

DECLARATION OF COVENANTS, CONDITIONS

- 2156

AND RESTRICTIONS OF

BOOK 445 PAGE 303

ROCK SPRINGS

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, owners of the following described parcels of land, in Rock Springs, a subdivision in Lincoln County, Missouri:

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 as Maker of this covenant, 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 whosoever 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 in said subdivision by injunction or other proceeding whether in law or equity.

1. The owner, Maxine Leonard, reserves the exclusive right to amend restrictions stated herein as long as any land is still owned by her, until 50% of lots are sold.
2. All streets and easements shall remain for the private roadway use of the owners of lots in this subdivision; provided, however, that the Trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easements rights therein or any portion or portions thereof, according to the plat map as recorded in the county courthouse, Book 10, Page 52, or as amended and changed by property owners.
3. All easements designated by deed are hereby created, as recorded in Book 10, Page 52, and established for the installation and maintenance of all utilities and drainage facilities.
4. All lots must be sold as originally deeded, according to the plat map recorded in Book 10, Page 52, with no purchaser resubdividing nor reselling any portion of any original lot. The term "lot" as used herein shall mean the original tract as sold by the owners listed above, whether sold by lot number, or a metes and bounds description for the purpose of yearly assessment. Each lot will consist of 1 yearly assessment.
5. There shall be no commercial use of any lot, except by the owners; profession or business without any sign or other means of advertisement of said profession or business.
6. 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 be not 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.

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7. Any building erected, altered, placed or permitted to remain on any lot shall be a one (1) single-family dwelling.
8. All dwellings shall be located according to the set-back lines hereby established:
 All residences constructed hereon shall be constructed no nearer than eighty-five (85) feet from the centerline of an access easement and any other outbuilding shall be constructed no nearer than one hundred twenty (120) feet from an access easement center line. No residence or other outbuilding shall be constructed nearer than fifty (50) feet to any side property line. No buildings or obstructions shall be constructed within one hundred feet (100) from the finish waterline of the main body of water regarding waterfront properties. An exterior covering of roll tar paper or other unsightly material shall be prohibited on all buildings. (All fire chimneys constructed shall be of the type and construction approved by the fire insurance underwriters. All fences, board or wire, shall be at least eighty-five (85) feet from center of an access easement, no set-back requirements on side fences). Variation may be allowed by trustees due to topography of land or special circumstances.
9. All boundary fences constructed, according to Covenant 8, must be of new material; wood or milling and in harmony with environment. No boundary, chain link, or any wire (barb, twisted, single strand, multi-strand) fences allowed. All board fences shall be of the type with openings aggregating not less than fifty percent (50%) of the fence. No barbed wire allowed, no stretching of wire, string rope, cable across any path or right-of-way.
10. No animal fence shall exist closer than a minimum distance of ten (10) feet from any lot line, bridle path, or access easement as stated in Covenant 8. Special variations may be granted by Trustees.
11. The construction, maintenance and use of outside toilets or latrines is prohibited and no open sewage or drain system shall be permitted for the disposal of sewage or water from internal house-hold purposes. All water or sewage shall be disposed of through sanitary septic tanks with aroomatic pumps or their equivalent, constructed according to plans, specifications, and instruction of the Missouri Board of Health, and the Water Pollution Board, and Department of Natural Resources, provided, however, that outside latrines or toilets may be permitted temporarily during the construction of a dwelling unit, but not to exceed a period of ninety (90) days and said latrine or toilets must be approved, in writing, by the trustees prior to its installation. In addition, each septic must be accompanied by a minimum fifty (50) gallon chlorinator system (tank) and it is the responsibility of each landowner to see that chlorine tablets are maintained in this treatment tank continuously.
12. All lot owners shall provide and maintain at their own expense private road entrances to their respective tracts; Such private entrances shall be constructed so as not to obstruct the side or cross drainage of the roadway. There shall be placed in all driveways to the property grade and depth a pipe culvert of not less than twelve (12) inches in diameter, if needed, made of corrugated galvanized metal or standard strength concrete pipe. Such driveways shall be surfaced and of an easy grade, coinciding with the connecting roadway.
13. All outside exterior walls of any structure shall be completely finished within 120 days after the footing or foundation of any structure has been completed. All construction shall be finished by 1 year of date started, including finish grade and exterior clean-up.
14. Construction of all earth contact homes is allowed when prior written approval is received by Trustees.

