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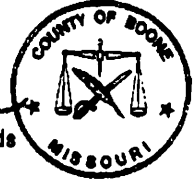
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*Nora Dietzel*  
Nora Dietzel, Recorder of Deeds



Title of Document: Restrictive Covenants  
(Barcus Ridge Plat No. 3)

Date of Document: December 6, 2018

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

**Legal Description:**

- a) Lots 301 through 314 of the Barcus Ridge, Plat No. 3, recorded in Book 51, Page 34, Deed Records of Boone County, Missouri.
- b) Common Area Lot C3, C1, C2A, C4 and C5 of the Barcus Ridge, Plat No. 3, recorded in Book 51, Page 34, Deed Records of Boone County, Missouri.

**RESTRICTIVE COVENANTS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described Fourteen (14) lots of real estate situated in Boone County, Missouri, to-wit:

- a) Lots 301 through 314 of the Barcus Ridge, Plat No. 3, recorded in Book 51, Page 34, Deed Records of Boone County, Missouri.
- b) Common Area Lot C3, C1, C2A, C4 and C5 of the Barcus Ridge, Plat No. 3, recorded in Book 51, Page 34, Deed Records of Boone County, Missouri.

WHEREAS, the undersigned desires to place the covenants and restrictions contained herein upon all of the above described lots for its benefit and for the benefit of all future owners of said lots; 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 lots 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 lots, 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 lots and to its successor and assigns forever, to-wit:

**USE RESTRICTIONS**

- 1. That no manufactured home, mobile home, house trailer or modular home shall be located on any lot regardless of whether or not the same is located on a permanent foundation.
- 2. That no partially dismantled, nonoperating, wrecked, junked or discarded vehicle or equipment of any kind shall be located on any lot.
- 3. That no commercial dog kennel shall be permitted on any lot, no commercial feed lot shall be permitted on any lot and no commercial confined

feeding of poultry shall be permitted on any lot.

4. No livestock, reptile or other animal shall be raised, kept or bred on any lot, except that dogs, cats and other household pets may be kept provided the same are not kept, bred or maintained for any commercial purpose.

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

6. That no lot shall be used or maintained as a dumping ground, and no rubbish, trash or garbage shall be kept on the premises of any lot 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.

7. That no household trash, household waste or household garbage shall be burned on a lot.

8. That no two-wheel, three-wheel, four-wheel or greater numbered wheel recreational vehicle may be operated on any lot or the roadways leading to a lot.

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

10. That no temporary structure, basement, tent, trailer, vehicle, garage, barn or outbuilding shall be used on any Lot at any time as a place of residence, either temporary or permanent.

11. That no automotive or equipment manufacture, rebuilding, repair or maintenance shall be permitted on any Lot except for normal periodic vehicle maintenance.

#### **ARCHITECTURAL CONTROL**

12. 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 lot 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 lots in the vicinity of said lot. 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.

13. The initial Architectural Control Committee shall be composed solely of MIKE 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 lot 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 lots subject to these Restrictive Covenants, the Architectural Control Committee shall be elected by the owners of all of the lots subject to these Restrictive Covenants, with the owners of each lot having one (1) vote for each lot owned and the owners of a lot 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 lot 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 lots subject to these Restrictive Covenants shall elect a successor committee member voting as above mentioned. Any owner of a lot may call a meeting of the owners of the lots 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.

### ASSOCIATION

14. The Developer shall cause to be incorporated a not-for-profit corporation under the laws of the state of Missouri to be known as THE COTTAGES AT THE RIDGE HOA, INC., a Missouri not-for-profit corporation, (or such other names 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 common areas shown on the above described plat of BARCUS RIDGE PLAT NO. 3, and on any plat of any of the real estate hereafter annexed to this Declaration as provided herein and to use the same for such purposes as the Association shall deem appropriate, and to perform the purposes set out in this Declaration.

15. Each owner of a Lot subject to this Declaration shall be a member of the Association. The membership appurtenant to any Lot shall not be separated from ownership of said Lot.

16. 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 Lots subject to this Declaration (being the above described Lots and any other Lots hereafter subjected to the provisions of this Declaration) 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 Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and shall have one vote for such Lot which shall be exercisable as the owners of the Lot may determine but in no event shall more than one vote be cast with respect to any Lot.

17. After the Developer no longer has the right to appoint the members of the Board of Directors of the Association, the Board shall initially 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 elected to a three (3) year term so as to maintain a total membership on the Board of three (3). The 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.

18. For operational purposes, the Board shall appoint a President, Treasurer, and Secretary of the Association, who shall each be members of the Association.

19. 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.

### ASSESSMENTS

20. Each Lot owner, upon acquiring title to a Lot (with or without a dwelling) from any person (including Lots acquired from the Developer) shall pay to the Association an Initial Membership Fee of Five Hundred Dollars (\$500.00). Despite owning a Lot, unless a builder occupies or leases a dwelling built upon the Lot, the builder is not required to pay an Initial Membership Fee associated with that Lot. Each owner of a Lot 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, which are initially Five Hundred Dollars (\$500.00), and special assessments to be established and collected from time to time as hereinafter provided.

21. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the Lot 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 Lot at the time the assessment was imposed.

22. The assessments of the Association shall be assessed equally against each Lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each Lot an assessment in a sum sufficient for the purposes stated herein, 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.

23. The annual assessments of the Association shall be for the calendar year and shall be due on June 1<sup>st</sup> of each year. 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 Lot 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 Lot.

