

RECORDER OF DEEDS CERTIFICATION

GASCONADE COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged the \$25.00 non-standard fee status pursuant to RSMo59.310.3, and this certificate has been added to your document in compliance with the laws of the State of Missouri.

Judith A. Schulte
Circuit Clerk & Ex-Officio Recorder of Deeds
119 E. First Street, Room 6
Hermann, MO 65041

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT
DO NOT REMOVE THIS PAGE.

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Title of Document: RESTRICTIONS OF SEE-TAL RIDGE SUBDIVISION

Date of Document: 9/6, 2005

GRANTOR: See-Tal Ridge Subdivision

GRANTEE: State of Missouri
Grantees Address: Jefferson City, Mo. 65101

Legal Description: As per See Tal Ridge Subdivision Plat recorded on 6/20/05 in Doc.
No. 2005-2347 in Plat Bk. 4, Pg. 28, Slide 228.

Reference:

**RESTRICTIONS OF SEE-TAL
RIDGE SUBDIVISION**

WHEREAS, JAMES HOLLAND AND JANICE HOLLAND, his wife, and JEFF BUDNIK AND GRETCHEN BUDNIK, his wife, are the owners of part of the SE ¼ of the SW ¼ of Section 36, Twp. 46 N, Range 5 West of the 5th P.M., of the City of Hermann, County of Gasconade, Mo., and,

WHEREAS, said Owners have platted the same into a subdivision known as See Tal Ridge Subdivision, on 6/20/05 in Doc. No. 2005-2347 in Plat Book 4, Page 28, Slide 228, Gasconade County Records, and,

WHEREAS, Owners intend to develop said property for residential purposes.

WHEREAS, this development subdivision and See Tal Subdivision are situate in the SW ¼ of the SW ¼ of Sec. 36, Twp. 46 North, Range 5 West and part of the NW ¼, lying East of Missouri Hwy. 19, in Section 1, Twp. 45 N, Range 5 West of the 5th P.M., in the City of Hermann, Gasconade County, Mo., have the same or similar purposes and ideal in development of the respective subdivision that the parties agreed that lot owners in See Tal Ridge Subdivision have similar restrictions as that of See Tal Subdivision.

NOW THEREFORE, all lots and common use ground in See Tal Ridge Subdivision shall be subject to the covenants and restrictions as follows:

SECTION ONE: Covenants and Restrictions:

1. Said lots shall be used exclusively for residential purposes, except those lots designated as recreational or park areas on the plat.
2. 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, grantor or its successor in interest shall

have the right to do so, and assess the owner of any lot for the cost of said cutting.

3. 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.
4. No outside toilet shall be allowed. No septic tank shall be allowed. All toilets, baths, showers, sinks, laboratories and inside drains must be connected to the sewer line.
5. No sale of any lot owner other than the developer shall be consummated without giving fifteen (15) day written notice to grantor, the Board of Trustees, and the owners of all contiguous lots adjoining said lots, of the terms thereof and the name of the prospective purchaser; and any of them shall have the first right of refusal to purchase 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 grantor. Affidavit of the person making service shall be sufficient evidence thereof to protect a purchase or a title company certifying as to the state of the title.
6. No clearing of the natural live timber other than that necessary for construction of the dwelling or driveway is allowed without the approval of the trustees or corporation for some specific reason. Removal of dead timber or that, which has fallen, is allowed.

7. Easements for all utilities are reserved on the plat of the subdivision. No structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of the utilities. These easements will be 10 feet off sides and rear of lots and 20 feet off any road right-of-way. All new construction within said subdivision shall be serviced by underground utilities. No above ground utilities shall be constructed on any lot without prior written approval of the developer of See Tal Ridge Subdivision prior to sale of lot.
8. See Tal Ridge Subdivision may have and do have certain covenants and restrictions which cannot be less restrictive than the Restrictions and Covenants of See Tal Subdivision under agreement with See Tal Subdivision, whereas lot owners in See Tal Ridge Subdivision may use lake and common areas of See Tal Subdivision upon payment of dues and abiding by the rules and conditions of See Tal Subdivision as they apply to the use of the lake and common grounds.
9. No more than one single family dwelling with a minimum of 1700 square feet of living space on a one story home and 2700 square feet of living space on a two-story home, exclusive of basement, porch and garage areas may be erected or constructed on any one lot other than one other building for garage, home, workshop, or storage purposes. No structures which are pre-manufactured in a mobile or modular manner shall be permitted to be permanently erected as a single family dwelling in the subdivision. No structure shall be wholly or partly covered with tarpaper, canvas, roll brick

siding, or other similar material of undesirable quality. No other out building of any type shall be built or permitted on said lot. 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 the quality of workmanship, materials, harmony or external design with the existing structure, and grade elevation.