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15. All dwellings, including any attached garage, shall be located a minimum distance of ten (10) feet from any interior lot line.
16. No structure of a temporary character, modular home, mobile home, self-contained or pop-up, and trailers, basement, tent shack, garage, barn, or other outbuildings shall be used on any lot at any time on a permanent basis within site of the front street. Camping trailers, tents, or pop-ups may be used on weekends on a camping basis for no longer than two (2) weeks, within any six (6) month period.
17. Any dwelling constructed upon any lot shall be of all new materials except brick or stone.
18. A dwelling of the design commonly referred to or known as a one-story dwelling shall have a first floor living area, exclusive of that portion encompassed with an attached garage, of not less than one thousand three hundred fifty (1,350) square feet.
19. A dwelling of the design commonly referred to or known as split-foyer, shall have an upper level living area, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred fifty (1,350) square feet.
20. A dwelling of the design commonly referred to or known as split level shall have a floor living area above grade, exclusive of that portion encompassed within an attached garage, of not less than one thousand three hundred fifty (1,350) square feet.
21. A dwelling of the design of more than one store (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 garage, of not less than nine hundred sixty (960) square feet. And a total living area of not less than one thousand three hundred fifty (1,350) feet, excluding the basement area.
22. For the purposes of the covenants, eaves, steps, and open porches shall not be considered as part of the dwelling and attached garage.
23. Construction plans and specifications 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.
24. Prior to construction, Contractors are to pay a fee for road usage and/or any resulting road damage.
25. All repairs and maintenance performed on any structure on said lots must strictly conform to the original design of said structure. No additions of any type shall be made to the original structure unless approved in writing by the Trustees.
26. Plans contemplating improvement shall be submitted to the Trustees, prior to the commencement of work, and by the Trustees shall reject or accept these proposals 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.
27. 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.
28. 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.

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29. 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.
30. All grasses and weeds which may grow upon any lot shall be cut and trimmed by the owner of said lot so as not to permit a greater height than twelve (12) inches. If this is not done, the Trustees shall have the right to enter said lot and cut the grasses and weeds and an assessment for the cutting may be made and charged against the owner of said lot.
31. 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 on garbage pick-up days. Burn barrels shall be permitted as long as they are not unsightly.
32. No animals, livestock, or poultry, including swine of any kind shall be raised, bred, or kept on any lot; except one (1) horse per acre, dogs, cats and other household pets may be kept, provided, they are not kept, bred, or maintained for any commercial purpose. 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. No commercial kennels allowed.
33. 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; excepting recreational vehicles that are parked behind the building line with prior approval of the Trustees.
34. No automobile, motorcycle, 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 or screened porch from public view. None of the above enumerated items may be performed on any street of this subdivision.
35. All motor vehicles remaining on any lot or street longer than thirty (30) days, that is not in proper operating condition, shall be hauled away at the owners expense after written notification of said violation from Trustees.
36. ATV's and dirt bikes are allowed on existing roadways, (subject to speed restrictions) bridle paths and common ground yielding the right-of-way to pedestrians and horses.
37. ATV's and dirt bikes are not allowed off-roads after 11:00 P.M. weeknights and 12:00 A.M. weekends.
38. No careless or reckless driving on roadways (i.e.: doughnuts in middle of roadway, spraying rocks, or generally being destructive to roadways).
39. All motorcycles must be state licensed and must obey the motor vehicle regulations of the State of Missouri. Motorcycles must stay on established roadways. No 4X4 off roading will be allowed.
40. No horseback riding (without prior permission of lot owner) on private property.
41. Firearms, pellets, or B-B guns shall not be discharged in said subdivision unless target areas are approved by Trustees and approved bullet traps are operational. No shooting after dark is permitted.

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42. Lake Restrictions:

- (1) No docks or swimming platform permitted on lake.
- (2) No motor vehicles or horses permitted on dam.
- (3) No one is permitted to add any fish, frogs, crawfish or amphibious creatures to lake without permission of Trustees.
- (4) No trout-lob-nag or jug lines allowed. Rod and Reel only.
- (5) All State fishing restrictions must be obeyed.
- (6) Size limit on catfish and bass: 12" under may be kept. 15" and over may be kept. Between 12" and 15" must be released unharmed. State fishing regulations supercede all regulations enumerated above.
- (7) No littering or dumping of garbage in lake.
- (8) Bank fishing allowed only with lot owners permission, including bridle path fishing. Public access is available.
- (9) No chumming or feeding except with prior written permission from Trustees.
- (10) Fishing will be permitted by lot owners and their guests. Guests must have written permission or be accompanied by lot owners.
- (11) Lake restriction subject to change without notice.
- (12) No motor boats, gasoline engines, or fuel consumption devices are permitted on the lake. Sail boats, canoes, and similar type boats are permitted providing they are no longer than 12' in length. Electric trolling motors are permitted.

