



Recorded in Boone County, Missouri

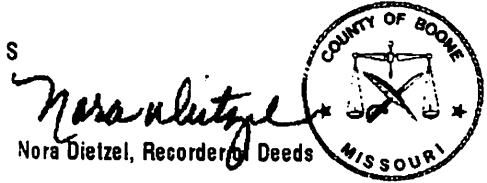
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No. of Pages: 7



### AMENDMENT TO RESTRICTIVE COVENANTS (ROKES BEND PHASE 2)

THIS AMENDMENT TO RESTRICTIVE COVENANTS (the "Amendment"), made and entered into this 16 day of October, 2017, by Tompkins Homes and Development, Inc., a Missouri corporation, whose mailing address is 4000 S. Highway KK, Columbia, MO 65203 (hereinafter called the "Developer"), being the Grantor and the Grantee herein;

WITNESSETH:

WHEREAS, on or about May 25, 2017, Developer recorded a Roadway and Utility Easement (Rokes Bend Phase 2) at Book 4755, Page 228, of the Records of Boone County (the "Roadway Easement"), and on July 10, 2017, Developer recorded Restrictive Covenants (Rokes Bend Phase 2) (the "Covenants"), at Book 4777, Page 134, of the Records of Boone County, dated June 30, 2017 (hereinafter the Roadway Easement and the Covenants are sometimes referred to collectively as the "Original Declaration"), encumbering and affecting the real estate described hereinafter as Rokes Bend Phase 2 (the "Development"), and which is legally described in the Original Declaration, and on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Developer is the owner and developer of the Development; and

WHEREAS, the Development is served by a detention pond (the "Detention Pond") located within the Development as shown on Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, the Detention Pond is legally described on Exhibit C, attached hereto and incorporated herein by this reference.

WHEREAS, Developer, as the present owner and developer of the Development, desires to amend the Original Declaration by adding the provisions hereof to the covenants and restrictions already set forth for the Development in the Original Declaration, in order to preserve and enhance the value, desirability, and attractiveness of the Development and improvements constructed thereon by providing for maintenance of the Detention Pond for the

benefit of the Developer and the owners and future owners of the Tracts (the "Owners"), and their successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and its successors and assigns and for the Owners in the Development hereby agrees and declares that said real estate and all of the tracts and common areas in the Development shall be, and they hereby are, restricted as to their use and in the manner hereinafter set forth.

1. **Detention Pond.** The Developer and its successors, assigns, and grantees, the Owners, and the Association (as defined in the Roadway Easement) shall have the right and easement of enjoyment in and to the Detention Pond, but only for the intended use or uses thereof, and shall further have an easement for access and maintenance over and across the Detention Pond. Such right and easement in favor of the Association and Owners shall be appurtenant to, and shall automatically pass and run with, the title to each Tract. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

2. **Costs of Maintenance.** All Owners within the Development who are liable for assessments under the Roadway Easement are liable for the costs of maintenance of the Detention Pond, and the costs of such maintenance shall be assessed proportionally against the Owners of each such Tract in accordance with the rules of the Association, specifically as required by the Roadway Easement.

3. **No Alteration of Common Areas.** No Owner shall improve, destroy, or otherwise alter any Common Area, as defined in the Original Declaration, without the express written consent of the Developer or the Association.

4. **Detention Pond Rules.** The Developer or the Association shall have the right from time to time to make, alter, and revoke additional rules, regulations, and restrictions pertaining to the use of the Detention Pond.

5. **Use of Annual and Special Assessments.** Section 4(c) of the Roadway Easement is hereby omitted and replaced, and shall hereinafter read as follows:

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

i. To control, maintain, repair, alter and improve the Easement Area defined in the Roadway Easement, and the Detention Pond described in this Amendment.

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

iii. To enforce all of the provisions of the Original Declaration and this Amendment, and to pay the expense of enforcing the provisions of the Original Declaration and this Amendment, including, but not limited to, attorney fees and court costs.

6. **Covenants Running with Land; Enforcement.** The agreements, restrictions, and reservations in the Original Declaration and this Amendment, are, and shall be, covenants running with the land into the hands of whomever any of the property in the Development shall come, for the benefit of all the land in the Development. All Owners claiming by, through, or under Developer or Developer's successors in title to the Tracts, shall conform to and observe such agreements, restrictions, and reservations; provided, however, that neither the Developer or any other person or Owner shall be obligated to enforce any such agreements, restrictions, and reservations. No agreement, restriction, or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during such Owner's seisin of title to such Tracts.