10. All residences must have a total brick or stone front on the entire fronts excluding gables and bay windows.
11. All references to developer as to See Tal Ridge Subdivision shall mean James Holland, Janice Holland, Jeff Budnik and Gretchen Budnik.
12. See Tal Ridge Subdivision property owners and developer shall have sole responsibility and all duties and obligations for construction, maintenance, and repairs in See Tal Ridge Subdivision concerning roadways and utilities in See-Tal Ridge Subdivision until accepted by the City of Hermann, Mo..
13. All plans for initial construction, colors, materials and landscaping must be approved by the developer of See Tal Ridge Subdivision and thereafter by See Tal Ridge Building Committee, which shall consist of 3 lot owners of See Tal Ridge Subdivision first appointed by the developer for three year staggered terms, then thereafter, by election of lot owners. Terms shall be for three years, beginning after appointment of Developer. After initial construction on all lots the committee shall disband.
14. 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 40 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 lot 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.

15. The developers will manage the subdivision business until all lots in the subdivision are sold or until it elects to appoint a Board of Trustees for See Tal Ridge Subdivision to manage this subdivision for the benefit of its owners. After appointment of the Board of Trustees of See-Tal Ridge Subdivision, the lot owners will elect the trustees of See Tal Ridge Subdivision to elect the same or three new trustees to manage the subdivision. The terms shall be one year.

These Special Restrictions and Covenants may be amended and revoked by 2/3's of the lot owners of See Tal Ridge Subdivision.

16. All buildings are to be completed within one year from the date the foundation is dug.
17. Mobile homes may not be used as residences within the subdivision.
18. The developers of each subdivision will manage each subdivision business until all lots in the subdivision are sold or until it elects 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 of both subdivisions will hold an

election of trustees to elect the same or three new trustees to manage both subdivisions. The appointed and elected trustees will hold office with compensation for two year terms. If a trustee resigns, dies or sells his or her lot, it is the responsibility for the remaining trustees to appoint a new trustee for the remaining term of the trustee who so resigns, dies or sells his/her lot.

19. Assessment: The Board of Trustees, its successors and assigns, is hereby authorized, empowered and granted the right to assess the owner of any lot in See Tal Ridge subdivision on the first day of July of each year hereafter, such sum as the Board of Trustees shall deem necessary for the purpose of carrying out any and all of the general duties and powers of the Board of Trustees as herein described, including, but not limited to, the defense and enforcement of all restrictions, the upkeep and maintenance of dams, roads, parks and amenities, however that no assessment for any one year shall exceed the sum of \$200.00, and provided further that the assessment as levied each year shall be and become a lien without filing of suit or legal procedure to establish such lien on said lot if not paid within 30 days after July 1 of the year in which the assessment is made. Such general or special assessments shall be used only for the purpose of both subdivisions.

At any time the Board of Trustees, its successor or assigns, shall consider it necessary to make any expenditures requiring an assessment additional to the general assessment above provided, the Board of Trustees shall submit in writing the owners of all lots in the subdivisions for approval and outline the plan for the maintenance or improvement contemplated base on a firm bid

secured therefore and such additional special assessment required. If such maintenance or improvements and special assessment so stated be approved by written consent and authorization, duly acknowledged and recorded, of the Board of Trustees and the owners of two-thirds majority of the lots in both subdivisions. The Board of Trustees shall access the owner of any lot in the subdivisions such additional special assessment, which assessment as levied shall become a lien without filing of suit or legal procedure to establish such lien on said lot if not paid within 30 days of the assessment.

In the event the suit is necessary to collect any assessment, either general or special, the lot owners or their assigns, shall pay all costs of collection, including a reasonable attorney fee.

At any time the Board of Trustees, its successor or assigns, shall consider it necessary to make any expenditures requiring an assessment additional to the general assessment above provided, the Board of Trustees shall submit in writing to owners of all lots in the subdivision for approval and outline the plan for the maintenance or improvement contemplated base on a firm bid secured therefore and such additional special assessment required. If such maintenance or improvements and special assessment so stated be approved by written consent and authorization, duly acknowledged and recorded of the Board of Trustees and the owners of two-thirds majority of the lots in the subdivision, the Board of Trustees shall access the owner of any lot in the subdivision such additional special assessment, which assessment as levied shall become a lien without filing

of suit or legal procedure to establish such lien on said lot if not paid within 30 days of the assessment.

In the event the suit is necessary to collect any assessment, either general or special, the lot owners or their assigns, shall pay all cost of collection, including a reasonable attorney fee.

20. The lot owners of the subdivision may amend these restrictions by 2/3-majority vote. Such amendments must be recorded at the office of the Recorder of Deeds of Gasconade County, Mo. The election to amend these restrictions must be held by the trustees when three or more lot owners, other than the trustees request such an election.

