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Bob Nolte
Recorder of Deeds

Title of Document: Declaration of Restrictions

Date of Document: March 13, 2026

Grantor/Grantee: Tompkins Investments LLC

References: Book 6111, Page 173
Book 6111, Page 172

Legal Description: Tract 2
Commencing at the Southwest corner of the East half of the Southeast quarter of said Section 15 and the Southeast corner of the Survey recorded in Book 3847, Page 107 and with the East line of said Survey, N 1°09'45"E, 995.14 feet to the Point of Beginning3:
Thence from the Point of Beginning and continuing with the East line of said Survey, N 1°09'45"E, 317.30 feet to the Southwest corner of the tract of land described in the deed recorded in Book 516, Page 220; thence with the South line of said Deed S 88°54'15"E, 379.74 feet; thence leaving said South line, N 1°07'30"E, 1319.81 feet to the North line of the Southeast quarter of said Section 15; thence with the North line thereof, S 88°57'25"E, 150.12 feet; thence leaving said North line, S 1°09'45"W, 1061.06 feet; thence S 43°17'40"E, 335.49 feet; thence S 1°21'10"W, 270.00 feet; thence N 88°38'50"W, 63.87 feet; thence S 85°38'40"W, 702.46 feet to the Point of Beginning and containing 10.21 acres.

Tract 4
Commencing at the Southeast corner of said Section 15 and with the East line of said Section, N 0°54'40"E, 1065.19 feet to the Point of Beginning:
Thence from the Point of Beginning and leaving the East line of said Section, N 88°38'50"W, 551.04 feet; thence N

1°21'10"E, 270.00 feet; thence N 43°17'40"W, 335.49 feet; thence N 1°09'45"E, 162.44 feet; thence S88°48'50"E, 532.45 feet to the Southwest corner of the Survey recorded in Book 680, Page 451; thence with the South line of said Survey, S 89°09'55"E, 249.71 feet to the East line of said Section 15; thence leaving the South line of said Survey and with the East line of said Section, S 0°54'40"W, 674.95 to the Point of Beginning and containing 10.00 acres.

Tract 5

Beginning at the Southeast corner of said Section 15, and with the South line thereof, N 88°38'25"W, 454.58 feet; thence leaving said South line, N 0°54'05"E, 1065.13 feet; thence S 88°38'50"E, 454.75 feet to the East line of said Section 15; thence with the East line thereof, S 0°54'40"W, 1065.19 feet to the Point of Beginning and containing 11.12 acres.

Tract 6

Beginning at the Southwest corner of the East half of the Southeast Quarter of said Section 15 and the Southeast corner of the Survey recorded in Book 3847, Page 107 and with the East line of said Survey, N 1°09'45"E, 385.00 feet; thence leaving the East line of said Survey, S 88°38'50"E, 495.54 feet; thence N 46°25'05"E, 304.04 feet; thence N 0°54'05"E, 465.27 feet; thence S 88°38'50"E, 150.01 feet; thence S 0°54'05"W, 1065.13 feet to the South line of said Section 15; thence with the South line thereof, N 88°38'25"W, 864.23 feet to the Point of Beginning and containing 10.51 acres.

Tract 7

Commencing at the Southwest corner of the East half of the Southeast quarter of said Section 15 and the Southeast corner of the Survey recorded in Book 3847, Page 107 and with the East line of said Survey, N 1°09'45"E, 385.00 feet to the Point of Beginning:

Thence from the Point of Beginning and continuing with the East line of said Survey, N 1°09'45"E, 610.14 feet; thence leaving the East line of said Survey N 85°38'40"E, 702.46 feet; thence S 88°38'50"E, 10.16 feet; thence S 0°54'05"W, 465.27 feet; thence S 46°25'05"W, 304.04 feet; thence N 88°38'50"W, 495.54 feet to the Point of Beginning and containing 10.00 acres.

