

McCrae  
24

BOOK 585 PAGE 408



STATE OF MISSOURI  
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on  
the 8th day of  
March 2007 at the hour of  
8 o'clock and 23 minutes A. M., and  
recorded in deed Book 585  
on page 408

Witness my hand and official seal  
Sheila See, Recorder of Deeds

Sheila See  
By Pat Sunklear Deputy

RECORDED  
INDEXED

RESTRICTIONS AMENDMENT

Whereas, the duly undersigned duly elected Trustees of Lone Tree Lake estates, did hold and conduct an election, pursuant to proper request, to amend the Restrictions of Lone Tree Lake Estates, recorded at Book 276, Page 822, Montgomery county Deed Records, and

Whereas, such election did cause the proposed amendment to said Restrictions to pass with more than a two-thirds majority vote,

Now, therefore, the undersigned Trustees do declared that the Restrictions of Lone Tree Lake Estates, as recorded at Book 276, Page 822, Montgomery County Deed Records are amended to change the first sentences of Restriction 19 to read as follow:

- 19. The developers or the trustees will collect a yearly maintenance fee of \$150.00 per lot per year, from which they will pay any taxes, insurance and maintenance fees on the lake, spillways, roads, park areas and dam, or other expenditures approved by the trustees.

Said Restrictions of Lone Tree Lake Estates recorded at Book 276, Page 822, Montgomery County Deed Records, are hereby declared amended.

In witness whereof, Brad Walkenbach, Kristen Knipping and Jesse McCrae, as Trustees of Lone Tree Lake Estates have executed this Restriction Amendment as of this 5th day of March, 2007.

Brad Walkenbach

Kristen Knipping

Jesse McCrae

" NOTARY SEAL "  
Victor O. Wiser, Notary Public  
Montgomery County, State of Missouri  
My Commission Expires 10/1/2009  
Commission Number 05401493

On this 5th day of March, 2007, before me personally appeared Brad Walkenbach, Kirsten Knipping and Jesse McCrae, to me known to be the persons described herein 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 by seal in Montgomery County, Missouri the day and year last written above,

My Commission expires: 10-1-2009 Victor O. Wiser

To: Lone Tree Lake Property Owners

From: Lone Tree Property Association Board of Directors

RE: Impact Fee for Road Maintenance

Date: July 6, 2007

At the annual meeting of the Association last week it was discussed that an alternative to a blanket fee increase for Association maintenance should be an option. The concept of an "impact fee" on construction was suggested. The fact is that, in addition to the routine maintenance of the roads and common properties, a major increase in costs is associated with the heavy construction traffic when housing or building additions occur.

The Board has studied the issue and finds that generally about \$300 in additional road repairs, etc. are associated with a new house on the lake.

Other Associations have provisions for this issue. A nearby development has a standard \$400 assessment to the property owner when construction is initiated.

The Board recommends an impact fee on new construction to assure that the budget can sustain costs when needed and to avoid overall assessments when possible. However, no two construction projects are alike in size or scope. Therefore, the extent of road repair will be a function of the specific activity.

The Board recommends that the following policy be added to the Association By-Laws effective September 1, 2007

*"Effective September 1, 2007 any property owner who applies for and receives a county permit for the construction of new or additional buildings or improvements to his/her Lone Tree Lake property shall pay to the Association, within 60 days of receipt of such permit, an amount equal to \$.15 x the square footage described on the approved building permit. Failure to pay this impact fee assessment will result in a lien being placed against the violating property owner by the Association."*

This fee will affect only property owners undertaking construction requiring permits. It will not apply to the construction of any buildings or improvements, otherwise consistent with Association covenants, where such county permits are not required. For a 2,000 square foot project the fee would be \$300.

The Board recommends that the membership accept this proposed amendment. It will be assumed, absent any response to the contrary, that the majority of the Association concurs. If you do not concur and want the Board to reconsider, please contact Brad Walkenbach or Jesse McCrae by August 15, 2007. If you concur with this recommended action, you need not respond.

Thank you for your consideration.

Brad Walkenbach  
Jesse McCrae

**INDEXED**  
**RECORDED**

BOOK 276 PAGE 535  
18  
Hartman

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF MONTGOMERY)

FILED FOR RECORD  
IN MY OFFICE AT  
o'clock 5:10 min. P.m.

JUN 15 1992

In Re: Lone Tree Lake Estates  
as per plat thereof recorded  
in Plat Cabinet Slide A-82

PATRICIA BUFKA  
Cir. Clk. & Ex-Officio Recorder  
Montgomery County, Mo.

