



Recorded in Boone County, Missouri

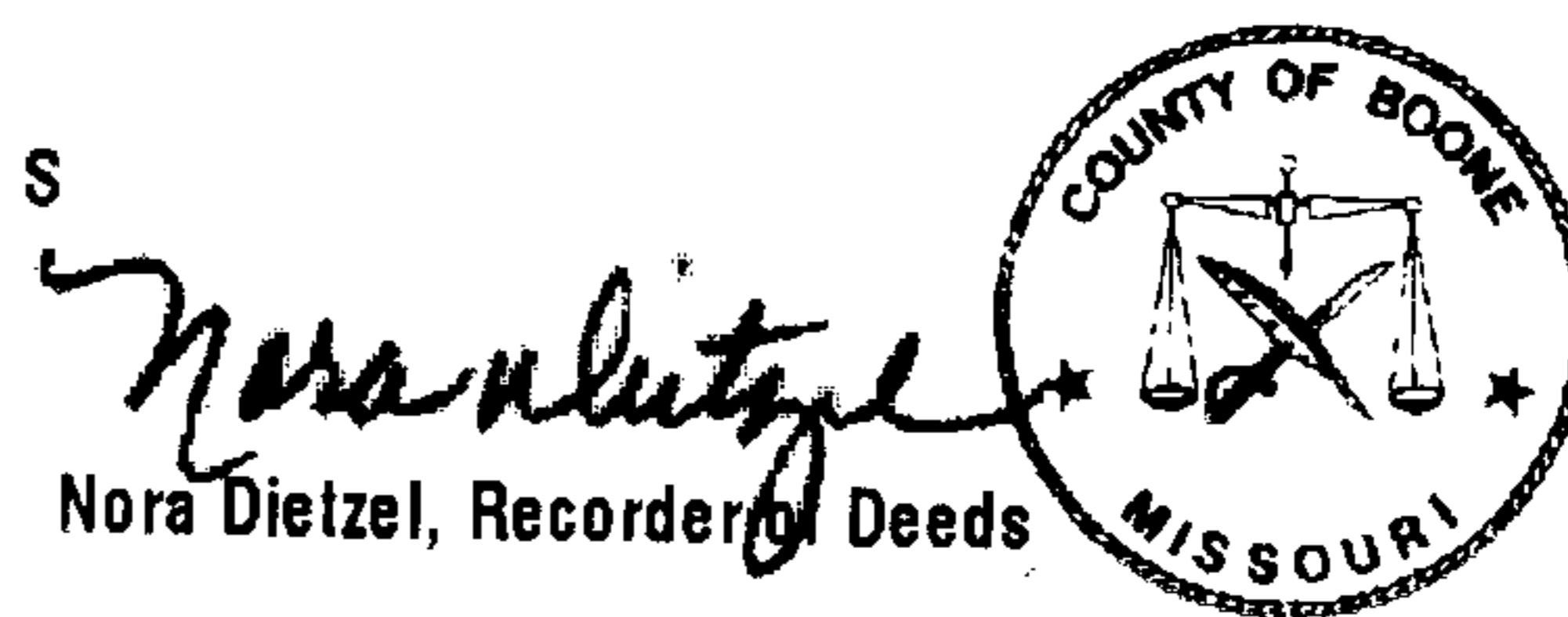
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Recording Fee: \$39.00 S

No. of Pages: 6



Title of Document: Restrictive Covenants

Date of Document: March 10, 2016

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

Legal Description:

a) TRACT 2:

Tract 2 of the Final Plat, Barcus Ridge, Plat No. 2, recorded in Plat Book 49, Page 53, Deed Records of Boone County, Missouri.

b) TRACT 3:

Tract 3 of the Final Plat, Barcus Ridge, Plat No. 2, recorded in Plat Book 49, Page 53, Deed Records of Boone County, Missouri.

c) TRACT 4:

Tract 4 of the Final Plat, Barcus Ridge, Plat No. 2, recorded in Plat Book 49, Page 53, Deed Records of Boone County, Missouri.

**RESTRICTIVE COVENANTS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the undersigned is the owner of the following described three (3) tracts of real estate situated in Boone County, Missouri, to-wit:

a) TRACT 2:

Tract 2 of the Final Plat, Barcus Ridge, Plat No. 2, recorded in Plat Book 49, Page 53, Deed Records of Boone County, Missouri.

b) TRACT 3:

Tract 3 of the Final Plat, Barcus Ridge, Plat No. 2, recorded in Plat Book 49, Page 53, Deed Records of Boone County, Missouri.

c) TRACT 4:

Tract 4 of the Final Plat, Barcus Ridge, Plat No. 2, recorded in Plat Book 49, Page 53, 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 1,600 square feet of finished living

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area.

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2. That no dwelling shall be permitted on any tract unless at least 50% of the surface area of any exterior wall that faces the public street shall be covered in stone, stucco or brick. Roof gables, end surfaces and dormers shall not be included in the calculation of the total surface area facing the public street. In no event shall vinyl siding be permitted on the exterior walls of any dwelling.