21. Water and all other utilities will be furnished by the City of Hermann at regular rates. Water and sewer lines will be installed by the Developer and run through easements to each individual lot owner's property line. After said water and sewer lines are accepted by the City, they will be maintained by the City.

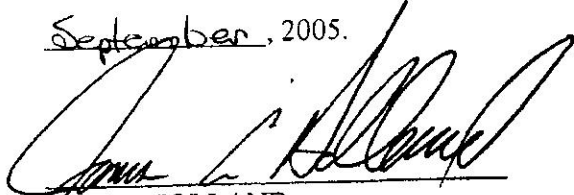
22. The owner of any lot and/or the prime contractor for the development of any lot in the See Tal Ridge Subdivision shall be responsible for the repair or replacement of all common grounds of See Tal Ridge and See-Tal Subdivisions which are damaged by the owner and/or prime contractor, or any subcontractor of the owner and/or prime contractor. Prior to the commencement of any new construction on any lot in See Tal Ridge Subdivision, the owner, and/or prime contractor will provide a security deposit for the repair of said common grounds, including all roads or paths not

dedicated to and/or maintained by the City of Hermann, a cash bond, money order, or certified check in the amount not to exceed One Thousand Dollars (\$1,000.00). The security deposit will be deposited into the See Tal Ridge Subdivision account upon receipt. Upon completion of all improvements on said lot by owner and/or prime contractor, the Developer or the Board of Trustees shall inspect the common ground in both the See Tal Ridge and See Tal Subdivision for non-repaired damages and, if the Board determines that no additional remedial action is required by the said owner and/or primer contractor, then, in such event, the remainder of the security deposit posted with the Board shall be returned to the owner and/or prime contractor. In no event shall the security depoist be unreasonably withheld after said inspection.

23. 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 40 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 proceeding of law or in equity against the person or persons violating or them from so doing, or to recover damages for such violations. Upon the expiration date of herein covenants and restrictions, new restrictions may be promulgated by a 2/3 majority of the owners of both subdivisions.

SECTION FOUR: The Developers of See Tal Ridge Subdivision accept the Restrictions and Covenants set out herein.

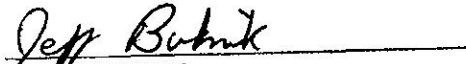
IN WITNESS WHEREOF, the Developers have caused these Restrictions to be
signed on behalf of the owners of the lots in See Tal Ridge Subdivision, this 10 day of
September, 2005.



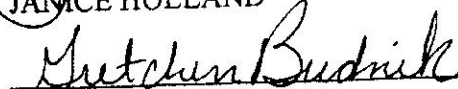
JAMES HOLLAND



JANICE HOLLAND



JEFF BUDNIK



GRETCHEN BUDNIK

APPROVED BY:



KENNETH SCHAFFER



ARLENE SCHAFFER

dedicated to and/or maintained by the City of Hermann, a cash bond, money order, or certified check in the amount not to exceed One Thousand Dollars (\$1,000.00). The security deposit will be deposited into the See Tal Ridge Subdivision account upon receipt. Upon completion of all improvements on said lot by owner and/or prime contractor, the Developer or the Board of Trustees shall inspect the common ground in both the See Tal Ridge and See Tal Subdivision for non-repaired damages and, if the Board determines that no additional remedial action is required by the said owner and/or primer contractor, then, in such event, the remainder of the security deposit posted with the Board shall be returned to the owner and/or prime contractor. In no event shall the security deipoist be unreasonably withheld after said inspection.

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SECTION FOUR: The Developers of See Tal Ridge Subdivision accept the Restrictions and Covenants set out herein.

STATE OF MISSOURI)
)
COUNTY OF GASCONADE)

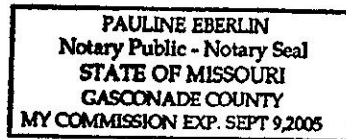
On this 6th day of September, 2005, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared James Holland and Janice Holland, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed 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.


NOTARY PUBLIC

MY TERM EXPIRES:

9.9.05



STATE OF MISSOURI)
)
COUNTY OF GASCONADE)

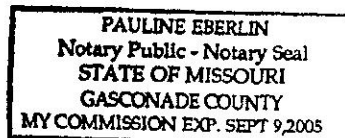
On this 6th day of September, 2005, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Jeff Budnik and Gretchen Budnik, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed 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.


NOTARY PUBLIC

MY TERM EXPIRES:

9.9.05



STATE OF MISSOURI)
)
COUNTY OF GASCONADE)

On this 6th day of September 2005, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Kenneth Schaffer and Arlene Schaffer, 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.



NOTARY PUBLIC

MY TERM EXPIRES:

9-9-05

PAULINE EBERLIN
Notary Public - Notary Seal
STATE OF MISSOURI
GASCONADE COUNTY
MY COMMISSION EXP. SEPT 9, 2005