DECLARATION OF RESTRICTIONS

THIS DECLARATION (the "Declaration"), is made and entered into this 13th day of March, 2026, by Tompkins Investments LLC, a Missouri limited liability company ("Developer"); WITNESSETH:

WHEREAS, Developer has obtained and recorded with the Recorder of Deeds of Boone County, Missouri, a survey of the subdivision known as High Point Ridge, which is recorded in Book 6111 at Page 173 (the "Survey"); and

WHEREAS, the Survey creates the following described tracts (the "Development"), to-wit: Tracts 2, and Tracts 4 through 7, inclusive (the "Tracts"); and

WHEREAS, Developer, as the developer of the Tracts and as the present owner of the Tracts, desires to place certain restrictions on the Tracts to preserve and enhance the value, desirability and attractiveness of the Development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the Developer and its future grantees, successors and assigns; and

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described Tracts shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. **Definitions.** For purposes of this Declaration, the following definitions shall apply:

(a) "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Owners Association.

(b) "Architectural Committee" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) on and after the recording of the Certificate of Substantial Completion, a committee comprised of three members of the Owners Association who shall be appointed by the Board.

(c) "Board" shall mean the Board of Directors of the Owners Association.

(d) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged, and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Tracts in the Development (as then composed or contemplated by the Developer) have been sold by the Developer.

(e) "Common Area"/"Private Road" shall mean the private road shown on the Survey, and as described on Exhibit A, attached hereto and incorporated herein by this reference, or any subsequent survey of all or part of the Development, being Tracts 2, 4, 5, 6, and 7.

(f) "Developer" shall mean and refer to Tompkins Investments, LLC, and its successors and assigns.

(g) "Development" shall mean all of the above-described Tracts shown on the Survey, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(h) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a Tract other than the main residential structure, guest house structure, or any structural component thereof.

(i) "Owners Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the Owners Association for the Development.

(j) "Survey" shall mean the Survey recorded in Book 6111 at Page 173 of the Records of Boone County, Missouri.

(j) "Tract" shall mean any Tract shown as a separate tract on the Survey, or any subsequent survey of all or part of the Development.

(k) "Owner" shall mean the record owner in fee simple of any Tract, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

2. **Use of Land.** None of the Tracts may be improved, used, or occupied for other than single-family residential purposes, and no duplex, flat, boarding house, rooming house, apartment house, or other multi-family or multi-unit residential structure. In addition to the single-family residential dwelling, one additional permanent building may be constructed on-site for sole use as an intermittent guest house for guests of the permanent occupants of the permanent residence, so long as the same complies with all rules, regulations, ordinances, and laws applicable to the same. No non-residential structure or other improvement (except Exterior Structures approved by the Architectural Committee), may be erected thereon. All residences in the Development shall be of new construction on-site; no residential building which has previously been at another location shall be moved onto any Tract, and no "prefabricated," "modular," or "manufactured" or otherwise preassembled or pre-constructed homes or structures of any nature or kind whatsoever (except Exterior Structures approved by the Architectural Committee) shall be permitted. It is the express intent that each Tract within the Development be occupied by a single family detached residential type development house and that all additional use be ancillary to such occupation.

3. **Minimum Floor Area.** No residence shall be constructed upon any Tract in the Development unless it shall have a total enclosed interior finished floor area of not less than 1,800 square feet above grade, excluding basements, garages, carports, porches, patios, attics, decks, or unfinished basement. Any guest house shall have a finished living area of not less than 300 square feet above grade, exclusive of basements, garages, carports, porches, patios, attics, decks.

4. **Approval of Plans and Post-Construction Changes.**

(a) Notwithstanding compliance with the provisions of Sections 2 or 3 above, no residence, guest house, or Exterior Structure may be erected upon any Tract unless and until the building plans, specifications, materials, location, elevations, Tract grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee. No change or alteration in or deviation from the approved building plans, specifications, materials, location, elevations, grading plans, landscaping plans, or exterior color scheme shall be made until such change, alteration, or deviation has been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall have the

power and authority to, in its discretion, and without liability to any person or entity owning or having an interest in any Tract, approve building plans, specifications, materials, location, elevation, grading plans, landscaping plans, or exterior color schemes even though the same may slightly vary from the provisions of this Declaration.

