

Boone County, Missouri
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Grantor: TOMPKINS HOMES & DEVELOPMENT INC

Grantee: TOMPKINS HOMES & DEVELOPMENT INC

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Bettie Johnson, Recorder of Deeds



Title of Document: Declaration of Covenants, Easements and Restrictions of Burghley Estates

Date of Document: Aug 28, 2014

Grantor/Grantee: Tompkins Homes and Development, Inc., a Missouri corporation, d/b/a Burghley Estates

Grantee's Mailing Address: 6000 S. Hwy. KK, Columbia, MO 65203

Legal Description:

Tracts 101 through 114, both inclusive, of the Administrative Survey for Tompkins Homes and Development, Inc. recorded in Book 4331, Page 31, Deed Records of Boone County, Missouri, being a survey of land located in the East one-half (E 1/2) of the Southwest Quarter (SW 1/4) and the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 8, Township 47 North, Range 11 West, Boone County, Missouri.

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF
BURGHLEY ESTATES**

KNOW ALL PERSONS BY THESE PRESENTS:

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

Tracts 101 through 114, both inclusive, of the Administrative Survey for Tompkins Homes and Development, Inc. recorded in Book 4331, Page 31, Deed Records of Boone County, Missouri, being a survey of land located in the East one-half (E 1/2) of the Southwest Quarter (SW 1/4) and the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 8, Township 47 North, Range 11 West, Boone County, Missouri.

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein upon all of the above described tracts for its own benefit and for the benefit of all future owners of said tracts and to create the easements contained herein; 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, being Tracts 101 through 114, both inclusive, as shown by Administrative Survey recorded in Book 4331, Page 31, Deed Records of Boone County, Missouri, 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 successors and assigns forever, and the undersigned does hereby create the easements set out below herein, to-wit:

DEFINITIONS

1. That for the purpose of this document the following terms shall have the following meanings:

- a) "Tract" as used herein shall be deemed to mean each of Tracts 101 through 114 of the Administrative Survey recorded in Book 4331, Page 31, Deed**

Records of Boone County, Missouri, except as provided in paragraph 28 below herein in the event of a subdivision of a Tract.

b) "Developer" as used herein shall be deemed to mean Tompkins Homes and Development, Inc., a Missouri corporation, or the assignee of all of its Developer rights.

USE RESTRICTIONS

2. 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 2,000 square feet of finished living area.

3. 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.

4. 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 residence, either temporary or permanent.

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

6. 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.

7. 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 not to exceed one (1) equine for each 1.5 acres of land may be kept on a tract and (c) that not more than one animal, being either a bovine, a 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.

8. 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.

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

10. 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.

11. 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.

12. 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 the prior written consent of the Architectural Control Committee.

13. 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.

14. 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.

15. That no barbed wire fence nor woven wire fence nor fence containing any barbed wire or woven wire shall be installed or maintained along the front boundary line of a tract, with the location of the front boundary line of a tract to be specified by the Architectural Control Committee.

16. That no automatic firearm discharge nor repetitive firearm discharge activity shall be conducted on any tract.

ARCHITECTURAL CONTROL

17. 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.

18. 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 this Declaration, 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, and the assignee of its Developer rights, if any, no longer own any of the tracts subject to this Declaration, the Architectural Control Committee shall be elected by the owners of all of the tracts subject to this Declaration, 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 a 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 this Declaration or the designee of a legal entity which owns a tract subject to this Declaration. In the event of the death, resignation or disqualification of any member of the successor committee or of any committee elected thereafter, the owners of the tracts subject to this Declaration 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 this Declaration for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee and said meeting must be held in Boone County, Missouri.