RESTRICTIONS AMENDMENT

Whereas, the undersigned duly elected Trustees of Lone Tree Lake Estates, did hold and conduct an election, pursuant to proper request, to amend the Restrictions of Lone Tree Lake Estates, recorded at Book 276, Page 822, Montgomery County Deed Records, and

Whereas, such election did cause the proposed amendment to said Restrictions to pass with more than a two-thirds majority vote,

Now Therefore, the undersigned Trustees do declare that the Restrictions of Lone Tree Lake Estates as recorded at Book 276, Page 822, Montgomery County Deed Records are amended to include the following additional restriction, to be placed at the end of restriction #6:

No lot may be sold for multiple family ownership. Only one family shall be allowed to own any one lot. "Family" shall be defined to mean husband and wife or single parent and their dependent children living at home with them on a permanent basis or a single person not married.

Said Restrictions of Lone Tree Lake Estates recorded at Book 276, Page 822, Montgomery County Deed Records, are hereby declared amended, with an original hereof to be recorded in the Montgomery County Deed Records.

In Witness Whereof, David Hartman, Mark Winklemann and Douglas Kiderlen, as Trustees of Lone Tree Lake Estates, have executed this Restriction Amendment as of this 12th day of June, 1992.

David Hartman  
David Hartman  
Mark Winklemann  
Mark Winklemann  
Douglas Kiderlen  
Douglas Kiderlen

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF GASCONADE )

On this 12th day of June, 1992, before me personally appeared David Hartman, Mark Winklemann and Douglas Kiderlen, to me 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 by seal in the County and State aforesaid, the day and year last above written.

Laurie Fredrick  
Laurie Fredrick - Notary Public

My Commission Expires:  
Sept. 29, 1992

Commissioned in Gasconade County, Missouri  
Laurie Fredrick  
NOTARY PUBLIC  
GASCONADE COUNTY  
STATE OF MISSOURI  
MY COM. EXPIRES SEPT. 29, 1992

RECORDED

INDEXED

276 PAGE 822

FILED FOR RECORD IN MY OFFICE AT 9 o'clock 31 min. A.M. MAY 13 1982 CALVIN G. WINTER Ch. Clk. & Ex-Officio Recorder Montgomery County, Mo.
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RESTRICTIONS

WHEREAS, VIRGIL HARTMAN and GLADYS HARTMAN, his wife; DAVID HARTMAN, a single person, and CHARLES BAUMSTARK and VERNIEL BAUMSTARK, his wife, are the owners of that part of the NE $\frac{1}{4}$  of Section 15, Township 46 North, Range 6 West of the 5th P. M., lying South and East of the centerline of the county road, in Montgomery County, Missouri, (exact legal description to govern.)

AND said owners have platted the same into a subdivision known as LONE TREE LAKE ESTATES recorded in Plat *CABINET SLIDE A-82* of the Montgomery County Recorder's Office.

AND whereas said owners may develop the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 15, Township 46 North, Range 6 West of the 5th P. M., into lots subject to the herein restrictions.

AND whereas said owners intend to develop said property for residential and recreational purposes, now therefore, all lots sold in LONE TREE LAKE ESTATES shall be subject to the following covenants and restrictions.

1. Said lots shall be used exclusively for residential and recreational purposes, except those lots designated park area on the plat. No lots shall be resubdivided.

2. No more than one single family dwelling with a minimum of 900 square feet of living space, exclusive of porch area and garage, may be erected or constructed on any one lot other than one other building for garage, homeworkshop or storage purposes. No structure shall be wholly or partly covered with tar paper, canvas, rollbrick, siding, or other similar material of undersirable quality. No other out buildings of any type shall be suilt or permitted on said lots. No additions shall be made to the initial structure, and no garage, home-workshop or storage building shall be erected which does not conform to quality of workmanship, materials, harmony of external design with the existing structure and grade elevation. No mobile homes or house trailers are allowed on any lot.

3. Owners shall cut the brush and weeds on said lot or lots at least once a year to prevent fire hazard. If this is not done, grantors or their successors in interest, shall have the right to do so, and assess the owner of any lot for the cost of said cutting. In the event the lot is unimproved and in hay, grantor may cut and remove the hay at no cost to the lot owners.

4. All garbage must be deposited in covered fly and insect proof containers in a place where they will not be offensive to other property owners. No refuse, garbage, cans, bottles, or any other litter shall ever be thrown or deposited in the lake. Each lot owner is responsible for the removal of his own garbage and trash.

5. No outside toilet shall be allowed. Septic tanks shall be allowed but must be constructed so as to meet state standards and all effluent must dissapate above the water level of the lake.

All toilets, baths, showers, sinks, laboratories and inside drains must be connected to the septic tank and drain field.

6. No sale of any lot by a lot owner other than the developer, shall be consummated without giving at least fifteen days written notice to grantors, and the owners of the two lots adjoining said lot on the sides, of the terms thereof; and the name of the prospective purchaser; and any of them shall have the right to buy said lot on such terms. Such notice shall be personally served if service can be made in the subdivision; notice shall be mailed to such person at the address last known to the grantors. Affidavit of the person making service shall be sufficient thereof to protect a purchaser or a title company certifying as to the state of this title.

