## Arrowhead Lakes Covenants

It is mutually agreed by the parties hereto and their heirs, personal representatives and assigns as follows:

- 1. The above property shall be used, improved, and devoted exclusively to single family residential use.
- No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 3. All construction commenced upon the above-described property in compliance with these covenants shall be carried to completion within a reasonable period of time.
- 4. The above-described tract shall not be subdivided into lots or divided into tracts.
- 5. There shall be no trade, commercial activity or professional practice carried on upon the above-described tract.
- 5. There shall be no inaccts, reptiles, fowls or unimals other than customaxy household pets kept upon the above-described tract.
- 7. Each single family residence, exclusive of normal accessory structures, constructed upon the above tract, shall be limited as follows:
  - A. Maximum of two stories above highest adjacent natural grade;
  - B. Minlmum of 1,200 square feet of living space, (gross) on ground floor for split level, and 1,400 square feet for single level dwelling; and
  - C. Maximum site area coverage ratio of One square foot of building to eight square feet of lot.
- 8. There shall be no construction upon the above-described tract within thirty (30) feet of the street right of ways, and from within ten (10) feet of the side property lines, with the exception of fences or screens.
- Trach, garbage, waste or other refuse shall not be placed, maintained or kept upon the above tract.
- 10. All sawage disposal systems used upon the above tract shall be in accordance with the requirements of the Missouri State Health Department.
- 11. Nothing shall be done upon the above tract which might become an annoyance or nuisance to the neighborhood.
- 12. All plumbing used in connection with construction upon the above tract shall meet the requirements of the State Health Department or Federal Housing Authority, whichever is more restrictive. All electrical wiring used in construction upon the above-described tract shall meet the requirements and standards set by the company furnishing power to said tract or the standards and requirements set forth by the Federal Housing Authority, whichever is more restrictive.

- 13. There shall be no construction, fences or screening upon the above tract which will interfere with proper site distances and street intersections.
- 14. Easements for utilities and drainage across the above tract shall be granted by second party to first parties, their heirs or assigns, as reasonably required, and which do not advancely affect the quality or value of the property, whether read or unimproved. No existing drainage courses across the above tract shall be altered by second party in such a manner as to be detrimental to fixet parties, their heirs or assigns.
- 15. All mining explorations or operations of any kind are specifically prohibited by second parties, provided, however, that a water well may be drilled by second parties in such a manner

which will not adversaly affect the water supply or source of first parties, their heirs or assigns.

16. The above-described tract shall be kept mowed and clear of trash and other debrie.

First parties covenant and agree that they are the owners of the NWk of the SEk of Section 18, Township 23 north, Range 8 west in Howell County, Missouri and that the above covenants and restrictions shall apply to all of said land, and shall be included in all deeds of conveyance executed by first parties.

The foregoing stipulations, restrictions and conditions shall be binding upon the parties thereto, their heirs, grantees, successors and assigns in title, and shall be construed as a covenant running with the land.

## Howell-Oregon Public Water Supply District #2

"This institution is an Equal Opportunity Provider and Employer."
9754 CR 6070
West Plains, MO 65775

Phone: 417-256-8871 Fax: 417-255-2431

Tuesday Sept. 23, 2014

**PUBLIC NOTICE** 

West Plains Daily Quill And all Real Estate Brokers and Agents

RE: Water Main Extensions Moratorium in Arrowhead Lakes Subdivision (North Side)

Arrowhead Lakes Property Owners:

