

2630

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "RIDGECREST"

BOOK 1147 PAGE 201

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, LUKE, INC., Owner and Developer of the following described parcel of land, a subdivision in Lincoln County, Missouri:

(SEE SCHEDULE "A" FOR LEGAL DESCRIPTION)

WHEREAS, it is deemed in the best interest of all persons who may become and are Owners of any Lots in this subdivision to have certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property.

NOW THEREFORE, the Owner/Developer, as maker of this Declaration, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties, does hereby subject all Lots in said subdivision to the following covenants, conditions and restrictions which shall operate as covenants running with the land into whomsoever hands it or any part of it shall come and does hereby declare that all Lots in said subdivision shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, and the rights and easements herein contained are hereby made and declared to be rights and easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said Lots, and said Lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit of any and every Owner of any Lot any said subdivision by injunction or other proceeding, whether in law or equity.

- 1. All streets and easements shall remain for the private roadway use of the Owners of Lots in this subdivision...
2. All easements designated by deed or by the Plat are hereby created and established for the installation and maintenance of all utilities and drainage facilities...
3. All Lots must be sold as originally sold, with no purchaser resubdividing or reselling any portion of any original Lot...
There shall be no commercial use of any Lot, except by the Owners, professions or business. Said profession or business is defined as: Any occupation or profession carried on by a member of the immediate family...
5. Any building erected, altered, placed or permitted to remain on any Lot shall be a One (1) single-family dwelling, which must include at least a 3-car attached side entry garage, and must

be constructed of all new materials except brick or stone. At least Thirty percent (30%) of front elevation of any dwelling constructed shall be of masonry material.

202

6. No dwellings or buildings shall be located within Fifty (50) feet of the center line of the Right of Way and Seventy-five (75) feet from the center point of the cul de sac and no building may be constructed within Twenty (20) feet of any property line or as designated on the recorded Plat. Septic tank shall meet all County and State Health Department standards.
7. No structure of temporary character, portable storage building, trailer, manufactured home, modular home, or mobile home, basement, tent, shack, shall be placed upon or used on any Lot at any time. Outbuildings, such as barns, sheds and unattached garages, must be approved Thirty (30) days prior to construction by the Trustees. The above mentioned outbuildings must consist of at least a 5/12 roof pitch.
 - (a) Lot #5 Bruce Anderson has the right to build a premanufactured home made by All American. All other restrictions will apply. Plans of manufactured home must be approved by Trustees. If Lot #5 is sold by Bruce Anderson, no premanufactured home will be allowed to be built.
8. L.P. tanks must be kept behind the home and out of sight, or behind a privacy fence.
9.
 - (a) A dwelling of the design commonly referred to or known as a One-story dwelling shall have a first floor area, exclusive of that portion encompassed within an attached 3-car side entry garage, of not less than Seventeen Hundred (1700) square feet. Such dwelling shall have a width, including attached garage, upon the street which it fronts of not less than Sixty (60) lineal feet, and a roof pitch of not less than 7/12 on roof and gables.
 - (b) A dwelling of the design commonly referred to or known as split-foyer shall have an upper level area, exclusive of that portion encompassed within an attached 3-car side entry garage, of not less than Seventeen Hundred (1700) square feet. Such dwelling shall have a width, including attached garage, upon the street which it fronts of not less than Sixty (60) lineal feet, and a roof pitch of not less than 7/12 on roof and gables.
 - (c) A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached 3-car side entry garage, of not less than Seventeen Hundred (1700) square feet. Such dwelling shall have a width, including attached garage, upon the street which it fronts of not less than Sixty (60) lineal feet, and a roof pitch of not less than 7/12 on roof and gables.
 - (d) A dwelling of the design of more than One (1) story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached 3-car side entry garage, of not less than One Thousand (1000) square feet, and a total living area of not less than Seventeen Hundred (1700) square feet, excluding the basement area. Such dwelling shall have a width, including attached garage, upon the street which it fronts of not less than Sixty (60) lineal feet, and a roof pitch of not less than 7/12 on roof and gables.
10. For the purposes of the covenants contained in Paragraphs Six (6) and Nine (9) herein, eaves, steps and open porches shall not be considered as part of the dwelling and attached garage.
11. Construction plans and specifications including floor plans, front elevation, one side elevation, and a plan showing the location of the structure must be approved by the Trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation before any building shall be erected, placed, or altered on any residential Lot. The Lot Owner shall be responsible for all erosion control during construction and during improvement of property. The exterior of the house shall be completed within Six (6) months of the start up date. Landscaping, seeding, and grading shall be completed within Nine (9) months of the start up date.

