

Dottie D. Crenshaw




OAK VALLEY ESTATES

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

COMMON WELL AGREEMENT FOR

WHEREAS, the undersigned, Clifford M. Wheeler and Marjory A. Wheeler, referred to as OWNERS-GRANTORS of Lots 3 through 12 of Oak Valley Estates in Lincoln County, Missouri. (Reference Book 11, Page 185.)

WHEREAS, two common wells have been drilled on lots 4 and 10 of Oak Valley Estates in Lincoln County, Missouri, to benefit the Owners of Lots 3 through 6 and 8 through 12 of Oak Valley Estates.

WHEREAS, the OWNERS-GRANTORS herein and subsequent Owners of the above referred Lots are to enjoy the use and benefits of the Wells under the following conditions:

NOW THEREFORE, the undersigned OWNERS-GRANTORS for the purposes of establishing the terms and conditions of the use of the Water Wells.

1. That the rights, easements and conditions created herein are annexed to and forever to continue to be annexed to, passing with the inuring to the benefit of each Lot listed herein and said Lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements and conditions created herein and shall enforceable at the suit of any and every Owner of any Lot listed herein by injunction or other proceeding whether by Law or equity.

2. The Wells as located on Lots 4 and 10 shall be drilled, installed and the

necessary pumps, pressure systems, distribution apparatus, including pipes shall be installed and laid by the OWNERS-GRANTORS at their cost and expenses.

3. The subject Owners of Lots 3 through 6 and 8 through 12 shall be granted one (1) "Tap on" privilege per lot and as each lot owner "taps on" the hereafter charges will apply.

4. There is no charge for the initial "Tap on", however the Lot Owner shall use extreme care in causing the "Tap on" and shall pay all expenses for same and shall give the Association or initial Owner Five (5) days notice of "Tap on", and shall replace the "Tap on" and easement area back to its original condition.

5. Until such time as the OWNERS-GRANTORS herein shall sell all Lots listed herein or until otherwise designated by them, it is agreed that each Lot that has been sold or disposed of by original OWNERS-GRANTORS and the "Tap on" made, shall be charged the amount of \$ 100.00 per year, the first payment shall be paid at "Tap on"..The above assessment shall be a lien on each Lot.

A special Assessment be levied if necessary to replace or repair the Well and Water system up to the "Tap on" point. Said Special Assessment may be levied by the OWNERS-GRANTORS. The Assessment shall be levied and pro-rated among those Lot Owners who have "Tap ons".

6. Upon the disposition of all the Lots listed herein, or upon the designation of the OWNERS-GRANTORS, a Well Association shall be formed as follows:

(a) The Well Association shall consist of all Owners of the Lots listed herein. One (1) Vote may be cast per lot. This will be administered by the Covenant and Restriction Association.

(b) There shall be meetings on the date the Association is formed and each year on the anniversary date, at which time the general business of the Association shall be discussed, needed repairs and the future yearly maintenance decided. There shall be three (3) members elected as the "Committee" to supervise the yearly maintenance and repairs.

(c) "Committee". The committee shall be elected annually and shall be the Three (3) with the highest amount of votes cast to the meeting. The quorum of One (1) more than half of the members must be present.

(d) The initial assessment shall be as provided in paragraph five (5). This assessment may be changed by a vote of Three-Fourths (3/4) of the Lots. The assessment is payable on the first day of each year and if not paid shall be a lien on the member's real estate. If two (2) consecutive payments are unpaid, or if any Special payment is unpaid for Thirty (30) days, that Lot may be disconnected from the system.

(e) This Agreement shall be binding upon the members, their heirs and assigns, and successor in title.

(f) There shall be elected at the annual meeting a President, Secretary and Treasurer. The President shall conduct the meeting. The Secretary shall act for the President in his or her absence. The Secretary shall keep the minutes and a list of the members. The Treasurer shall collect the assessments and pay the bills as directed by the Committee.

(g) This Well Agreement can be amended by Three-Fourths (3/4) vote of the members.

(h) A Special Assessment may be levied if necessary to replace or repair the Well and Water System up to the "Tap on" point. Said Special Assessment may be levied by the OWNERS-GRANTORS or the "Committee". The Assessment shall be levied and pro-rated among those Lot Owners who have "Tap ons".

IN WITNESS WHEREOF, the Owners have caused this Common Well Agreement to be signed on the 20th day of August, 2003.

Clifford M. Wheeler
Clifford M. Wheeler

Marjory A. Wheeler
Marjory A. Wheeler

On this 20th day of August, 2003, before me personally appeared Clifford M. Wheeler and Marjory A. Wheeler, 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, on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Rita Justus
Notary Public