24. If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of ten percent (10%) 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 property, 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 claiming nonuse of the benefits for which the assessment is imposed.

25. 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 Lot 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 the personal obligation of the property owner for the assessments coming due during the time he, she or it owned the Lot.

26. Despite owning a Lot, unless a builder occupies or leases a dwelling built upon a Lot, the builder is not required to pay the annual, initial or special assessments associated with that Lot for the remainder of the calendar year the Lot was acquired and for the following year.

27. The Developer shall not be required to pay annual, initial or special assessments on Lots owned by the Developer.

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

- a. To control, operate, maintain, repair, alter, and improve any common areas.
- b. To maintain storm water detention facilities.

- c. 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 common areas.
- d. If the Association votes to do so, to mow and trim individual lots.
- e. To maintain such insurance on the common areas and other property owned and/or controlled by the Association (including liability insurance) as the Association deems appropriate.
- f. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.
- g. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.
- h. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions, including attorney fees and court costs.
- i. To pay utilities for roadways and/or common areas.

#### COMMON AREA

29. The Developer will convey to the Association the title to and will cause the Association to acquire title to the common area described above and shown on the above described plat of BARCUS RIDGE PLAT NO. 3, being the "common areas" referred to herein.

30. The Association shall thereupon own, control, operate, maintain and retain title to said common areas for the use and benefit of the owners of all of the Lots. The Association shall use the common areas as a park area, as a recreational area and for such other uses as the Association deems appropriate.

31. The Association shall have the right, power and authority to acquire title to the common area within any of the Annexation Real Estate described below and to use the same as common area.

#### ANNEXATION REAL ESTATE

32. The Developer may at any time hereafter by written Declaration recorded in the Office of the Recorder of Deeds of Boone County, Missouri, make all or any part of any lot of land, with the written consent of the owner of said real



estate, subject to the provisions of this Declaration, and in such event, each platted Lot thereon shall be designated either as a Lot or as common area, and in such event each Lot shall be subject to and be deemed a part of this Declaration and the owners of each said Lot shall be subject to, be bound by and be deemed a part of this Declaration, including the Building Covenants contained herein, and the owners of each said Lot shall be a member of the Association and shall be entitled to all of the benefits contained herein, including the same right of the owners of all other Lots to use the common areas referred to herein, and each Lot and the owners thereof shall be subject to assessment by the Association and shall be bound by all of the provisions contained herein regarding the Association with all of the benefits and all of the obligations as a member of the Association.

### **ENFORCEMENT**

33. The Developer, the Association and/or the owner of any Lot 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 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 reasonable attorney fees.

34. Invalidity of any one of the provisions of this Declaration 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.

### **ASSIGNMENT OF DEVELOPER RIGHTS**

35. 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 the members of the Board of Directors of the Association and the right to annex additional Lots, tracts or parcels to this Declaration as provided herein, to any other person or entity but any such assignment must be in writing expressly referring to this paragraph number.

### **MODIFICATION**

36. 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 lots subject to the provisions of this document; provided however, after TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri Corporation, no longer owns any of the lots 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 lots subject to the provisions of this document.

#### **ENFORCEMENT**

37. Any owner of any above described lot 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.

#### **LOT DEFINITION**

38. The term "lot" as used herein shall be deemed to mean the above described Lots 301 through 314, both inclusive, except in the event hereafter said lot is subdivided into smaller lots by survey, plat, deed or other document, each said smaller lot shall thereupon be deemed a "lot" under the provisions of this document.

#### **MISCELLANEOUS**

39. 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 3 day of December, 2018.

TOMPKINS HOMES AND DEVELOPMENT,  
INC., a Missouri corporation

BY: [Signature]  
MICHAEL D. TOMPKINS, President

ATTEST:

[Signature]  
MICHAEL D. TOMPKINS, Secretary

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF BOONE     )

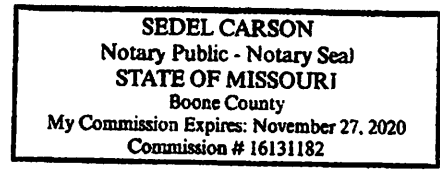
On this 3 day of December, 2018, before me personally appeared MICHAEL D. TOMPKINS, of TOMPKINS HOMES AND DEVELOPMENT, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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.

[Signature]  
NOTARY PUBLIC

My commission expires 11/27/20.

Commissioned in Boone County.



**MORTGAGEE'S SUBORDINATION AGREEMENT**

The undersigned, Landmark Bank, a corporation, being the holder of the Notes secured by the Deeds of Trust recorded in:

Book 4389, Page 117,  
Book 4910, Page 132,  
Book 4910, Page 135,  
Book 4912, Page 008,  
Book 4910, Page 134,

Deed Records of Boone County, Missouri, does hereby subordinate said Deeds of Trust to the above described Restrictive Covenants.

Dated this 4 day of December, 2018.

a corporation

BY: [Signature]  
PRINT NAME: Ryan Lidolph  
TITLE: SVP

ATTEST:


BY: Alisa Bittle  
PRINT NAME: Alisa Bittle  
TITLE: Loan Assistant

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF BOONE     )

On this 4<sup>th</sup> day of December, 2018, before me personally appeared Ryan Lidolph, of Landmark Bank, a corporation, to me known to be the person described in ana 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.

My commission expires 11-19-2021.  
Commissioned in Boone County.

Alisa Bittle  
NOTARY PUBLIC  
  
ALISA BITTLE  
My Commission Expires  
November 19, 2021  
Boone County  
Commission #13486080