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

ROADWAY AREA

19. The undersigned Developer does hereby grant and create a common, perpetual, nonexclusive roadway and utility easement over and across the following described easement area, to-wit:

A strip of land located in the East Half of the Southwest Quarter of Section 8, Township 47 North, Range 11 West, Boone County, Missouri and being part of the Survey recorded in Book 4298, Page 182 and described by the Quit-Claim Deed recorded in Book 4235, Page 1330 and being more particularly described as follows:

Commencing at the southwest corner of said survey and with the South line thereof, S 89°38'10"E, 567.98 feet to the point of beginning:

Thence from the point of beginning and leaving said South line, said strip being 30.00 feet wide and lying 15.00 feet on both sides of the following described centerline, N 1°01'00"E, 99.38 feet; N 6°45'20"E, 563.11 feet; thence N 34°17'20"E, 451.28 feet; thence N 23°07'30"E, 285.97 feet to the end of this described centerline. Also, a tract of land located at the end of the previously described line, and being a 50 foot-radius circle.

for the use and benefit of the Association and for the use and benefit of the present and future owners of Tracts 107 through 114, both inclusive, for ingress to and egress from said tracts and for utility line access to said tracts, all for the use and benefit of the present and future owners of said tracts subject to the right of the Association (as referred to below herein) to control, operate, repair and maintain said easement area and the roadway and utility facilities in said easement area, and to dedicate the easement area to public use as a public roadway without the consent of any other person. This easement shall automatically terminate and become null and void if and when all of the easement area described above is dedicated to and accepted by the County of Boone or any other governmental authority with proper jurisdiction as a public roadway.

UTILITY EASEMENT

20. The undersigned Developer does hereby grant and create a common, perpetual, nonexclusive utility easement over and across the following described easement area, to-wit:

A strip of land located in the East Half of the Southwest Quarter of Section 8, Township 47 North, Range 11 West, Boone County, Missouri and being part of the Survey recorded in Book 4298, Page 182 and described by the Quit-Claim Deed recorded in Book 4235, Page 1330 and being more particularly described as follows:

Commencing at the southwest corner of said Survey and with the South line thereof, S 89°38'10"E, 567.98 feet to the point of beginning:

Thence from the point of beginning and leaving said South line, said strip being 50.00 feet wide and lying 15.00 feet left and 35.00 feet right of and adjacent to the following described line, N 1°01'00"E, 99.38 feet; thence N 6°45'20"E, 563.11 feet; thence N 34°17'20"E, 451.28 feet; thence N 23°07'30"E, 285.97 feet to the end of this described line.

for the use and benefit of the Association, for the use and benefit of the present and future owners of Tracts 107 through 114, both inclusive, and for the use and benefit of public utility entities who shall have the right to install, repair and maintain utility lines and utility facilities

in said easement area subject to the right of the Association (as referred to below herein) to control said utility easement area.

SIGN AND LANDSCAPE EASEMENTS

21. The undersigned Developer does hereby grant to the Association and the Association shall have and is hereby granted a perpetual sign and landscape easement over and across the following described easement areas, to-wit:

Two (2) tracts of land located in the East Half of the Southwest Quarter of Section 8, Township 47 North, Range 11 West, Boone County, Missouri and being part of the Survey recorded in Book 4298, Page 182 and described by the Quit-Claim Deed recorded in Book 4235, Page 1330 and being more particularly described as follows:

TRACT 1

Commencing on the North right-of-way line of State Route AB at the southwest corner of said survey and with the South line thereof, S 89°38'10"E, 477.98 feet to the point of beginning:

Thence from the point of beginning and leaving said South line, N 42°53'05"E, 112.36 feet; thence S 1°01'00"W, 82.82 feet to said South line; thence with said South line, N 89°38'10"W, 75.00 feet to the point of beginning and containing 3105 sq. ft.

TRACT 2

Commencing on the North right-of-way line of State Route AB at the southwest corner of said survey and with the South line thereof, S 89°38'10"E, 582.98 feet to the point of beginning:

Thence from the point of beginning and leaving said South line, N 1°01'00"E, 79.51 feet; thence S 36°15'35"E, 99.06 feet to said South line; thence with said South line, N 89°38'10"W, 60.00 feet to the point of beginning and containing 2685 sq. ft.

upon the following terms and conditions:

a) The Association and any of its designated representatives shall have the right to enter upon the sign and landscape easement areas and perform the following thereon:

1. To erect, install, maintain, repair, replace and remove one or more signs indicating entrance to Burghley Estates.

2. To install, maintain, repair, replace and remove lighting on the signs in the easement areas and to install, maintain, repair, replace and remove sign lighting fixtures, equipment and facilities of all types.

3. To install underground electric lines and electrical facilities to provide electricity for lighting on the aforesaid signs.

4. To grade the easement areas, alter the level of the easement areas and install berms and other scenic improvements in the easement areas.

5. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the easement areas.

6. To install sprinkler and irrigation equipment and systems in the easement areas.

7. To install fences, fencing materials, walls, structures and other improvements in the easement areas.

b) The tract owners of each of the tracts on which this sign and landscape easement is imposed are hereby barred and enjoined from doing any of the following and shall not engage in any of the following activities in the sign and landscape easement areas, to-wit:

1. The placing of any obstruction in front of the signs which would preclude the same from being visible from the public road.

2. The altering of any sign or the infliction of any damage on any sign.

3. The grading of the easement areas, the digging or excavating in the easement areas or in any manner altering the levels, characteristics or appearance of the easement areas, except as reasonably necessary in connection with the installation, repair or maintenance of a utility line and upon the completion of said work the person or entity performing or procuring the performance of said work shall restore the

easement area to its original condition existing prior to the time of the commencement of said work.

4. The removing of any trees, shrubs, ground cover, plantings or other landscaping materials in the easement areas.

5. The planting or gardening in the easement areas or the placing of any trees, shrubs, ground cover, plants or other landscaping materials in the easement areas.

6. The altering of or the infliction of any damage upon any of the trees, shrubs, ground cover, plantings, fences, walls, or other improvements or landscaping materials in the easement areas.

7. The installing of any improvements or structures within the easement areas.

8. The placing of any fence, wall or similar structures within the easement areas.

9. The placing of any trash or debris in the easement areas or the placing of any other material or object of any kind or type in the easement areas.

c) This easement shall run with each of the tracts upon which the easement crosses and shall be binding upon the present and future owners of each said tract and this sign and landscape easement shall run in favor of the Association which shall have the right to enforce all of the provisions of this sign and landscape easement in law or in equity, or both, and this easement shall not be amended, modified or revoked without the prior written consent of the Association.

FENCE EASEMENT

22. The undersigned Developer does hereby grant to the Association and the Association shall have and is hereby granted a perpetual fence easement over and across the following described easement areas, to-wit:

Two (2) strips of land located in the East Half of the Southwest Quarter of Section 8, Township 47 North, Range 11 West, Boone County, Missouri and being part of the Survey recorded in Book 4298, Page 182 and described by the

Quit-Claim Deed recorded in Book 4235, Page 1330 and being more particularly described as follows:

STRIP 1

Beginning on the North right-of-way line of State Route AB at the southwest corner of said survey and with the South line thereof, said strip being 15.00 feet wide and lying left of and adjacent to the following described line, S 89°38'10"E, 552.98 feet to Point "A" and the end of this described line;

STRIP 2

Commencing at Point "A" as described above and continuing with the South line of said survey, S 89°38'10"E, 30.00 feet to the point of beginning:

Thence from the point of beginning, said strip being 15.00 feet wide and lying left of and adjacent to the following described line, S 89°38'10"E, 575.04 feet; thence N 89°15'50"E, 1433.86 feet; thence N 45°38'00"E, 82.54 feet to the end of this described line.

upon the following terms and conditions:

a) The Association and any of its designated representatives shall have the right to enter upon the fence easement areas and perform the following thereon:

1. To erect, install, maintain, repair, replace and remove a four (4) board wood fence.
2. To grade and alter the level of the easement areas in connection with the installation and maintenance of the fence in the easement areas.
3. To install, replace, remove, trim, cultivate, fertilize, mow and maintain grass, shrubs, ground cover and other landscaping materials of all types and kinds in the easement areas.

b) The owners of each of the tracts on which this fence easement is located are hereby barred and enjoined from doing any of the following and shall not engage in any of the following activities in the fence easement areas, to-wit:

1. The placing of any obstruction in front of the fence which would preclude the same from being visible from the public road.

2. The altering of the fence or the infliction of any damage on the fence.

3. The grading of the easement areas, the digging or excavating in the easement areas or in any manner altering the levels, characteristics or appearance of the easement areas, except as reasonably necessary in connection with the installation, repair or maintenance of a utility line and upon the completion of said work the person or entity performing or procuring the performance of said work shall restore the easement areas to their original condition existing prior to the time of the commencement of said work.

4. The removing of any grass, ground cover, shrubs or other landscaping materials in the easement areas.

5. The planting or gardening in the easement areas or the placing of any trees, shrubs, ground cover, plants or other landscaping materials in the easement areas.