43. Water Well Restrictions:

- (1) No commercial wells may be drilled except by Trustees.
- (2) No lot owners shall drill a well for commercial purposes.
- (3) Lot owners may only drill wells for personal use.
- (4) No sharing of wells is permitted.
- (5) Water lines for personal wells may not cross existing roadways, common grounds, or boundary lines, or lines laid by other utilities without prior written consent by Trustees.
- (6) Fee for water shall be \$20.00 per month; this fee may be adjusted with 100% vote of Trustees and a 30 day written notice to lot owners. The monthly bill is considered delinquent if not paid within 30 days from date of billing.
- (7) A one time water well fee of \$2,000.00 shall be paid by the purchaser(s) of each lot, if they desire to become part of Rock Springs Trustee's Water System. This fee is payable to the Rock Springs Trustees upon closing of said lot. This fee may be adjusted as deemed necessary by unanimous vote of the Trustees without notice.
- (8) Upon construction, the lot owner(s) shall be charged a connection fee of \$350.00 for hook up to the main water lines. This fee may be adjusted by the Trustees without notice. Lot Owner will be responsible for the installation of water lines to the dwelling.

44. Drilling or exploration for gas or oil or any other natural resource, excluding water, is prohibited.
45. No excessive cutting of timber is permitted other than that which is required for the homestead without obtaining prior written permission from the Trustees.
46. There is hereby created and registered at the Courthouse in Troy, Missouri, in Book 411, Page 89, 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.

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47. The first Board of Trustees shall initially consist of Bill Roberts, Paul Sweeney, and John Conatempo as recorded at the Courthouse. Bill Robert's term shall expire July 12, 1989. Paul Sweeney's term shall expire July 12, 1988. John Conatempo's term shall expire July 12, 1989.
48. Thereafter, each member of the Board of Trustees shall serve for a term of two (2) years, and until his successor shall have been elected and qualified. Each trustee will be elected from among the lot owners at the time of election.
49. In the event any of the Trustees shall die, decline to act, or become incompetent to act for any reason, then the remaining Trustees shall appoint a successor or successors to fill the vacancy until a lot owners meeting can be called to nominate and vote on a successor Trustee. At the end of each Trustees term, a lot owners meeting will be called to nominate and vote on new Trustees.
50. A special meeting of the lot owners may be called by the Trustees upon their own motion or upon petition of five (5) lot owners in the subdivision.
51. In all voting, whether for the election of Trustees, or for any other purpose whatsoever, each owner regardless of number of lots owned, shall represent one (1) vote. In order to have a voting right, there must be no outstanding assessments upon the land owner's interests in the property.
52. The Trustees shall have the power and authority to prevent, in their names as Trustees, violation of any express trust, or 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 on his own behalf, but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory.
53. 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 herein after provided; and in the manner and subject to all the conditions hereinafter provided in this Paragraph and Restriction 54.
 - (1) To make uniform assessments not to exceed NINETY AND NO/100 DOLLARS (\$90.00) on each 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 improvements and maintenance and upkeep of the streets.
 - (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 50% of the lot owners in said subdivision, the Trustees shall, in the manner hereinafter described in Restriction 54 (2), notify all owners of lots in said subdivision of the additional assessments; the limit of \$90.00 a lot per year for general purposes as provided in Restriction 53 (1) shall not apply to any assessment made under the provision of this paragraph.
54. All assessments, either general or special, made by the Trustees for the purposes hereinabove enumerated shall be made in this manner

and subject to the following procedure, to-wit:

- (1) Except as otherwise provided, no assessment shall be made upon resolution 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.
 - (2) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of the legal title. Service in any one of the said methods shall be sufficient.
 - (3) Assessments shall be made on a lot basis. The lots are shown on the recorded plat of said subdivision.
55. Each tract owner must be responsible to pay an annual maintenance fee to cover road grading, road repair, snow removal, stocking of the lake, and expenses deemed necessary by the Trustees. The fees are payable by April 1 of each year and considered delinquent if not paid by May 1st of the same year. This fee is payable at closing by new tract owners and pro-rated as to time of purchase. The annual fee is set at NINETY AND NO/100 DOLLARS (\$90.00) and may increase no more than ten percent (10%) in any one (1) year. Any increase must be a 100% vote of the Trustees. Failure to pay on time will result in a TEN AND NO/100 DOLLARS (\$10.00) late fee for each and every month delinquent or fraction thereof. The Trustees are empowered to file a mechanic's lien on any lot or tract that is delinquent after May 15th of the same year and said Trustees on behalf of the property owners are empowered to take any legal action or remedy available, to collect the delinquent assessment, plus simple interest at 12% per annum on the outstanding principal amount, delinquent amount, plus late charges, court costs and legal fees incurred to collect the delinquent amount. If assessments are delinquent, land owner forfeits his or her voting right until said assessments, late charges, etc., are paid in full.
 56. The Trustees may receive, hold, convey, dispose of for any purpose mentioned in this indenture, any gift, grant, conveyance or donation of money or real or personal property.
 57. 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 legal counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, in their capacity as Trustees.
 58. No forfeiture shall be constructed for violation of these restrictions, but they may be enforced by injunction or other court action. Violation or breach of any condition, covenants, or restriction herein contained shall give the Trustees, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then owner or owners of the subject property, provided such proceeding results in a finding that such owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Trustees in seeking such enforcement.
 59. Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.
 60. The Trustees shall have the right after reasonable notice to the Owner thereof, to enter any lot or tract at any reasonable hour on any day to perform such maintenance as may be deemed necessary.

