

# ROKES BEND

## USE RESTRICTIONS

1. That no dwelling shall be permitted on any tract unless the total ground floor area above the surface of the ground, exclusive of open porches, patios and garages, contains not less than 1,800 square feet of finished living area.

2. That no manufactured home, mobile home, house trailer or modular home shall be located on any tract regardless of whether or not the same is located on a permanent foundation.

3. That no partially dismantled, nonoperating, wrecked, junked or discarded vehicle or equipment of any kind shall be located on any tract.

4. That no commercial dog kennel shall be permitted on any tract, no commercial feed lot shall be permitted on any tract and no commercial confined feeding of poultry shall be permitted on any tract.

5. No livestock, reptile or other animal shall be raised, kept or bred on any tract, except (a) that dogs, cats and other household pets may be kept provided the same are not kept, bred or maintained for any commercial purpose, (b) that not more than two (2) equine for each five (5) acres of land may be kept on a tract, and (c) that not more than one animal, being either a bovine, swine, a hog, a sheep or a goat for each five (5) acres of land may be kept on a tract. Any aforesaid animal kept on a tract must be kept under sanitary conditions and shall not constitute a nuisance to the owner or occupant of any other tract.

6. That chickens, ducks and other poultry may be kept on a tract provided the same are not kept, bred or maintained for any commercial purpose and except not more than ten (10) in the aggregate of said domesticated fowl may be kept on a tract and except no roosters shall be kept on any tract. Any domesticated fowl kept on a tract must be kept under sanitary conditions and shall not constitute a nuisance to the owner or occupant of any other tract.

7. That no dog shall be kept or maintained on any tract which barks causing disturbance to the occupant of any other tract, except no vicious dog shall be kept or maintained on any tract.

8. That no tract shall be used or maintained as a dumping ground, and no rubbish, trash or garbage shall be kept on the premises of any tract except in sanitary containers. All containers or other equipment for the storage or disposal

of such materials must be kept in a clean and sanitary condition and the contents of said containers must be removed from the premises at least once each week.

9. That no household trash, household waste or household garbage shall be burned on a tract but such does not preclude the burning of natural vegetation and yard waste.

10. That no sewage disposal system of any kind shall be located on any tract unless the same complies with all rules, regulations, ordinances and laws applicable to the same and no sewage lagoon shall be located on any tract without prior written consent of the Architectural Control Committee.

11. That no two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicle (motorcycle, moped, powered scooter, powered tricycle, or motor bike) may be operated on any tract or the roadways leading to a tract for recreational purposes in a manner which disturbs the peace of the occupant of any other tract. All such vehicles must have a suitable muffler so as to provide for quiet operation.

12. That no illegal, noxious, or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

#### ARCHITECTURAL CONTROL

13. No dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish exceeding thirty-five inches (35") in diameter, gazebo or other structure or improvement shall be erected, constructed, placed or altered on any tract unless the plans and specifications therefor have been approved by the Architectural Control Committee. The person desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee showing elevations, designs, floor plan dimensions, color of roof, color of exterior walls, construction materials and other necessary data to enable the committee to determine if said dwelling, garage, building, fence, wall, exterior light pole, communication tower, satellite dish, gazebo or other structure or improvement is compatible with these restrictions and the other improvements located on the other tracts in the vicinity of said tract. The approval or disapproval of said plans and specifications by the Architectural Control Committee shall be in writing. In the event the committee or its designated representative shall fail to approve or disapprove said plans and specifications in writing with thirty (30) days after receipt of the same and in the event no suit to enjoin the construction of any said improvement has been commenced prior to the completion of the same, no approval of said plans and specifications shall be required.

14. The initial Architectural Control Committee shall be composed solely of MICHAEL D. TOMPKINS. The Architectural Control Committee may designate in writing a representative to act for it. So long as TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, is the owner of a tract subject to these Restrictive Covenants, TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, shall have the right to remove any member of the committee, to designate the new member or members of the committee, to change the number of members of the committee and to assign all of its rights under this paragraph to any other person or entity by a written assignment specifically referring to the provisions of this paragraph. In the event of the death, resignation or removal of any member of the committee, TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, shall designate the successor member or members of the committee.

After TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation, no longer owns any of the tracts subject to these Restrictive Covenants, the Architectural Control Committee shall be elected by the owners of all of the tracts subject to these Restrictive Covenants, with the owners of each tract having one (1) vote for each tract owned and the owners of a tract shall have the right to vote by proxy. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one member elected for a term of two (2) years, and one member elected for a term of three (3) years with separate election to be held for each of the three members, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the successor committee must be an owner of a tract subject to these Restrictive Covenants. In the event of death, resignation or disqualification of any member or the successor committee elected thereafter, the owners of the tracts subject to these Restrictive Covenants shall elect a successor committee member voting as above mentioned. Any owner of a tract may call a meeting of the owners of the tracts subject to these Restrictive Covenants for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of death, resignation or disqualification of any member of the committee.

No member of the Architectural Control Committee shall receive any compensation for services performed.

#### MODIFICATION

15. The covenants, restrictions and provisions contained herein may at any time hereafter be amended, modified or abrogated upon the written consent of (a) TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri Corporation, and (b) the owners of two-thirds (2/3) or more of the tracts subject to the provisions of this document; provided however, after TOMPKINS HOMES AND DEVELOPMENT,

INC., a Missouri Corporation, no longer owns any of the tracts subject to the provisions of this document, the covenants, restrictions, and provisions contained herein may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) or more of the tracts subject to the provisions of this document.

#### ENFORCEMENT

16. Any owner of any above described tract subject to the provisions of this document may enforce the provisions of this document and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of the provisions of this document, including the remedy of injunction or damages, or both, and said remedies shall be cumulative and not exclusive, and in any said legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

#### TRACT DEFINITION

17. The term "tract" as used herein shall be deemed to mean the above described Tracts 1 through 16, both inclusive, except in the event hereafter said tract is subdivided into smaller tracts by survey, plat, deed or other document, each said smaller tract shall thereupon be deemed a "tract" under the provisions of this document.

#### MISCELLANEOUS

18. Invalidation of any one of the provisions of this document by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.