12. Plans contemplating approval shall be submitted to the Trustees and be rejected or accepted by the Trustees within Thirty (30) days. If the Trustees fail to reject or accept said plan during the Thirty (30) day period, acceptance shall be conclusively presumed.
13. No Lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of any individual family unit as a residence.
- ~~14.~~ No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.
15. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot; provided, however that permission is hereby granted for the erection and maintenance of not more than One (1) advertising board on each Lot as sold and conveyed, which advertising board shall not be more than Five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the Lot upon which it is erected, except Owners may erect signs for advertising at the entrance.
16. All grasses and weeds which may grow upon any Lot shall be cut and trimmed by the Owner of said Lot at least Three (3) times per year. If this is not done, the Trustees shall have the right to enter said Lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the Owner of said Lot.
- ~~17.~~ Said premises shall not be used for any unlawful purpose or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment of others.
18. All repairs and maintenance of any structure on said Lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the Trustees.
19. All fences constructed must be of new material such as wood, milling, or chain link with new posts set in concrete, with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less than Fifty percent (50%) of the fence. No fence will be constructed beyond the front of any dwelling; provided, however, the fence is of the front-yard ornamental type.
- ~~20.~~ No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except Two (2) dogs, Two (2) cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Not more than Four (4) pets may be maintained in any household at any one time. No dog, cat, or other household pet shall be permitted by a Lot Owner to be off the Lot of the Owner unless on a leash, controlled by some person physically able to prevent a dog, cat, or other household pet from escaping.
- ~~21.~~ No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, or similar vehicle shall be parked or permitted to remain on any Lot in said subdivision unless such recreational vehicles are parked behind the residence or kept garaged. No vehicle licensed over Thirty Thousand (30,000) lbs. may be parked or permitted to remain in the subdivision.
22. No automobile, motor cycle, or machinery of any kind may be dismantled, assembled, repaired, or worked on in any manner upon any Lot or street in this subdivision unless such repairs are conducted inside a private garage, screened from public view. None of the above enumerated items may be performed on any street of this subdivision.
- ~~23.~~ All motor vehicles remaining in any Lots or street longer than Fifteen (15) days not in proper operating condition shall be hauled away at the Owner's expense.

24. No open sewage or drainage system shall be permitted for the disposal of the sewage or water from internal household, unless approved by the Lincoln County Sanitation.
25. No junk, garbage, trash, or garbage cans shall be permitted on the premises except that garbage cans for household use may be temporarily placed at the curb during garbage pick-up day with only one garbage company picking up on one day per week for subdivision. The Trustees will appoint garbage company.
26. No forfeiture shall be constructed for violation of these restrictions, but they may be enforced by injunction or other court action.
27. There is hereby created a Board of Trustees, hereinbefore and hereafter called "Trustees", which will consist of Three (3) in number and will be the governing body of the subdivision and have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants.
 - (a) The first Board of Trustees shall initially consist of Luke D. Harke, Suzette K. Harke, and Bruce Anderson, and will serve until all Lots are sold by owner.
 - (b) Thereafter each member of the Board of Trustees shall serve for a term of Three (3) years or until his successor shall have been elected and qualified and be elected from among the Lot Owners.
 - (c) In the event any of the Trustees shall die or decline to act or become incompetent to act for any reason, then the remaining Trustees shall appoint a successor or successors.
 - (d) A meeting of existing Lot Owners shall be held on the 1st Saturday in April, 2002, and on the 1st Saturday of April every year thereafter for the purpose of electing Trustees (if needed) and transacting any other business properly before the Lot Owners. Said meeting shall be at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving Ten (10) days written notice by posting notices in the subdivision in Five (5) places likely to be seen by the Lot Owners; provided, however, failures to give said notices shall not affect the meeting.
 - (e) A special meeting of the Lot Owners may be called by the Trustees upon their own motion or upon petition of two-thirds (2/3) of the Lot Owners in the subdivision.
 - (f) In all voting, whether for the election of Trustees, or for any other purpose whatsoever, each Lot shall represent One (1) vote.
 - (g) The Trustees shall have the power and authority to prevent, in their own names as Trustees, violation of any express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any Lot Owner to proceed in his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.
 - (h) The Trustees and their successors are hereby authorized, empowered, and granted the right to make assessments upon and against the several Lots in said subdivision for the purpose and at the rate hereinafter provided, and in the manner and subject to all the conditions hereinafter provided in this Paragraph and Paragraph (i).
 - (1.) To make uniform assessments of not to exceed Two Hundred and no/100 Dollars (\$200.00) on each improved Lot in any One (1) year, upon and against the several Lots in said subdivision for the purpose of carrying out the general duties and powers of the Trustees to defend and enforce restrictions, and for the improvements and maintenance

and upkeep of the streets. This assessment shall be due June 1 of each year and shall be prorated to the buyer at closing.

