

Boone County, Missouri  
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Recorded in Boone County, Missouri

Date and Time: 11/27/2013 at 03:33:33 PM

Instrument #: 2013029170 Book: 4246 Page: 123

Grantor: TOMPKINS HOMES & DEVELOPMENT INC

Grantee: TOMPKINS HOMES & DEVELOPMENT INC

Instrument Type: COV

Recording Fee: \$57.00 S

No. of Pages: 12

*Bettie Johnson*

Bettie Johnson, Recorder of Deeds



Title of Document: Restrictive Covenants

Date of Document: November 27<sup>th</sup> 2013

Grantor/Grantee: Tompkins Homes and Development, Inc., a Missouri corporation

Legal Description:

a) TRACT 1:

Tract 1 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

b) TRACT 2:

Tract 2 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

c) TRACT 3:

Tract 3 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

d) TRACT 4:

Tract 4 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County,

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Missouri.

e) TRACT 5:

Tract 5 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

f) TRACT 6:

Tract 6 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

g) TRACT 7:

Tract 7 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

h) TRACT 8:

Tract 8 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

i) TRACT 9:

Tract 9 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

j) TRACT 10:

Tract 10 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

k) TRACT 11:

Tract 11 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

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l) TRACT 12:

Tract 12 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

m) TRACT 13:

Tract 13 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

n) TRACT 14:

Tract 14 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

o) TRACT 15:

Tract 15 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

p) TRACT 16:

Tract 16 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.



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RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described sixteen (16) tracts of real estate situated in Boone County, Missouri, to-wit:

a) TRACT 1:

Tract 1 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

b) TRACT 2:

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Tract 7 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

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Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

o) TRACT 15:

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p) TRACT 16:

Tract 16 of the Administrative Survey for Tompkins Homes and Development, Inc., recorded in Book 4246, Page 4, Deed Records of Boone County, Missouri.

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein upon all of the above described tracts for its benefit and for the benefit of all future owners of said tracts; and

WHEREAS, the undersigned desires that said covenants and restrictions shall constitute covenants running with the land and the present and all future successive owners of said tracts shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, the undersigned does hereby impose the covenants and restrictions herein set out on all of the above described tracts, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and its successors in title to the above described tracts and to its successor and assigns forever, to-wit:

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 temporary structure, basement, tent, shack, trailer, vehicle, garage, barn or outbuilding shall be used on any tract at any time as a place of



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residence, either temporary or permanent.

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

5. 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.

6. 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 equine without limit in number 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.

7. 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.

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

9. 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.

10. 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.

11. 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.



12. 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.

13. 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

14. 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.

15. 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

16. 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

17. 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

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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

18. 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

19. 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.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 27<sup>th</sup> day of November, 2013.

TOMPKINS:

TOMPKINS HOMES AND DEVELOPMENT,  
INC., a Missouri corporation

BY:   
MICHAEL D. TOMPKINS, President

ATTEST:

  
MICHAEL D. TOMPKINS, Secretary



STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

KELLY SMITH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 5/21/2016  
Commission # 12345214

On this 27<sup>th</sup> day of November, 2013, before me personally appeared Michael Tompkins, of TOMPKINS HOMES AND DEVELOPMENT, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her 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 first above written.

Kelly Smith  
NOTARY PUBLIC  
Kelly Smith

My commission expires 5/21/2016.

Commissioned in Boone County.

**MORTGAGEE'S SUBORDINATION AGREEMENT**

The undersigned, **BOONE COUNTY NATIONAL BANK**, a corporation, being the holder of the Note secured by the Deed of Trust recorded in Book 4239, Page 140, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described Restrictive Covenants.

Dated this 27<sup>th</sup> day of November, 2013.

Boone County National Bank,  
a corporation

BY: Edward W Scavone  
TITLE & NAME

Edward W Scavone  
Senior Vice President

ATTEST:

Kelly Smith

TITLE & NAME

Kelly Smith  
Commercial Loan Assistant

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STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF BOONE     )

On this 27<sup>th</sup> day of November, 2013, before me personally appeared Ed Seawone, of BOONE COUNTY NATIONAL BANK, a corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her 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 first above written.

Kelly Smith  
NOTARY PUBLIC  
Kelly Smith

My commission expires 5/21/2016.

Commissioned in Boone County.

KELLY SMITH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 5/21/2016  
Commission # 12345214