6. The altering of or the infliction of any damage upon any of the grass, ground cover, shrubs or other landscaping materials in the easement areas.

7. The installing of any improvements or structures within the easement areas.

8. The placing of any fence, wall or similar structures within the easement areas.

9. The placing of any trash or debris in the easement areas or the placing of any other material or object of any kind or type in the easement areas.

10. Notwithstanding the provisions of this subparagraph b), the owner of a tract shall have the right to install a driveway running north-south across the easement areas to the public road, to install utility lines running north-south across the easement areas and to install a mailbox in the easement areas.

c) This easement shall run with each of the tracts upon which the easement crosses and shall be binding upon the present and future owners of each said tract and this fence easement shall run in favor of the Association which shall have the right to enforce all of the provisions of this fence easement in law or in equity, or both, and this easement shall not be amended, modified or revoked without the prior written consent of the Association.

ASSOCIATION

23. The Developer shall not later than December 31, 2014 cause to be incorporated a not-for-profit corporation under the laws of the State of Missouri to be known as Burghley Owners Association, a Missouri not-for-profit corporation (or such other name selected by the undersigned in the event said name is not available), referred to herein as "Association" and the Association shall have the right, power and authority to own, control, operate, repair and maintain the roadway and utility easement area referred to in paragraph 19 above, the utility easement area referred to in paragraph 20 above, the sign and landscape easement areas referred to in paragraph 21 above and the fence easement areas referred to in paragraph 22 above and any other property referred to herein and to use the same for the purposes set out herein and such other purposes as the Association shall deem appropriate. Each owner of Tracts 107 through 114, both inclusive, shall be a member of the Association and in the event a said tract is subdivided as provided in paragraph 28 below, the owner of each smaller tract shall be a member of the Association. The membership appurtenant to each of the aforesaid tracts, being Tracts 107 through 114, both inclusive, as the same may be subdivided, shall not be separated from ownership of said tract. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

a) The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Developer either until such time that the Developer has sold and conveyed title to all of the aforesaid tracts, being Tracts 107 through 114, both inclusive, or until the time that Developer has recorded in the office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to continue to appoint the members of the Board of Directors, whichever first occurs. Thereafter the Directors shall be elected by the

members of the Association who shall be entitled to one vote for each of Tracts 107 through 114, both inclusive, including any subdivided tract, owned for the election of the Board of Directors. When more than one person holds an interest in any aforesaid tract, being Tracts 107 through 114, both inclusive, including any subdivided tract, all such persons shall be members and shall have one vote for such tract which shall be exercisable as the owners of the tract may determine but in no event shall more than one vote be cast with respect to any said tract. The initial Board shall have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be appointed or elected so as to maintain a total membership on the Board of three (3). The appointment and election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By-laws established by the Directors of the Association, insofar as such By-laws do not conflict with the provisions of this document and in case of conflict the provisions of this document shall control. After the Developer no longer has the right to appoint the members of the Board of Directors of the Association, the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association and shall have the right by majority vote to make any and all decisions of the Association.

b) Each owner of an aforesaid tract, being Tracts 107 through 114, both inclusive, including any subdivided tract, by acceptance of a Deed, Contract for Deed or other form of conveyance therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the tract against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided,

shall also be the personal obligation of the person who was the owner of such tract at the time the assessment was imposed.

c) The annual and special assessments shall be assessed and used for the purposes of the Association including but not limited to the following:

1. To control, operate, maintain, repair, alter and improve the roadway area referred to above and to provide snow removal in said roadway area.
2. To control, operate, maintain, repair, alter and improve the utility easement areas referred to above herein.
3. To control, operate, maintain, repair, alter and improve the sign and landscape easement areas referred to above herein.
4. To install, own, control, repair, maintain, operate and improve one or more signs indicating the entrance to Burghley Estates.
5. To install, maintain, repair, replace and remove lighting on the signs referred to in the preceding paragraph and to landscape the aforesaid sign and landscape easement areas.
6. To install underground electric lines and electrical facilities to provide electricity for lighting the aforesaid signs.
7. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain the trees, shrubs, ground cover, plantings and other landscape materials of all types and kinds in the sign and landscape easement areas referred to above.
8. To install a sprinkler and irrigation equipment system in the sign and landscape easement areas referred to above.
9. To control, operate, maintain, repair, alter and improve the fence easement areas referred to above herein.
10. To install fences and fencing materials in the fence easement areas referred to above.
11. To acquire title to any of the real estate within the boundaries of any of the real estate made subject to the provisions of this

Declaration and use the same as common area for the benefit of the owners of the eight (8) above described tracts, including any subdivided tract.