(b) Following the completion of construction of any residence, guest house, or other Exterior Structure, no exterior colors or general landscaping or grading shall be changed and no exterior additions or alterations shall be made unless and until the changes have been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portions of a structure because of age, casualty loss, or other reason, including, without limitation, roofs and siding, shall be of the same materials, location, and elevation as the original structure unless the changes have been submitted to and approved in writing by the Architectural Committee.

5. **Set Backs.** No residence or Exterior Structure (inclusive of porches, stoops, balconies, bays and windows eaves, chimneys, and other similar projections) shall be located closer to any street or road, including the Private Road, than the building set back lines, if any, required by the County of Boone. In addition, no portion of any building, including the residence or guest house shall be located within 75 feet of the center line of the Private Road.

6. **Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.**

(a) Except as otherwise provided in Section 2 above and in this Section 9(a), no Tract shall ever be used, and no residence, guest house, or Exterior Structure or other improvement shall ever be placed, erected, or used, for business (including day care whether for profit or not-for-profit), professional, trade, or commercial purposes on any Tract, including, but not limited to short-term vacation rental. Use as a short-term vacation rental is expressly prohibited. Under no circumstances shall a residence, guest house, Exterior Structure, or any portion of a residence on a Lot be utilized as a short-term vacation rental. Home offices for the use of occupants of the residence on a Tract shall be permitted, provided that such use is not discernible from outside the residence and further provided that the public, customers, clients, patients, or other business invitees or guests are not received there for business or commercial purposes other than on an occasional or incidental basis.

(b) No noxious or offensive activity shall be carried on with respect to any Tract, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Tract or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain such Owner's Tract in a neat, clean, and orderly fashion. All residences, guest houses, and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No vehicles in inoperable condition or any trailer, mobile home, bus, van, camper, recreational vehicle, boat, boat trailer, or other mobile apparatus of any nature or kind whatsoever, including, but not limited to shipping containers, storage pods, or other similar apparatus (other than personal automobiles and standard 3/4 ton or smaller noncommercial pickup trucks) shall be parked, left, or stored on any Tract or street except in an enclosed garage or Exterior Structure,

excepting only contractors' construction trailers used as a temporary office during construction of a building on the Lot on which such trailer is placed.

(d) Except as specifically authorized by the Architectural Committee in writing, no Exterior Structure shall be erected upon, moved onto, or maintained upon the yard of any Tract or Common Area.

(e) No Tract or combination of Tracts shall be resubdivided, rezoned or platted into smaller tracts, by any Owner other than the Developer. No Tract shall be sold or conveyed except as a whole as described on the Plat, except as may be otherwise approved in writing by the Approving Party.

(l) No Tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes, and all such items shall not be kept on any Tract, except in sanitary containers. All trash or sanitary containers shall be stored in concealed locations except for trash pickup. No household trash, waste, or garbage, shall be burned on a tract, but this does not prohibit burning of natural vegetation and yard waste.

(m) All Tracts shall be kept neat and free from debris.

(n) No automobile equipment repair or rebuilding shall be permitted on any Tract except for minor repair and maintenance of the Owner's personal vehicles which activities shall be conducted only inside a garage.

(o) 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.

(p) No two-wheel, three-wheel, four-wheel, or greater numbered wheel recreational vehicle (including, but not limited to, motorcycle, moped, power scooter, power tricycle, or motor bike) shall be operated on any Tract or the Private Road or other roadways leading to a Tract for recreational purposes in a manner that disturbs the peace of the Owner or occupant of the other Tract. All such vehicles must have a suitable muffler so as to provide for quiet operation.

7. **Animals.** No livestock, poultry, or other animals of any kind shall be raised, bred, or kept on any Tract, except as provided herein. Subject to any more restrictive law or ordinance:

(a) No commercial dog kennel or feeding lot shall be permitted on any Tract, and no commercial confined feeding of poultry shall be permitted on any Tract.

(b) No dog shall be kept or maintained any Tract that causes disturbance on any other Tract, and no vicious dog shall be kept or maintained on any Tract.