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. 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.

8. 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.

**MODIFICATION**

9. 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

Nora Dietzel, Recorder of Deeds

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

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

#### TRACT DEFINITION

11. The term "tract" as used herein shall be deemed to mean the above described Tracts 2 through 4, 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

12. 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.

{SIGNATURE PAGE TO FOLLOW}

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IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 10<sup>th</sup> day of March, 2016.

TOMPKINS:

TOMPKINS HOMES AND DEVELOPMENT, INC., a Missouri corporation

BY: [Signature]  
MICHAEL D. TOMPKINS, President

ATTEST:

[Signature]  
MICHAEL D. TOMPKINS, Secretary

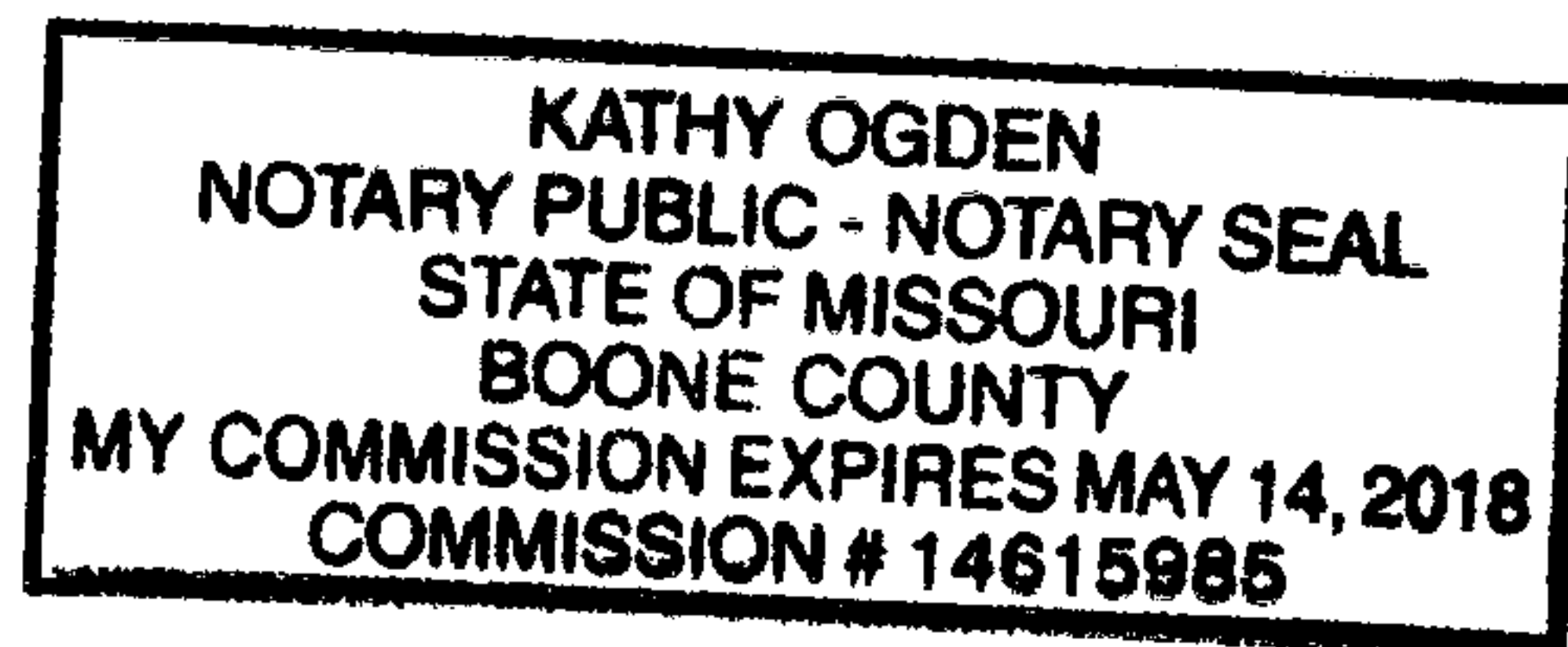
STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

On this 11<sup>th</sup> day of March, 2016, 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/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.

[Signature]  
NOTARY PUBLIC

My commission expires 5-14-18.  
Commissioned in Boone County.



MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned, Landmark Bank, a corporation, being the holder of the Note secured by the Deed of Trust recorded in Book 4389, Page 117, Deed Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the above described Restrictive Covenants.

Dated this 11 day of March, 2016.

Landmark Bank,  
a corporation

BY: [Signature] SVP  
TITLE & NAME

Ryan Lidolph

ATTEST: Danielle Harrison

Danielle Harrison, Commercial Lender  
TITLE & NAME

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

On this 11<sup>th</sup> day of March, 2016, before me personally appeared Ryan Lidolph, of Landmark 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.

[Signature]  
NOTARY PUBLIC

My commission expires 5-14-18.  
Commissioned in Boone County.