12. To maintain such insurance on the property and easement areas owned and/or controlled by the Association as the Association deems appropriate.

13. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.

14. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.

15. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.

d) The assessments of the Association shall be assessed equally against each of the eight (8) above described tracts, being Tracts 107 through 114, both inclusive, and each portion of a subdivided tract, if any, which are subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each tract an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Association as required for the purpose set forth in this document.

e) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the tract which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said

owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the tract.

f) If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the tract, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or nonuser of the benefits for which the assessment is imposed.

g) The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a tract subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due during the time he, she or it owned the tract.

h) That notwithstanding any other provision contained herein, that until a building is constructed or located on an aforesaid tract, said tract and the owner of said tract shall not be subject to any annual or special assessment of the Association except for the Initial Assessment referred to in subparagraph j) below.

i) That notwithstanding any of the provisions contained herein, that until a building is constructed or located on an aforesaid tract the owner of said tract other than the Developer shall not have the right to vote to elect members of the Board of Directors of the Association.

j) That notwithstanding any other provisions contained herein, upon Developer first conveying title to an aforesaid tract, the grantee of the title to said tract shall pay to the Association an initial onetime assessment (herein "Initial Assessment") in the amount of One Thousand Dollars (\$1,000.00).

MODIFICATION

24. The provisions of paragraphs 1 through 18 above herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned Developer or the assignees of the rights of the undersigned as Developer hereunder, and (b) the owners of two-thirds (2/3) of all of the tracts subject to this Declaration; provided however, after the undersigned Developer and the assignee of the rights of the undersigned Developer cease to own any of the tracts subject to the provisions of this Declaration, the provisions of paragraphs 1 through 18 above may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of all of the tracts subject to this Declaration.

25. The provisions of paragraphs 19 through 23 herein may at any time hereafter be amended, modified or abrogated upon the written declaration and agreement of both (a) the undersigned Developer or the assignees of the rights of the undersigned as Developer hereunder, and (b) the owners of two-thirds (2/3) of Tracts 107 through 114, both inclusive; provided however, after the undersigned Developer and the assignee of the rights of the undersigned as Developer cease to own any of the tracts subject to the provisions of paragraphs 19 through 23 above, the provisions of paragraphs 19 through 23 above may be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of Tracts 107 through 114, both inclusive.

ENFORCEMENT

26. The Developer, the Association and/or the owner of any tract subject to this Declaration may enforce this Declaration and the provisions herein 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 Declaration, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and the Association shall have the right to enforce its lien rights as set out above herein, and in any aforesaid legal

proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

DEVELOPER RIGHTS

27. Tompkins Homes and Development, Inc., a Missouri corporation, shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint members of the Architectural Control Committee and the right to appoint the members of the Board of Directors of the Association, to any other person or entity but any such assignment must be in writing expressly referring to this paragraph number and said assignee or assignees must be an owner of a tract subject to the provisions of this document.

TRACT DEFINITION

28. The term "tract" as used herein shall be deemed to mean the above described Tracts 101 through 114, both inclusive, except in the event hereafter a said tract is subdivided into smaller tracts by survey, plat, deed or otherwise, each said smaller tract shall thereupon be deemed a tract under the provisions of this document.

MISCELLANEOUS

29. 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 28th day of August, 2014.