(c) No livestock, reptile, or other animal shall be raised, kept, or bred on any Tract, except (a) dogs, cats, and other household pets may be kept, provided that same are not kept, bred, or maintained for any commercial purpose, (b) not more than two (2) equine for each five (5) acres of land may be kept on a Tract, and (c) not more than one bovine, swine, hog, sheep, or goat, for each five (5) acres may be kept on a Tract. Any such 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.

(d) Chickens, ducks, and other poultry may be kept on a Tract, provided that same are not kept, bred, or maintained for any commercial purpose, and except not more than ten (10) in

the aggregate of such domesticated fowl may be kept on a Tract, and except no roosters shall be kept on a 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. **Easements for Public Utilities; Drainage; Maintenance; Pedestrian Walkways.** The Developer shall have, and does hereby reserve, the right to locate, relocate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance, and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television, fiber optic lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon, and through all easements, rights-of-way and Common Areas shown on the Survey, and further reserves easements for utility purposes over and across the tracts described on Exhibit B, attached hereto and incorporated herein by this reference. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining, or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners in the Development, and the Owners Association as a cross easement for utility line or service maintenance. The Developer shall have and does hereby reserve for itself, its successors and assigns, and the Owners Association and its successors and assigns, an easement over and through all unimproved portions of each Tract in the Development for the purpose of performing the duties of the Owners Association and maintaining any Common Area.

9. **Common Area/Private Road.**

(a) The Developer and its successors, assigns, and grantees, the Owners of Tracts in the Development, and the Owners Association shall have the right and easement of enjoyment in and to Common Area, but only for the intended use or uses thereof. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Tract. All such rights and easements shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto. Tracts 2, 4, 5, 6 and 7, and their Owners, heirs, successors, and assigns, hereby grant to all other Tracts and their Owners, heirs, successors, and assigns, a perpetual, non-exclusive, right, privilege, and authority for the use for pedestrian and vehicular ingress and egress, and an easement for maintenance, repair, and replacement of the Private Road, including utility easements over the Private Road, from High Point Lane and serving Tracts 2, 4, 5, 6 and 7.

(b) The right and easement of enjoyment of the Owners in the Development as to the Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon, and through such Common Area.

(c) No Owner shall improve, destroy, or otherwise alter any Common Area without the express written consent of the Approving Party.

(d) The Approving Party shall have the right from time to time to make, alter, and revoke additional rules, regulations, and restrictions pertaining to the use of the Common Area.

(e) The Owners Association shall meet at least annually.

(f) The Owners Association shall have the authority and responsibility to maintain, manage, and collect funds for maintenance and management of the Common Areas as provided herein.

(g) The Architectural Control Committee shall meet as necessary to consider applications with respect to any matters that require the approval of the Architectural Committee as provided herein.

10. **Architectural Committee.** The Owner of a Tract desiring to construct any residence, guest house, or other Exterior Structure (including but not limited to any garage, building, shed, gazebo, etc), fence, wall, exterior light pole, communication tower, or satellite dish with a diameter exceeding thirty-five inches (35"), shall submit plans and specifications for 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 to Architectural Committee to determine if the proposed addition to the Tract, to be erected, constructed, placed, or altered on any Tract is compatible with these restrictions and the other improvements located on the Tract and the other tracts in the vicinity of said Tract. The presence of a majority of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting. Every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee, and no act or decision made at any other time or in any other manner by the Architectural Committee or any member or members thereof shall be valid or binding or constitute waiver of any provision of this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their reasonable discretion, determine to be appropriate to establish and maintain the quality, character, and aesthetics of the Development, including but not limited to the consistency and harmony of the proposed work and improvements with the Developer's overall plans for the Development and existing improvements in and the general appearance of the Development, the potential impact on property values within the Development, and compliance with the specific requirements of this Declaration. Any action of the Architectural Committee that is required or permitted to be taken at a meeting of the Architectural Committee may be taken by unanimous written consent of all members of the Architectural Committee, which written consent may consist of one or more counterparts setting forth the action to be taken. All decisions of the Architectural Committee shall be in writing. The initial Architectural Committee shall be composed solely of Developer, which may designate a representative to act on its behalf. So long as Developer is the owner of any Tract in the Development, Developer shall have the right to appoint/remove all members of the Architectural Control Committee.

