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AMENDMENT  
RIDGECREST SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GRANTOR: Ridgecrest Subdivision  
Reginald T. Evans and Kasey A. Evans  
Glennon Timme  
Donald E. Walton and Barbara Walton  
James E. Smith, Jr. and Jean M. Smith  
Billy E. Thetford, Jr.  
Richard and Jennifer Hoeft Joint Living Trust  
Scott T. Nachtmann and Tammy Nachtmann  
Christopher Morris and Jessica Morris  
Randy Eichholz and Kimberlie Eichholz  
Charles K. Zieres and Kristina Zieres  
Alan M. Krause and Cheryl Krause  
Melissa Guthrie, Kevin M. Guthrie and Billie J. Davis  
Michelle M. Golden  
Amber Roberts  
James M. Salyer and Karen L. Salyer  
Scott A. Hansen and Tamara R. Hansen  
Bruce E. Anderson and Kellie Anderson

GRANTEE: Public  
Ridgecrest Subdivision  
Reginald T. Evans and Kasey A. Evans  
Glennon Timme  
Donald E. Walton and Barbara Walton  
James E. Smith, Jr. and Jean M. Smith  
Billy E. Thetford, Jr.  
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James M. Salyer and Karen L. Salyer  
Scott A. Hansen and Tamara R. Hansen  
Bruce E. Anderson and Kellie Anderson

MAILING ADDRESS: Butler & Tomko, LLC  
c/o Justin D. Butler  
191 N. Lincoln Dr.  
Troy, MO 63379

LEGAL DESCRIPTION: Ridgecrest Subdivision, being situated in the Southwest ¼, of the Northeast ¼ of Section 26, Township 50 North, Range 1 West, 5<sup>th</sup> P.M., Lincoln County, Missouri, more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, this Amendment is made this 14<sup>th</sup> day of December, 2025, and amends the Declaration of Covenants, Conditions and Restrictions recorded at Book 1147, Page 201, of the Lincoln County, Missouri, records, previously amended at Book 1280, Page 270, Book 1613, Page 58 and 2299, Page 54, of the Lincoln County, Missouri, Records,

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots in Ridgecrest have agreed, by their execution hereof to amend the Original Declaration of Covenants, Conditions and Restrictions for Ridgecrest and any amendments thereto; and

WHEREAS, the purpose and intent of this Amendment is to remove from the Subdivision, Homeowners' Association and Board of Trustees any rights and obligations with respect to three water wells and appurtenances thereto from the Subdivision, Homeowners' Association and Board of Trustees and place the responsibility for the operation, maintenance, and repair of each well, water lines and water-related appurtenances on the Lot Owners that are benefitted and burdened by the water well that provides water to such lots; and

WHEREAS, in furtherance thereof the Board of Trustees has executed three Quit Claim Deeds to the Lot Owners which are served by such water well and appurtenances which are recorded contemporaneously herewith at Book Number \_\_\_\_, Page \_\_\_\_; Book Number \_\_\_\_, Page \_\_\_\_; and Book Number \_\_\_\_, Page \_\_\_\_ of the Lincoln County Records; and

WHEREAS, the Lot Owners which are served by each such water well and appurtenances have executed "Well Agreements & Easements" which are recorded of even date herewith at Book Number \_\_\_\_, Page \_\_\_\_; Book Number \_\_\_\_, Page \_\_\_\_; and Book Number \_\_\_\_, Page \_\_\_\_ of the Lincoln County Records; and

NOW THEREFORE, the Lot Owners amend the Declaration of Covenants, Conditions and Restrictions of "Ridgecrest" as follows:

Paragraph 32 is stricken in its entirety and replaced with the following:

32. Water Wells. The Subdivision Homeowners' Association and Board of Trustees shall have no rights, duties, or obligations with respect to the subdivision water wells, water lines or other water-related appurtenances. Responsibility for the operation, maintenance, and repair of each well, water lines and water-related appurtenances shall rest exclusively with the Lot Owners served thereby, pursuant to the applicable Well Agreement & Easement recorded in the Lincoln County Records.

(a) Well #1, located between Parcel ID Numbers 08-70-26-000-000-016.012 (106 Ridgecrest Dr.) and 08-70-26-000-000-016.013 (110 Ridgecrest Dr.), shall serve the following postal addresses: 101, 102, 105, 106, 110 and 111 Ridgecrest Drive and 6137 Creech Lane, and be governed by the Well Agreement & Easement recorded in Book \_\_\_\_, Page \_\_\_\_ of the Lincoln County Records.

(b) Well #2, located between Parcel ID Numbers 08-70-26-000-000-016.028 (125 Ridgecrest Dr.) and 08-70-26-000-000-016.019 (119 Ridgecrest Dr.), shall serve the following postal addresses: 114, 118, 119, 122, 124, 125, and 128 Ridgecrest Drive and be governed by the Well Agreement & Easement recorded in Book \_\_\_\_, Page \_\_\_\_ of the Lincoln County Records.

(c) Well #3, located between Parcel ID Numbers 08-70-26-000-000-016.006 (40 Ridgecrest Ct.) and 08-70-26-000-000-016.004 (15 Ridgecrest Ct.), shall serve the following postal addresses 10, 15 and 40 Ridgecrest Ct. and be governed by the Well Agreement & Easement recorded in Book \_\_\_\_, Page \_\_\_\_ of the Lincoln County Records.