OWNER:

TOMPKINS HOMES AND DEVELOPMENT,
INC., a Missouri corporation

BY: 
MICHAEL D. TOMPKINS, President

(no seal)

ATTEST:


MICHAEL D. TOMPKINS, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

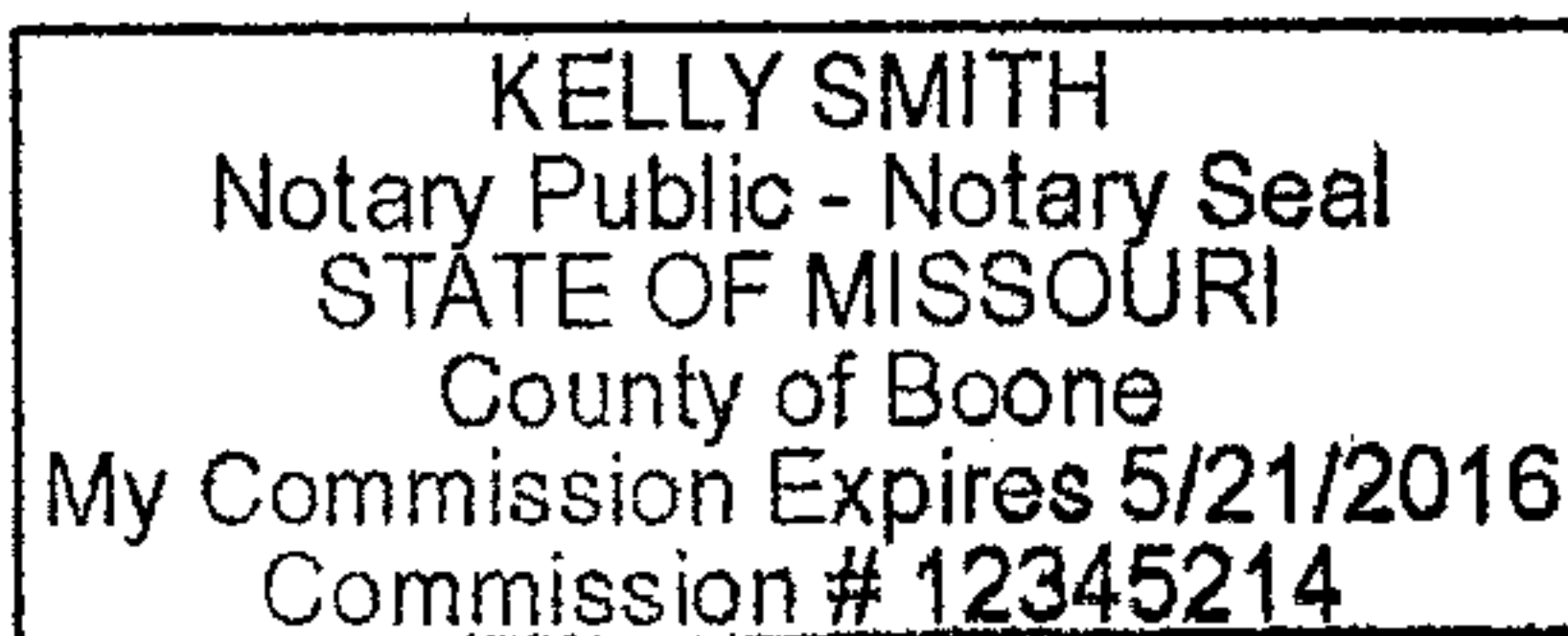
On this 28 day of August, 2014, before me appeared MICHAEL D. TOMPKINS, to me personally known, who, being by me duly sworn, did say that he is the President of TOMPKINS HOMES AND DEVELOPMENT, INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Kelly Smith
Notary Public

My commission expires:

5/21/2016



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 4328, Page 27, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described Declaration of Covenants, Easements and Restrictions of Burghley Estates.

Dated this 28 day of August, 2014.

BOONE COUNTY NATIONAL BANK,
a corporation

BY: Stan Gerling
SENIOR Vice-President
STAN GERLING

ATTEST:

Kelly Smith
Secretary
Kelly Smith

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO AUG 28 2014

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 28 day of August, 2014, before me appeared Stan Gerling
_____, to me personally known, who, being by me duly sworn, did say
that he/she is a Vice-President of BOONE COUNTY NATIONAL BANK, a corporation, and
that the seal affixed to the foregoing instrument is the corporate seal of said corporation and
that said instrument was signed and sealed in behalf of said corporation by authority of its
Board of Directors and the said Vice-President acknowledged said instrument to be the free act
and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal, at my office in Columbia, Missouri, the day and year first above written.

Kelly Smith

Notary Public

My commission expires:
5/21/2016