11. **No Liability for Approval or Disapproval.** Neither the Developer, nor the Owners Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary or other approval, disapproval, or failure to approve any matter submitted for approval, for the adoption, amendment, or revocation of any rules, regulations, restrictions, or guidelines or for the enforcement of or failure to enforce or waiver of any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions, or guidelines. The Developer and the Architectural Committee shall, in their absolute and unrestricted discretion, have the power and authority to waive application of any of the restrictions

as to any Tract, or as to any residence, guest house, or other Exterior Structure on any Tract, and any such waiver shall be binding on all Owners and the Owners Association.

12. Covenants Running with Land; Enforcement.

(a) The agreements, restrictions, and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the Development shall come, for the benefit of all the land in the Development. The Developer, and its successors, assigns, and grantees, and all parties claiming by, through, or under them, shall conform to and observe such agreements, restrictions, and reservations; provided, however, that no person 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 seizing of title to such Tracts; provided, however, that the immediate grantee from the builder of the residence on a Tract shall be personally responsible for breaches committed during such builder's ownership of such Tract.

(b) The Developer, its successors, and assigns, the Owner of any of the Tracts, and the Owners Association, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, covenants, restrictions, and reservations herein set forth, in addition to any action at law for damages. In the event the Developer or Owners Association seeks to enforce these restrictions by legal proceedings and the Developer or Owners Association prevails in such legal proceedings, then the Developer or Owners Association, in addition to other rights and remedies to which it or they may be entitled, shall further recover their reasonable costs, expenses, and attorneys' fees in such proceedings. The failure to enforce any of the agreements, restrictions, or reservations herein set forth at the time of violation shall in no event be deemed to be a waiver of the right to do so thereafter.

13. Owners Association Membership, Voting, and Management. Membership in the Owners Association shall be limited to the Owners of Tracts within the Development. The Owners Association shall have only one class of membership. Each member shall have one vote for each Tract for which he or she is the Owner and upon which he or she shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Tract, all such persons shall be members and the vote for such Tract shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be cast with respect to such Tract.

14. Powers and Duties of the Owners Association.

(a) In addition to the powers granted by other portions of this Declaration, or by any deeds, declarations, or plats covering the property in the Development, the Owners Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(i) To enforce, in its own name, any and all building, use, or other restrictions, obligations, agreements, or reservations which have been or hereafter may be imposed upon any of the Tracts; provided, however, that this right of enforcement shall not serve to prevent changes,

releases, waivers, or modifications of restrictions, obligations, agreements, or reservations from being made by the parties having the right to make such changes, releases, waivers, or modifications under the terms of the deeds, declarations, or plats in which such restrictions, obligations, agreements, and reservations are set forth. The expense and cost of any such enforcement proceedings by the Owners Association may be paid out of the general fund of the Owners Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use, or other restrictions in its or his or her own name.

(ii) To maintain public liability, worker's compensation, fidelity, fire, and other casualty, director and officer liability, indemnification, and other insurance with respect to the activities of the Owners Association and the property within the Development.

(iii) To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto, including assessments that may be against all Tracts, as well as any assessments for maintaining the Private Road.

(iv) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Owners Association and its members and the sharing of the expenses associated therewith.

(v) To enter into and perform agreements with the Developer, other developers, other home associations, and other parties relating to the joint use, operation, and maintenance of any recreational facilities and other similar common areas, whether in or outside the Development and the sharing of expenses related thereto.

(vi) To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Owners Association, including, without limitation, keeping of books and records, operation and maintenance of Common Area, collecting and accounting for assessments of any kind, and paying the expenses of the Owners Association, including management fees.

(vii) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration, or plat relating to all or any part of the Development.

(viii) To make, amend, and revoke reasonable rules, regulations, restrictions, and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations, and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.

(ix) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Owners Association.