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BOOK 480 PAGE 85

WATER WELL AGREEMENT

ROCK SPRINGS
LINCOLN COUNTY, MISSOURI

BOOK PAGE

Rock Springs Water is a water service for Rock Springs Subdivision by Rock Springs Water and acknowledges that it's duties are to provide water to all residence and owners of property of Rock Springs, Missouri under the terms and guidelines contained herein.

It is the sole responsibility of Rock Springs Water to provide water service to each home located in Rock Springs and the cost thereof is included in the land sale contract of \$2,000.00 per lot sold at the time of purchase of said tract.

Each tract owner receiving water to their residence or tract is billed a monthly fee of \$20.00 per month which includes unlimited use of water to that tract. Swimming pools and water requirements other than normal residential are special billed and will increase the \$20.00 monthly charge accordingly. This amount to be changed only after proper written notice 30 days prior to change. The monthly bill is considered delinquent if not paid within 30 days from date of billing and any court costs involved in collection of said charges are to be paid by the resident along with reasonable attorneys fee.

Each tract owner is charged a one time fee of connection to the water system. The current charge is \$350.00

Rock Springs Water is 100% responsible for the maintenance, repair and operation of the water system and assumes all responsibility for any expenses incurred in the operation thereof. This water well agreement shall supercede all previous agreements and render them null and void.

The undersigned parties agree that they hereby bind them selves, their heirs or assigns this date herein, to the terms and conditions hereinabove outlined regarding the responsibilities of this water well agreement.

Paul Swisher
Paul Swisher
John Canalempo
John Canalempo
Bill Roberts
Bill Roberts
Rock Springs Trustees

February 17, 1989

Subscribed & sworn to before me this
17th day of February, 1989.



Ruby Faye Albrecht
RUBY FAYE ALBRECHT
My Term Expires: 2-21-90

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BOOK 913 PAGE 170

ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCK SPRINGS IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, it is deemed in the best interest of all persons who may become and are already owners 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 owners of property, known as Rock Springs Plat 1, in accordance to the covenants and restrictions filed in the courthouse in the county of Lincoln, State of Missouri, at Book 445 Page 303 make the following changes and amendments to said covenants and restrictions.

- 1. All property described as that property in sections 26, 27 & 35 township 48 north, range 1 west, Lincoln County, Missouri, and designated by plat map recorded in Book 11 Page 116 in the county of Lincoln, State of Missouri, shall here forward be known as Rock Springs Plat Two and shall become a part of the Rock Springs Subdivision and be governed by the covenants and restrictions already recorded in Book 445 Page 303 along with the following amendments to those restrictions.
2. Amendment to restriction 4 to include that any lot larger than six (6) acres as originally plotted may be subdivided into lots no less than three (3) acres in size and that each subdivision shall carry an assessment according to those restrictions already filed and any amendments to those restrictions.
3. Amendment to restriction number 43 subheading number (4) shall read that no shared wells, unless such shared well plans be submitted to the Trustees for approval in writing and the Trustees shall either approve or disapprove such plans in writing.
4. Amendment to restriction number 54 to add subheading number (4) to wit: Two or three lots may be combined and used as one lot. In such case an annual assessment on combined lots shall be as follows: Instead of the annual assessment of \$ 90.00 on each lot two combined lots will carry an assessment of \$ 125.00. Three combined lots will carry an annual assessment of \$ 150.00. This amendment shall only be for the purpose of annual assessments and shall remain as the lot was originally plotted for the purpose of resale or subdividing.

Signature lines for John Hancock, including a handwritten signature and the printed name JOHN HANCOCK.

