assessments against any lot owned by the signers thereof, and such written and signed alteration, amendment, change or discontinuance shall become a part of the provisions and restrictions after approval by the County of Warren, State of Missouri, if required.

IN WITNESS WHEREOF, the parties hereto, being all of the Trustees and the Owners of sixty-six and two-thirds percent (66.66%) of the lots in Aspenhof, and additions thereto, have hereunto set their hands on this 3<sup>rd</sup> day of September, 1988.

/s/ Ronald Waeckerle  
/s/ Francis Schultz  
/s/ David Hill  
/s/ Dale L. Cowen  
/s/ Norbert Mendica

/s/ Charles H. Steib  
/s/ Elzbieta Reavis  
/s/ Marion B. Hebrink  
/s/ James Rodgers

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

Subscribed and sworn to before me the undersigned Notary Public, on this 3<sup>rd</sup> day of September, 1988.

/s/ Lloyd M. Nolan  
NOTARY PUBLIC

My Commission Expires: 12-8-1991