(b) Except as otherwise provided in any agreement with the Developer, the Owners Association shall, at all times, pay and be responsible for the proper maintenance of, and shall maintain, the Common Area, subject to any control thereof maintained by any governmental authority, utility, or other person or entity.

(c) Notwithstanding anything herein contained, the Developer shall not be obligated to form the Owners Association, nor shall the Owners Association be empowered to exercise any of the authority provided for herein, until after the Certificate of Substantial Completion has been recorded, unless the Developer determines, in Developer's discretion, to form the Owners Association at an earlier time.

15. Method of Providing General Funds/Tract Maintenance Assessment.

(a) For the purpose of providing a general fund to enable the Owners Association to exercise the powers, maintain the improvements, and render the services provided for herein, all Tracts in the Development, other than Tracts then owned by the Developer, shall be subject to an annual assessment (the "Annual Assessment") to be paid to the Owners Association by the respective Owners thereof as provided in this Section 15. The amount of the Annual Assessment per Tract shall be fixed periodically by the Owners Association, and until further action of the Owners Association, shall be Five Hundred Dollars (\$500) per year, payable on January 1 of each calendar year, in advance, unless a different time is set by the Board of Directors under subparagraph (c) below. In the calendar year that a Tract is conveyed to an Owner by the Developer or by a builder to an Owner, the initial Owner shall pay a prorated Annual Assessment for the remainder of the calendar year in which such conveyance occurs. The prorated assessment shall be payable at the closing of the conveyance by the Developer or builder to such Owner. Until the Owners Association is empowered to act, all Annual Assessments shall be payable to the Developer when due. The Developer shall cause said Annual Assessments to be placed in escrow and to be used for purposes related to the Development (including, but not limited to, the employment of a management company to manage the funds and use the funds to perform duties which relate to the maintenance of the Common Area, collection of assessments and operation of the Development), and at the time the Owners Association is organized by the Developer and upon Substantial Completion of the Development, the Developer shall cause any funds remaining in escrow to be transferred to the Owners Association.

(b) The rate of the Annual Assessment may be increased or decreased (i) annually by the Board of Directors to an amount not to exceed twenty-five percent (25%) of the rate of the annual assessment then in effect, or (ii) at any time or times at a meeting of the members specially called for that purpose and of which advance notice is given and if at least fifty-one percent (51%) of the members present at such meeting and entitled to vote on the relevant issue authorize such increase or decrease by an affirmative vote therefor; provided, however, that the rate of assessment may not be less than an amount that is necessary to permit the Owners Association to perform its duties or in exercising its authority hereunder.

(c) The assessment provided for herein shall be due and payable to the Owners Association on such dates as shall be determined by the Board of Directors from time to time, and may be made payable in installments at the discretion and in such manner as the Board of Directors shall determine. No Owner of any Tract shall be entitled to receive any services to be provided by and through the Owners Association or to use any Common Areas other than streets until such time as the first assessment has been paid.

16. **Lien on Real Estate.**

(a) Each Owner (other than the Developer) shall be personally liable for payment of all assessments becoming due and payable during the time such Owner holds fee title to a Tract, and the assessments shall become a lien on such Tract as soon as they are due and payable. In the event of the failure of any Owner to pay any assessment within sixty (60) days of the due date thereof, then such assessment shall bear interest at the rate of nine percent (9%) per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorney's fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment and the lien on the Tract.

(b) All liens on any Tract for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money, first mortgage, or first deed of trust now existing or which may hereafter be placed upon such Tract.

(c) Nonpayment of any fee or assessment provided for herein within sixty (60) days from the due date thereof shall cause such fee or assessment to become delinquent. Payment of both principal and interest of a delinquent fee or assessment may be enforced as a deed of trust lien on such Tract or collected from such Owner through proceedings in any court in Boone County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. In any such proceedings, the Developer or the Owners Association shall be entitled to recover from the Owner who has failed to pay such assessment all court costs and attorneys' fees incurred in prosecuting such action. The Developer or the Owners Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Boone County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Developer or the Owners Association shall be entitled to collect from the Owner of the Tract described therein a fee established by the Developer or the Owners Association from time to time, which initially shall be One Hundred Dollars (\$100), which fee shall be added to the amount of the delinquent assessment which is a lien on the Tract.