7. Use of the lake for any purpose will be at the individuals own risk. The developing owners or their successors assume no responsibility.

8. No docks shall be constructed by any lot owner. Lot owners having a non-lake frontage lot may enter the lake by means of the park area. Said lot owners may launch and tie up boats only in these areas. The developer reserves the right to build one dock in park area for use of all property owners. No structure shall be built in or on the lake, nor in or on the spillway nor on the dam.

9. No clearing of the natural live timber other than that necessary for construction of a dwelling or driveway is allowed without the approval of the developer for some specific reason. Removal of dead timber or that which has fallen is allowed.

10. Easements for a walkway and for utilities are reserved on the plat of the subdivision. These easements will be fifty feet off the high water line and ten feet off sides and rear of all lots and twenty feet off any road right-of-way. No structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of the utilities.

11. All roads, the lake, dam, spillway and park areas are dedicated to the lot owners for their use and all lot owners shall share the cost of their operation, repair, reconstruction and taxes.

12. use of the lake and park areas is limited to lot owners and their guests. All guests must be accompanied by the lot owner or a member of his family.

13. Fishing is allowed in the lake subject to the rules and regulations of the Missouri Conservation Commission in regard to size, limit and license, with one exception; no use of minnows as bait is allowed.

14. No water skiing on the lake is allowed. No out board motor above five horsepower is allowed to be used on the lake.

15. All buildings are to be completed within one year from

date the foundation is dug.

16. The maintenance of hogs, chickens, cattle and goats shall be prohibited on all tracts.

17. The Developers will manage the subdivision business until all lots in the subdivision are sold or until they elect to appoint, for two years, three trustees to manage the subdivision for the benefit of all owners. After a two year term, the lot owners will hold an election of trustee's to elect the same or three new trustee's to manage the subdivision. The appointed and elected trustee's will hold office without compensation for a two year term. If a trustee resigns, dies or sells his lot, it is the responsibility of the remaining trustee's to appoint a new trustee for the remaining term of the trustee who so resigns, dies or sells his lot.

18. Campers, camp trailers, motor homes and tents cannot remain on tracts for no more than a period of two weeks.

19. The developers or the trustee's will collect a yearly maintenance fee of \$75.00 per lot per year, from which they will pay any taxes, insurance and maintenance fees on the lake, spillways, roads, park areas and dam, or other expenditures approved by the trustees. Trustee's will deposit all collected fees in a federally insured bank and all checks written on the account must have the signature of two trustee's. The collection of said \$75.00 fee per lot from each lot owner will be on July 1 of each year or prorated at the time of purchase. In the event the assessment remains unpaid for sixty days from due date, such sum, together with interest thereon, a reasonable attorney's fee and court costs, shall be collectable as a lien upon said real estate in and by suit, action or other proceedings in any court of competent jurisdiction, or otherwise, and that upon the conveyance of any part of the lands described herein, the grantee hereof and each and every successive owner and/or owners, shall from the time of acquiring title and by the acceptance of such title by Deed or otherwise, be held to have covenanted and agreed as aforesaid to pay the developers or the trustee's, their successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with the terms and provisions thereof.

20. The lot owners may amend these restrictions by two-thirds majority vote. Such amendment must be recorded at the office of the Recorder of Deeds of Montgomery County, Missouri. The election to amend these restrictions must be held by the trustee's when three or more lot owners, other than the trustee's, request such an election.

21. These restrictions shall be considered as covenants running with the land and shall bind the purchasers, their heirs, executors, administrators, and assigns for a period of forty years from the date hereof and if any of said owner, or owners, their heirs, executors, successors or assigns shall violate or

attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. Upon the expiration date of the herein covenants and restrictions, new restrictions may be promulgated by a two-thirds majority of the owners.

IN WITNESS WHEREOF, Virgil Hartman and Gladys Hartman, his wife; David Hartman, a single person, and Charles Baumstark and Verniel Baumstark, his wife, have caused these presents to be signed this 11<sup>th</sup> day of May, 1982.

Virgil Hartman  
Gladys Hartman  
David Hartman  
Charles Baumstark  
Verniel Baumstark

STATE OF MISSOURI  
 COUNTY OF GASCONADE

On May 11, 1982, before me personally appeared Virgil Hartman and Gladys Hartman, his wife; David Hartman, a single person, Charles Baumstark and Verniel Baumstark, his wife, to me 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 in the County and State aforesaid, the day and year last above written.

Donna F. Mundwiller  
 Donna F. Mundwiller  
 Notary Public

Commission Expires:  
 9/23/82

DEPT. OF REVENUE  
 DIVISION OF RECORDS & ADMINISTRATION  
 13th  
 May 18 1982  
 31  
 Misc. 276  
 822  
 By Jessie S. Susselt