As of the Board of Directors meeting on Tuesday Sept. 23, 2014, the Board of Directors has made a decision to notify the public by way of the newspaper of the current status of water meters and water main extensions in the northern Arrowhead Lakes area. This notice shall also be made available to notify Real Estate Agencies. Brokers and agents. After an Engineering study had been performed, the District has learned that a limit has been reached on the number of meters that the existing water lines on the north side will support. As recommended in the engineering study, the Board of Directors set a moratorium (no more active meters available) on services provided in the Arrowhead Lakes northern Area. This moratorium (no more active meters available) includes no more 2" extensions, no more meters on the 2" waterlines and a maximum of 2 more meters on the 4" waterlines. Two applicants are currently in the process of deciding on the last 2 meters available. This limit of services available includes County Road 8940, County Road 8070, Private Road 8945, Private Road 8947, Private Road 8948 and Private Road 8072. As the District provides water on a first come, first serve basis and does not guarantee that it will be able to provide water service to all persons applying in the future, therefore the District shall not be responsible for failing to provide water service. Service is active when and only when a property owner has paid for the construction / installation charges for the meter and any extension required to provide the meter setting and is paying the minimum monthly charge for water service as set by the rate schedule of the District. (It does not matter whether water is being used or not an active meter is one that monthly water service is being paid) A property owner having a meter installation on their property does not guarantee availability of service. Meters are considered inactive when the monthly fees are not being paid. The Board of Directors policy is that if you do not wish to pay for services, then your meter service shall be issued to the next available applicant that comes in to apply for service. It should be noted that to restore additional meters / water service to the Arrowhead Lakes area, 2-4" waterline extensions and a 2" extension need to be constructed to complete loops to existing water lines. The District does not have funds to perform these extensions and currently is not eligible for any Grants. Before additional meters shall be set and activated, some type of financing is needed to finance the water line extensions / loops. This financing is normally done by developers and property owners. This limitation on new services shall remain until improvements have been made. While we do wish to extend additional water services in this area instead of property owners drilling wells, we do not have funds available to finance improvements in this area. The District is making an effort to inform any property owners and potential future patrons that they may need to drill private wells, as public water services are not available. Please note that any funding acquired by the District for these improvements would increase water rates for all Howell-Oregon PWSD#2 patrons in all areas of the District. THANK YOU

## RULES AND REGULATIONS FOR STOKES LAKES ASSOCIATION, INC.

- 1. All fishing in the waters shall be subject to all of the laws of the State of Missouri and regulations of the Missouri Conservation Commission.
- 2. A Missouri Fishing Permit will be required by anyone fishing in the waters thereof.
- 3. Any person catching a bass or catfish below 12 inches in length shall immediately return same to the waters. Such fish shall not be kept.
- 4. There shall be no littering or disposal of any waste or trash on the property.
- 5. One of the member or their guests shall trespass on private property adjacent to the Association's property.
- 6. Spear fishing is prohibited. There shall be no hunting or use of firearms on the property.
- 7. The membership will entitle the property owner(s) privileges in the lakes located in the section 18 T23 R8W.
- 8. All members can be assessed a maximum of \$50.00 per year for maintenance of lakes, dock, restocking, etc... Funds shall be dispensed by request of the members.
- 9. A ten(10) percent service penalty annually will be charged to any member whose dues are in excess of thirty-one (31) days delinquent
- 10. In the event a member's dues become delinquent for more than thirty-one (31) days, at the option of the Stokes Lakes Association, Inc. the delinquent member's membership shall be terminated.
- 11. The Board of Directors of Stokes Lakes Association, Inc. reserves the right to terminate the membership of any member for violation of these rules.
- 12. In the event a member's membership is terminated, the annual dues of said member shall be pro-rated as to the date of termination and all of the unused portion of the annual dues shall be reimbursed to said member.
- 13. The membership is issued to the original property owner and is non transferable. Any future owner(s) of property will secure a permit before us of the lakes will be permitted.

14. These rules shall be subject to change at any time on proper vote of the Board of Directors of Stokes Lakes Association, Inc.

Property Owner(s)

Date

Stokes Lake Association, Inc.

## NON TRANSFERABLE PERMIT

The owner(s) of property either i	n the WK section of 17, Township 23, Range 8, or in
Section 18, Township 23, Range	8 situate in Howell County Missouri to use the
	ad Laka, Include permit to tish in said lake(s), as long s
	above described. This permit is non transferable and
terminates upon selling of the abo	ove named person(s) or not complying with the rules an
	wner of said lake(s). This permit also allows the
	along the property/shoreline that is owned by Stokes
	provements of their property is adjacent to said lake(s).
The land improvements will rema	in property of Stokas Farms, Inc. If a dock is in the
	property and the new owner(s) do not want lake
privileges, then the dock must be a	removed.
This permit consists of a \$3000.00	one time to be charged to the above named
	unnual fee and payable each year from the date of
	As a set fee as ling as the above named person(s) owns
aid property. The above stated fe-	es are walved if the property is purchased directly
rom the Stokes Farms, Dic.	00
	a Walnufle
Oated;	11
RROWHIJAD LAKES ESTATI	ts O
y:	
ignative of property owner(s):	

Attachmont; Rules and Regulations for Stokes Lakes Association, Inc. Revised 07/2002