(d) Such liens shall continue for a period of three (3) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment, provided, however, expiration of such lien shall not extinguish the obligation of the Owner who has failed to pay an assessment from personal liability therefor, plus interest thereon, and court costs and attorneys' fees incurred in any action to collect such unpaid assessment.

(e) The Owners Association may cease to provide any or all of the services to be provided by or through the Owners Association with respect to any Tract during any period that the Owner is delinquent in the payment of any assessment due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during, or after such cessation. No Owner shall be entitled to use any Common Areas (other than streets) during such period of delinquency.

17. **Special Assessments.** In addition to the annual assessments provided for herein, the Board of Directors shall levy from time to time special assessments against each and every Tract (other than any Tract then owned by the Developer), or any group of Owners, in an equal amount that is sufficient, when aggregated, to enable the Owners Association to perform its duties and to exercise its authority as specified herein that require any expenditures during any period in an amount in excess of the general funds of the Owners Association available therefor. In addition, special assessments against each and every Tract (other than any Tract then owned by the Developer), or a group of Tracts to pay the costs of constructing, maintaining, altering, or repairing the Common Area or improvement thereon affecting all of the Tracts, or only some Tracts, may be levied (a) if fifty-one percent (51%) of the Owners of the Tracts (other than the Developer if it is then an Owner) present and entitled to vote at a meeting of the members specially called for that purpose and of which advance notice is given authorizing such special assessments by an affirmative vote therefor, and (b) if the Developer, if then an Owner, approves such special assessments in writing. Special assessments shall be the personal obligation of the then-Owner of each Tract subject to such Assessment and shall become a lien on such Tract upon notice to such Owner of the assessment. Such lien shall be enforced and terminated in accordance with the provisions of Section 16 above.

18. **Limitation on Expenditures.** The Owners Association shall at no time expend more money within any one year than the total amount of the assessments (including special assessments) for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Owners Association have the power to enter into any contract which binds the Owners Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance, or similar services or matters to be performed for or received by the Owners Association or its members in subsequent years.

19. **Notices.**

(a) No less than fourteen (14) and no more than forty (40) days prior to any meeting of the Owners Association, it shall give written notice to all members of the place, time, and purpose of the regular or special meeting of the Owners Association.

(b) The Owners Association shall designate from time to time, by notice to all Owners, the place where payment of assessments shall be made and the place or places where other business in connection with the Owners Association may be transacted and where the Owners Association may be contacted.

(c) All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Owners Association for such person. Notice to one co-owner shall constitute notice to all co-owners.

20. **Applicable Law.** The Owners Association shall, at all times, observe all applicable federal, state, county, city, or other laws, rules, regulations, and ordinances. If, at any time, any of the provisions of this Declaration shall be found to be in conflict with such law, rules, regulations, or ordinances, such provisions shall be of no force or effect to the extent of such conflict for so

long as such conflict exists, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

21. **Covenants Running with the Land.** All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of Tracts in the Development shall come, for the benefit of all the land in the Development.

22. **Severability.** Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

23. **Assignment of Developer's Rights.** The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Boone County, Missouri, to assign, convey, transfer, and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties, and responsibilities herein reserved by, or granted to, the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties, and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer, and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

24. **Duration and Modification of Restrictions.** The provisions of this Declaration shall remain in full force and effect for a period of twenty (20) years from the date hereof, and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, the provisions of this Declaration may be amended, modified, or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of sixty-six and two-thirds percent (66 2/3%) of the Tracts (excluding those owned by the Developer) within the Development as then constituted, and (b) the Developer if it is then an Owner.

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

Developer: Tompkins Investments LLC

By 
Shaun Tompkins, Member

By 
Felicia Tompkins, Member

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 13th day of March, 2026, before me appeared Shaun Tompkins and Felicia Tompkins, and acknowledged that the above instrument was signed on behalf of Tompkins Investments LLC, with all requisite authority, and acknowledged said instrument to be the free act and deed of Tompkins Investments LLC.