- (2.) If, at any time, the Trustees shall consider it necessary to make any expenditures 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 of the project contemplated, and 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 by written consent of the Owners of three-fourths (3/4) or more Lots in said subdivision, the Trustees shall, in the manner hereinafter described in Paragraph 27, (i) (2.), notify all Owners of Lots in said subdivision of the additional assessments; the limit of Two Hundred and no/100 Dollars (\$200.00) a Lot per year for general purposes as provided in Paragraph 27, (h) (1.), shall not apply to any assessment made under the provision of this paragraph.
- (f) All assessments, either general or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:
- (1.) Subject to the above consent of the Lot Owners, no assessment shall be made except upon resolution adopted by majority of the Trustees, at a meeting of the Trustees which resolutions shall be incorporated into, and made a part of, the minutes of said meeting. Minutes shall be kept of all Trustees' meetings.
 - (2.) Notice of all assessments may be given by mail, addresses to the last known or usual post office address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the Lot itself. Service in any One (1) of the said methods shall be sufficient.
 - (3.) Assessments shall be made on an improved Lot basis as the Lots are shown on the recorded plat of said subdivision.
 - (4.) 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 assessments are due, it shall bear interest at the highest rate allowed by law per annum until paid, and such assessment 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. Provided, however, that such lien shall never be prior to and shall always be subordinate to any Deed of Trust of record whether before or after, in point of time.
 - (5.) At any time after the passage of the resolution levying an assessment, and its entry in its minutes, the Trustees may in addition, execute and acknowledge and instrument reciting the levy of the assessment with respect to any One (1) or more Lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri, and the Trustees shall, upon payment, cancel or release any One (1) or more Lots from the liability for assessment, as shown by recorded instrument, by executing, acknowledging and recording, at the expense of the Owner of the property affected, a release of such assessment with respect to any Lot or Lots affected, and the Trustees shall cause to be noted from time to time in the minutes of its proceedings the payments made on account of assessments. The assessment shall constitute a lien whether recorded or not.
 - (6.) 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.
 - (7.) All assessments shall be held by a professional escrow company under terms agreed by the Trustees.

- (j) The Trustees may receive, hold, convey, dispose or administer in trust for any purpose mentioned in this indenture, any gift, grant, conveyance, or donation of money, real or personal property.
- (k) 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, employ agents, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem capacity as Trustees.
- (l) Nothing herein contained shall be construed to compel the Trustees to make any payment or to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against Lot Owners as herein provided.
- (m) The act or acts of any Two (2) of the Trustees shall, for the purpose of this indenture, have the same force and effect as if all the Trustees performed such act or acts.
- (n) The Trustees shall not be personally liable for any debt, liability or obligation of the subdivision. All persons, associations or other entities extending credit to, contracting with, or having any claim against the subdivision may look only to the funds and property of the subdivision for the payment of any such contract or claim, or for the payment of any debt, damages, judgement or decree, or of any money that may otherwise become due or payable to them from the subdivision Trustees.
28. These restrictions may be changed, modified or amended at any time in the future by written covenant signed by the Owners of Two Thirds (2/3) of the Lots in said subdivision. The said amendment or modification is to be and become effective only upon recording in the same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such amendment or modification will not require the signatures of any holder of a mortgage, Deed of Trust, or other lien against the respective Lots or the improvements thereon.
29. A cancellation of any of these covenants by judgements of other order shall in no way affect any of the other provisions, which shall remain in full force and effect.
30. The Owner/Developer, LUKE, INC., reserve the exclusive right to amend restrictions or grant variances necessary stated herein as long as any Lots are still Owned by it or a successor Developer.
31. The Owner shall not be liable for any assessment created in these restrictions and covenants unless he builds on any lot.
32. The Owner will cause to be drilled in the subdivision at locations to be selected by the Owner, two (2) wells to provide water to the Lots. Owner may at any time change said Lots to be supplied with well #1 or #2 for any reason deemed by Owner. Each Lot owner shall pay an equal \$120 a year for cost of maintaining and repairing said wells. The Trustees may make assessments as they deem necessary to provide for the payment of electric and routine maintenance of the wells. First payment on well fund will start when line is tapped for use, and will be prorated to that month.
33. If additional repairs and maintenance are necessary, the Trustees shall send notices to the Lot owners of the amount of their pro-rata share which shall be enforceable pursuant to the provisions as set forth above for the collection of the assessments.

