

**TITLE OF DOCUMENT:** Road Maintenance Agreement

**DATE OF DOCUMENT:** July 3, 2018

**GRANTOR:** Tyler Branch, LLC  
7144 Kingsbury  
St. Louis, MO 63130

---

**GRANTEE:** Tyler Branch Estates II  
7144 Kingsbury  
St. Louis, MO 63130

**LEGAL DESCRIPTION:** Lots 1 through 8 and Lot 11 of Tyler Branch Estates as shown by the plat recorded in Document No. 2018R00227 on January 23, 2018 in the Land Records of Perry County, Missouri

## Road Maintenance Agreement

This Road Maintenance Agreement (the "Agreement") is executed by Tyler Branch, LLC on July 3, 2018 and will become effective on the Effective Date (as defined below).

### Recitals

Tyler Branch, LLC ("Tyler Branch") is the owner of Lots 1 through 8 and 11 of the Plat of Tyler Branch Estates II, as recorded with the Recorder of Deeds for Perry County, Missouri as Document 2018R00227 on January 23, 2018 (the "Plat") (hereinafter Lots 1 through 8 and 9 shall be referred to as "Tyler Branch Estates II"). Tyler Branch is also the owner of the majority of lots established in the Re-Plat of Tyler Branch Estates as recorded with the Recorder of Deeds for Perry County, Missouri as Document 2009R00374 on February 6, 2009 (hereinafter the lots in the Amended Plat of Tyler Branch Estates shall be referred to as "Tyler Branch Estates"). The residences in both subdivisions are served by Tyler Branch Road.<sup>1</sup>

The purpose of this Agreement is to provide for the maintenance of Tyler Branch Road from Highway 51 south to the southern edge of the Plat (the "Road"), and to allocate the cost of that maintenance between the residents of Tyler Branch Estates and Tyler Branch Estates II.

### Agreement

1. As used herein, "Effective Date" shall mean the date on which this Agreement is adopted by the Homeowners Association for Tyler Branch Estates by the affirmative vote of 2/3rds of the lot owners in the subdivision or by amendment of the restrictive covenants for Tyler Branch Estates.

2. Upon the Effective Date, this Agreement will become effective and will bind the owners of the lots in Tyler Branch Estates and Tyler Branch Estates II, and will run with the land. A copy of this Agreement will be recorded with respect to the lots in Tyler Branch Estate II with the Recorder of Deeds for Perry County, Missouri upon execution. Upon the Effective Date, a memorandum of this Agreement will be recorded with the Recorder of Deeds for Perry County, Missouri with respect to the lots in Tyler Branch Estates.

3. Upon the Effective Date, the Homeowners Association for Tyler Branch Estates shall designate a representative to serve on the road maintenance committee (the "Committee"), as will the Homeowners Association for Tyler Branch Estates II. The representatives may be replaced at any time by the vote of the majority of the lot owners in the respective subdivisions.

4. The Committee shall be responsible for monitoring the condition of the Road surface and conducting maintenance (including snow plowing) activities as needed to maintain the Road in good condition. The Committee is authorized to maintain a checking account to receive funds

---

<sup>1</sup> Lots 9 and 10 of Tyler Branch Estates II front on Highway 51 and are neither bound by nor entitled to the benefits of this Agreement.

and to pay expenses. The Committee shall issue an annual report of its activities, including all collections and expenses, to the lot owners of both subdivisions.

5. 15% of the cost for Road maintenance activities shall be paid by the Homeowners Association for Tyler Branch Estates II, and the remaining 85% shall be paid by the Homeowners Association for Tyler Branch Estates. In the event that either of the Homeowners Associations does not have sufficient funds from the annual subdivision fees to cover its percentage of the costs, the affected Homeowners Association may pass an additional assessment to cover such excess cost pursuant to the terms of the restrictive covenants for its subdivision.

6. Improvements to the Road surface, such as changing the road from a gravel road to an asphalt or concrete road, may be authorized by the consent of both Homeowners Associations, such consent to be evidenced by the affirmative vote of 2/3rds of the lot owners in each subdivision, with such votes taken at a meeting conducted with not less than 30 days prior notice to all lot owners. The cost of such improvements shall also be split between the two Homeowners Associations, with the Homeowners Association for Tyler Branch Estates II bearing 15% of the cost, and the Homeowners Association for Tyler Branch Estates bearing 85% of the cost.

7. The Homeowners Association for Tyler Branch Estates II shall not be liable for the cost of maintenance or improvements on Tyler Branch Road south of the Plat.

8. This Agreement shall be perpetual and shall run with the land. In the event, however, that maintenance of Tyler Branch Road is assumed by Perry County, Missouri or the City of Perryville, Missouri this Agreement shall be null and void.

9. This Agreement may be enforced by the Homeowners Associations for Tyler Branch Estates and Tyler branch Estates II. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to recover its reasonable attorney fees and costs from the other Homeowners Association.

10. This Agreement may only be modified by a written agreement signed by both Homeowners Associations, such agreement having been authorized by a 2/3 majority vote of the lot owners. Such votes shall be taken at a meeting conducted with not less than 30 days prior notice to all lot owners.

TYLER BRANCH, LLC

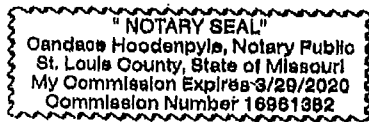
By: Peter Kerth  
Peter Kerth, Manager

Dated July 3, 2018

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

)  
) SS.  
)

On this 3 day of July, 2018, before me appeared Peter D. Kerth, to me personally known to be the managing member of Tyler Branch, LLC, a Missouri limited liability company, who being by me duly sworn, did say that he executed the forgoing Road Maintenance Agreement as the free act and deed of said limited liability company.



Candace R. Hordenpyle  
Notary Public