State of Missouri, County of St. Louis, On this 21st day of August, 1998, before me personally appeared John Hancock

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Notary Public signature and name: Lori Sibert, My term expires 10-17-1999

Notary Public Seal: LORI SIBERT, Notary Public - St. Louis, MO, My Commission Expires Oct. 17, 1999

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STATE OF MISSOURI
County of Lincoln
I hereby certify that this instrument was
FILED FOR RECORD on 8-30 19 96
at 10 o'clock 15 min A.M. and is
recorded in Book 913 Page 170.

MELBA HOUSTON
Recorder of Deeds
Melba Houston

STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD
AUG 30 1996
10 o'clock 15 Min A.M.
MELBA HOUSTON, Recorder
2100

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BOOK 913 PAGE 164

ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCK SPRINGS IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, it is deemed in the best interest of all persons who may become and are already owners 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 owners of property, known as Rock Springs Plat I, in accordance to the covenants and restrictions filed in the courthouse in the county of Lincoln, State of Missouri, at Book 445 Page 303 make the following changes and amendments to said covenants and restrictions.

- 1. All property described as that property in sections 26, 27 & 35 township 48 north, range 1 west, Lincoln County, Missouri, and designated by plot map recorded in Book 11, Page 161 in the county of Lincoln, State of Missouri, shall here forward be known as Rock Springs Plat Two and shall become a part of the Rock Springs Subdivision and be governed by the covenants and restrictions already recorded in Book 445 Page 303 along with the following amendments to those restrictions.
2. Amendment to restriction 4 to include that any lot larger than six (6) acres as originally plotted may be subdivided into lots no less than three (3) acres in size and that each subdivision shall carry an assessment according to those restrictions already filed and any amendments to those restrictions.
3. Amendment to restriction number 43 subheading number (4) shall read that no shared wells, unless such shared well plans be submitted to the Trustees for approval in writing and the Trustees shall either approve or disapprove such plans in writing.
4. Amendment to restriction number 54 to add subheading number (4) to wit: Two or three lots may be combined and used as one lot. In such case an annual assessment on combined lots shall be as follows: Instead of the annual assessment of \$ 90.00 on each lot two combined lots will carry an assessment of \$ 125.00. Three combined lots will carry an annual assessment of \$ 150.00. This amendment shall only be for the purpose of annual assessments and shall remain as the lot was originally plotted for the purpose of resale or subdividing.

Handwritten signatures and names of property owners including Mrs. Lathy Sweeney, Rhonda Lacy, Jean Roberts, David Dollard, Mary Poze, Beverly N. Reid, Paul Sweeney, Michael Sweeney, Bill Roberts, Jack H. Verseman, Jacqueline Verseman, Nick Poze, and William J. Reid.

ACKNOWLEDGMENT- One or More Persons.

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State of Missouri, } ss. On this 28th day of July, 1996.
County of Lincoln } before me personally appeared Paul Sadeenoy and Kathy Sadeenoy, husband and wife,
Bill Roberts and Joan Roberts, husband and wife and David Colvard, a single person
to me known to be person described in and who executed the foregoing instrument, and acknow-
ledged that they executed the same as their free act and deed.

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

My term exp

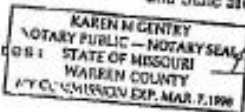


Karen M. Sadeenoy
Notary Public.

State of Missouri, } ss. On this 4th day of August, 1996.
County of Lincoln } before me personally appeared Jack H. Kerseman and Jacqueline Kerseman,
husband and wife, Nick Poetz and Karen Poetz,
to me known to be person described in and who executed the foregoing instrument, and acknow-
ledged that they executed the same as their free act and deed.

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

My term expires



Karen M. Sadeenoy
Notary Public.

State of Missouri, } ss. On this 27th day of August, 1996,
County of Warren } before me personally appeared William J. Reid and Beverly W. Reid, husband and wife
to me known to be person described in and who executed the foregoing instrument, and acknow-
ledged that they executed the same as their free act and deed.

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

My term exp



Karen M. Sadeenoy
Notary Public.

State of Missouri, } ss. On this _____ day of _____

STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD
AUG 30 1996
At 10 o'clock 00 Minutes AM
MELBA HOUSTON, Recorder

STATE OF MISSOURI
County of Lincoln
I hereby certify that this instrument was
FILED FOR RECORD on 8-30-96
at 10 o'clock 00 min AM, and is
recorded in Book 913 Page 164
MELBA HOUSTON
Recorder of Deeds
By Jane Howard
Deputy



Rock Springs Plat One

County of Lincoln
FILED FOR RECORD

OCT 30 1984

MELBA TUCKER, Recorder