7. **Binding Effect.** This Amendment to Restrictive Covenants shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and permitted assigns. Except as amended hereby, the terms and provisions of the Original Declaration shall remain in force and effect. Any conflict between the terms of the Original Declaration and this Amendment to Restrictive Covenants shall be governed by this Amendment to Restrictive Covenants.

IN WITNESS WHEREOF, the Developer has caused this Amendment to Restrictive Covenants to be duly executed the day and year first written above.

DEVELOPER

Tompkins Homes and Development, Inc.

By: Mike Tompkins

Mike Tompkins, President

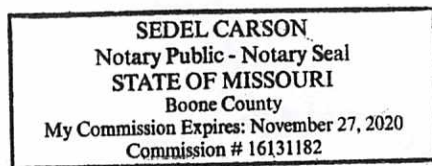
STATE OF MISSOURI     )  
  )SS  
COUNTY OF BOONE     )

On this 16 day of October, 2017, before me personally appeared Mike Tompkins, to me personally known, who, being by me duly sworn did say that he is the President of Tompkins Homes and Development, Inc., and that the foregoing instrument was signed in behalf of said company and acknowledged said instrument to be the free act and deed of said company.

In witness whereof, I have hereunto set my hand and official seal the date above first written.

Seidel Carson  
Notary Public

My commission expires: 11/27/20





**SUBORDINATION AGREEMENT**

Central Bank of Boone County, a Missouri Banking Association, hereby subordinates the lien of the deed of trust recorded in Book 4726 at page 111, in the Records of Boone County, Missouri, to the foregoing Amendment to Restrictive Covenants.

Central Bank of Boone County, a Missouri Banking Association

ATTEST:

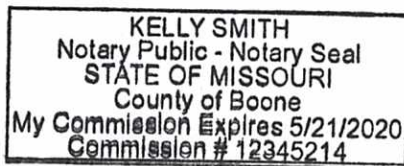
  
\_\_\_\_\_  
John Michael Salanki Secretary  
(print name)

 by  
\_\_\_\_\_  
Sr. Vice President  
(Vice) President **STAN GERLING**  
(print name)

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF BOONE )

On this 16 day of October, 2017, before me appeared Stan Gerling, to me personally known, who, being by me duly sworn did say that he is the (Vice) President of Central Bank of Boone County, a Missouri Banking Association, and that the seal affixed to the foregoing instrument is the corporate seal of said association (or if none, so state), and that said instrument was signed and sealed in behalf of said association by authority of its board of directors, and said he acknowledged said instrument to be the free act and deed of said association.

In witness whereof, I have hereunto set my hand and official seal.



  
\_\_\_\_\_  
Notary Public

Print Name Kelly Smith

My term expires:

**EXHIBIT A**

Tracts 22, 23, 24, 25, 26, 27, 28, 29, and 30 of the Survey for Tompkins Homes and Development, Inc., recorded in Book 4755, Page 229, Deed Records of Boone County, Missouri.

Lots 20C, 21A, and 21B, of Rokes Bend Plat No. 2, recorded at Plat Book 51, Page 77, of the Records of Boone County, Missouri.

BOONE COUNTY MO OCT 16 2017

**EXHIBIT B**  
**(see attached)**

**EXHIBIT C**

A TRACT OF LAND LOCATED IN SECTION 26, TOWNSHIP 47 NORTH, RANGE 47 WEST, AND BEING PART OF TRACT 30 AND TRACT 21, AS SHOWN BY ADMINISTRATIVE SURVEY RECORDED IN BOOK 4755, PAGE 229 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH AND MOST EAST CORNER OF TRACT 30 AND WITH THE EAST LINE THEREOF, S 6°56'15" E, 210.35 FEET; THENCE S 18°25'15" E, 229.73 FEET; THENCE LEAVING SAID EAST LINE, N 88°20'25" W, 136.45 FEET; THENCE N 71°43'20" W, 188.24 FEET; THENCE N 41°23'00" W, 175.62 FEET TO THE NORTH LINE OF SAID LOT 30; THENCE WITH SAID NORTH LINE, N 57°54'10" E, 267.24 FEET; THENCE N 78°52'30" E, 117.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.11 ACRES.