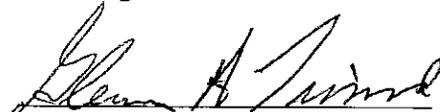
Liability Disclaimer. From and after the effective date of this Amendment, the Subdivision Homeowners' Association and Board of Trustees shall have no responsibility, duty, or liability of any kind, whether direct or indirect, arising out of or related to the ownership, operation, maintenance, repair, replacement, testing, or quality of water provided by any subdivision water well, water lines, or other water-related appurtenances thereto. All such responsibilities shall rest exclusively with the Lot Owners served by each well pursuant to the applicable Well Agreement & Easement and Quit Claim Deeds recorded in the Lincoln County Records. The Association and Trustees shall be fully released and discharged from any claims, demands, damages, costs, or causes of action of any nature whatsoever, whether known or unknown, present or future, arising out of or related to the ownership, operation, maintenance, repair, replacement, testing, or quality of water provided by any subdivision water well, water lines, or other water-related appurtenances thereto and no Lot Owner shall assert or maintain any claim against the Association or Trustees in connection therewith. This release and disclaimer shall be binding upon the Association, its successors and assigns, and shall inure to the benefit of the Lot Owners served by each well and their successors and assigns.

Severability. If any provision of this Amendment is held to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

All other provisions of the Declaration of Covenants, Conditions and Restrictions shall remain the same, in full force and effect.

IN WITNESS WHEREOF, Owners representing at least two-thirds (2/3) of all Lots in Ridgcrest have executed this Amendment to the Declaration of Covenants, Conditions and Restrictions of Ridgcrest as of the date first written above.

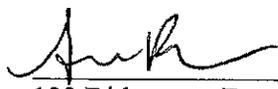
  
\_\_\_\_\_  
102 Ridgcrest Dr. Lot Number 1 Date 12/14/25

  
\_\_\_\_\_  
106 Ridgcrest Dr. Lot Number 2 Date 12/14/25

\_\_\_\_\_  
110 Ridgcrest Dr. Lot Number 3 Date \_\_\_\_\_

\_\_\_\_\_  
114 Ridgcrest Dr. Lot Number 4 Date \_\_\_\_\_

\_\_\_\_\_  
118 Ridgcrest Dr. Lot Number 5 Date \_\_\_\_\_

  
\_\_\_\_\_  
122 Ridgcrest Dr. Lot Number 6 Date 14 Dec 2025

\_\_\_\_\_  
124 Ridgcrest Dr. Lot Number 7 Date \_\_\_\_\_

  
\_\_\_\_\_  
125 Ridgcrest Dr. Lot Number 8 (Part) Date 12-14-25

  
\_\_\_\_\_  
128 Ridgcrest Dr. Lot Number 8 (Part) Date 12-14-25

My sig  
119 Ridgecrest Dr.

Lot Number 9

Date 12/14/25

111 Ridgecrest Dr.

Lot Number 10

Date \_\_\_\_\_

Richard C Hoeft  
105 Ridgecrest Dr.

Lot Number 11

Date 12/14/2025

Scott J Nacht  
101 Ridgecrest Dr.

Lot Number 12

Date 12/14/25

Alan Krause  
6137 Creech

Lot Number 13

Date 12-14-25

Scott Hansen  
15 Ridgecrest Ct.

Lot Number 14

Date 12/14/2025

Randy Eichholz  
10 Ridgecrest Ct.

Lot Number 15

Date 12/14/2025

Dan Johnson  
40 Ridgecrest Ct.

Lot Number 16

Date 12/14/25

STATE OF MISSOURI     )  
  )SS  
COUNTY OF LINCOLN    )

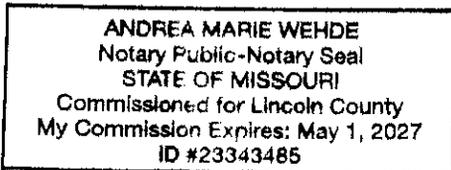
On this 14 date of December, 2025, before me, personally appeared to me,  
Charles Zieres, Scott Nachtmann, Alan Krause, Amber Roberts,  
Reggie Evans, Bruce Anderson, Richard Hoeft, Glennon Timme,  
Hevia Gothrie, Karen Salyer, Scott Hansen, + Randy Eichholz

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 at my office in Troy, Missouri, the day and year first above written.

  
Notary Public

My commission expires:



**EXHIBIT A**

Tract I:

A 42.309 acre tract of land within part of Section 26 Township 50 North, Range 1 West of the 5<sup>th</sup> P.M. and being more particularly described as follows: Beginning at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26 thence South 86 degrees 42 minutes 26 seconds East 1403.79 feet to a point; thence South 01 degree 29 minutes 00 seconds West 1285.65 feet to a point; thence South 79 degrees 55 minutes 47 seconds West 85.77 feet to a point; thence North 88 degrees 30 minutes 32 seconds West 1296.38 feet to a point; thence North 00 degrees 31 minutes 08 seconds East 1347.17 feet to the point of beginning. All as shown on a Plat by Fitch and Associates.

Tract II:

A 9.000 acre tract of land within part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 26, Township 50 North, Range 1 West of the 5<sup>th</sup> P.M. and being more particularly described as follows: Beginning at the Southeast corner of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 26; thence South 00 degrees 31 minutes 07 seconds West 671.69 feet to a point; thence North 87 degrees 12 minutes 01 seconds West 622.12 feet to a point; thence North 01 degree 46 minutes 12 seconds East 341.14 feet to a point; thence North 22 degrees 32 minutes 56 seconds East 350.50 feet to a point; thence South 87 degrees 13 minutes 21 seconds East 483.09 feet to the point of the beginning. All as shown on a Plat by Fitch and Associates.