LEGAL DESCRIPTION
(EXHIBIT A)

Abstract Number: 98T10794

Land situated in the COUNTY of LINCOLN, and State of MO, to-wit:

A 42.309 ACRE TRACT OF LAND WITHIN PART OF SECTION 26 TOWNSHIP 50 NORTH, RANGE 1 WEST OF THE 5TH P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE S.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 26 THENCE S 86 DEG 42' 26" E 1403.79 FT. TO A POINT; THENCE S 01 DEG 29' 00" W 1285.65 FT. TO A POINT; THENCE S 79 DEG 55' 47" W 85.77 FT. TO A POINT; THENCE N 88 DEG 30' 32" W 1296.38 FT. TO A POINT; THENCE N 00 DEG 31' 08" E 1347.17 FT. TO THE POINT OF BEGINNING. ALL AS SHOWN ON A PLAT BY FITCH AND ASSOC.

STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

APR 02 1999

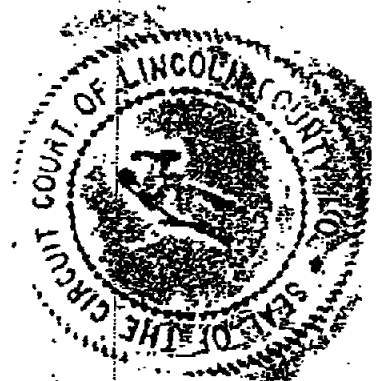
At 3 o'clock 35 Minutes P.M.
MELBA HOUSTON, Recorder

STATE OF MISSOURI
County of Lincoln

I hereby certify that this instrument was
FILED FOR RECORD on 4-2 1999
at 3 o'clock 35 min P M. and is
recorded in Book 1147 Page 201

MELBA HOUSTON
Recorder of Deeds

By Melba Houston
Deputy



**AMENDMENT TO THE RESTRICTIONS
OF RIDGECREST IN THE COUNTY OF
LINCOLN, STATE OF MISSOURI**

Comes now the undersigned LUKE, INC., the owner and developer of the real estate described in the Restrictions recorded in Book 1147, page 201 of the Deed Records of Lincoln County, along with Bruce Anderson and Carrie Johnson also owners of certain portions of said real estate and do hereby amend the Restrictions and covenants referenced above as follows:

1. The parties hereto do hereby consent to the granting of LUKE, Inc., to LUKE, INC., and Luke Harke and Suzette Harke of an easement described in Exhibit "A" attached hereto for the use and benefit of the real estate described in Exhibit "B" attached hereto for roadway purposes and further do consent to the use of the future owners of the real estate described in Exhibit "B" of the roads and other common areas described in Exhibit "B" of the roads and other common areas described in Book 1147, Page 201 of the Deed Records of Lincoln County, Missouri, and said real estate is subject to said restrictions.
2. Further future owners of lots in Ridgecrest are hereby granted an easement for ingress, egress and utility purposes over the real estate described in Exhibit "C" attached hereto.
3. The present and future owners of the lot described by plat by Fitch & Associates as Parcel #13 shall be exempt from any assessments relative to the street which are made by the Trustees pursuant to the covenants and restrictions recorded in Book 1147 Page 201, however they shall be responsible for any regular or special assessments made pursuant to paragraph 32 of said restrictions for maintenance and repair of the well and any other special assessments made by the Trustees that do not relate to the maintenance or improvement of the roads of the subdivision.
4. Paragraph 7 shall be amended to read as follows: No structure of temporary character, portable storage building, trailer, manufactured home, modular home or mobile home, basement,

tent, shack, shall be placed upon or used on any Lot at any time. Outbuildings, such as barns, sheds and unattached garages, must be approved Thirty (30) days prior to construction by the Trustees. The above mentioned outbuildings must consist of at least 5/12 roof pitch. Said outbuildings shall be constructed of similar materials and be similar in appearance to the residence.

LUKE, INC.

By: Luke Harke President

ATTEST:

STATE OF MISSOURI)
) SS.
COUNTY OF LINCOLN)

On this 3rd day of August, 2000, before me, appeared LUKE D. HARKE, to me personally known, who, being by me duly sworn, did say that he is the President of LUKE, INC., a Corporation of the State of Missouri, and that said instrument was signed in behalf of said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Troy, MO the day and year first above written.

Sandra K Parr
Notary Public

SANDRA K PARR
Notary Public - Notary Seal
STATE OF MISSOURI
LINCOLN COUNTY
MY COMMISSION EXP. JUNE 4, 2001