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

Lynn C. Harvey

Notary Public

Print Name

Lynn C. Harvey

My term expires: *10-18-2026*



EXHIBIT A

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE TRUSTEES DEED RECORDED IN BOOK 6074, PAGE 129 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AT THE NORTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 680, PAGE 449 AND WITH THE NORTH LINE THEREOF, N 88°57'25"W, 37.47 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, SAID STRIP BEING 20 FEET WIDE AND BEING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 11°00'10"W, 265.33 FEET; THENCE 123.62 FEET ALONG A 350.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 0°53'05"W, 122.98 FEET; THENCE S 10°31'05"E, 141.86 FEET; THENCE 148.37 FEET ALONG A 530.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 19°49'20"E, 147.88 FEET; THENCE S 27°50'30"E, 102.78 FEET; THENCE 21.84 FEET ALONG A 350.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 29°37'45"E, 21.83 FEET; THENCE S 29°21'50"E, 134.63 FEET; THENCE 35.50 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 22°13'35"E, 35.46 FEET; THENCE 252.58 FEET ALONG A 1917.47-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 20°54'55"E, 252.40 FEET; THENCE 133.02 FEET ALONG A 500.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 32°18'35"E, 132.62 FEET; THENCE S 39°55'55"E, 139.58 FEET; THENCE 81.45 FEET ALONG A 124.69-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 21°13'05"E, 80.01 FEET; THENCE S 2°30'10"E, 15.23 FEET; THENCE 152.80 FEET ALONG A 85.86-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 48°28'35"W, 133.42 FEET TO POINT 'A' OF THIS DESCRIBED CENTERLINE; THENCE FROM POINT 'A' AS DESCRIBED ABOVE, S 0°00'00"W, 7.76 FEET; THENCE N 88°38'50"W, 144.81 FEET; THENCE S 85°38'40"W, 19.29 FEET TO THE END OF THIS DESCRIBED CENTERLINE.

TOGETHER A CIRCULAR TRACT WITH A RADIUS 50.00 FEET CENTERED ON POINT 'A' AS DESCRIBED ABOVE.

EXHIBIT B

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE TRUSTEES DEED RECORDED IN BOOK 6074, PAGE 129 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, AT THE NORTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 680, PAGE 449 AND WITH THE NORTH LINE THEREOF, N 88°57'25"W, 37.47 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, SAID STRIP BEING 20 FEET WIDE AND BEING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 11°00'10"W, 265.33 FEET; THENCE 123.62 FEET ALONG A 350.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 0°53'05"W, 122.98 FEET; THENCE S 10°31'05"E, 141.86 FEET; THENCE 148.37 FEET ALONG A 530.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 19°49'20"E, 147.88 FEET; THENCE S 27°50'30"E, 102.78 FEET; THENCE 21.84 FEET ALONG A 350.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 29°37'45"E, 21.83 FEET; THENCE S 29°21'50"E, 134.63 FEET; THENCE 35.50 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 22°13'35"E, 35.46 FEET; THENCE 252.58 FEET ALONG A 1917.47-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 20°54'55"E, 252.40 FEET; THENCE 133.02 FEET ALONG A 500.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 32°18'35"E, 132.62 FEET; THENCE S 39°55'55"E, 139.58 FEET; THENCE 81.45 FEET ALONG A 124.69-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 21°13'05"E, 80.01 FEET; THENCE S 2°30'10"E, 15.23 FEET; THENCE 152.80 FEET ALONG A 85.86-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 48°28'35"W, 133.42 FEET TO POINT 'A' OF THIS DESCRIBED CENTERLINE; THENCE FROM POINT 'A' AS DESCRIBED ABOVE, S 0°00'00"W, 7.76 FEET; THENCE N 88°38'50"W, 144.81 FEET; THENCE S 85°38'40"W, 19.29 FEET TO THE END OF THIS DESCRIBED CENTERLINE.

TOGETHER A CIRCULAR TRACT WITH A RADIUS 50.00 FEET CENTERED ON POINT 'A' AS DESCRIBED ABOVE.