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Sigmund
Browning
635-7699



This instrument was prepared by
and after recording return to:

Timothy T. Sigmund
Sigmund Browning, LLC
305 E. McCarty Street, Suite 300
Jefferson City, Missouri 65101

**SECOND AMENDMENT TO
RESTRICTIONS AND COVENANTS
THE LEGACY SUBDIVISION
SECTION 1 (LOTS 1-29)**

THIS SECOND AMENDMENT TO RESTRICTIONS AND COVENANTS ("Amendment") is made as of the 18th day of January, 2018 by **Legacy Development, LLC**, a Missouri limited liability company, successor in interest to RBR Investments, a Missouri limited liability company ("Grantor" and "Grantee" for recording purposes).

RECITALS

A. This Amendment is to amend the Restrictions and Covenants relating to The Legacy Subdivision, Section 1 (Lots 1-29) (the "Legacy Subdivision") which was originally recorded on May 15, 2006 at Book 535, Page 107 in the Office of the Cole County, Missouri Recorder (the "Original Declaration").

B. The Original Declaration and this Amendment relate to the lots numbered 1 through 29 on the plat of The Legacy Section One dated July 25, 2005 and recorded on May 15, 2006 at Book 12, Page 548 in the Office of the Cole County, Missouri Recorder (the "Legacy Plat").

C. The Original Declaration was amended by Amendment to Restrictions dated May 8, 2007 and recorded on May 10, 2007 at Book 548, Page 776 in the Office of the Cole County, Missouri Recorder (the "First Amendment").

D. RBR Investments, LLC ("RBR") was the original developer of the Subdivision and the declarant under the Original Declaration.

E. RBR did convey its interest in the Subdivision to Legacy Development, LLC ("Legacy") and is no longer an owner or developer of the Subdivision.

F. The Original Declaration provides, at Article III, Section E, that after three years from the date of the Original Declaration, the record owners of a majority of the lots, may ask the Architectural Control Committee to call a meeting for the purpose of changing any or all of the restrictions.

G. Legacy, being the owner of a majority of the lots in the Subdivision, and as successor to RBR, has duly called a meeting of the owners of the lots for the purpose of addressing certain amendments to the Original Declaration as set forth herein.

H. Per the Original Declaration, a vote was had regarding the amendments set forth herein and the requisite two-thirds of the owners of the lots did agree to the same and authorize Legacy to execute and file this Amendment.

I. Legacy is also the owner of Lots 31 through 52 and Lots 55 and 56 of Renn's Lake Place, Section 4, as per plat of record in Plat Book 12, Page 95, Cole County Recorder's Office (the "Section 4 Plat") and desires to subject said lots to the Original Restrictions, the First Amendment and this Second Amendment.

J. Legacy is also the owner of Lots 57 through 86 of Renn's Lake Place, Section 5, as per plat of record in Plat Book 12, Page 555, Cole County Recorder's Office (the "Section 5 Plat") and desires to subject said lots to the Original Restrictions, the First Amendment and this Second Amendment.

K. By this Second Amendment, it is intended that all of the lots described in the foregoing recitals be subject to the Original Declaration, the First Amendment, and this Second Amendment.

Now, Therefore, pursuant to a vote of two-thirds of the owners of the lots in the Legacy Subdivision, the Original Declaration and First Amendment are hereby amended as follows:

1. A new Article I shall be added to read as follows:

"Committee" means the Architectural Control Committee as described in Article II, Section O herein.

"Declarant" means Legacy Development, LLC and any successor or assign thereof to whom Legacy Development, LLC shall convey or otherwise transfer all or any parts of the rights, title and interest in the Legacy Subdivision and the other lots described in this Second Amendment in Section 4 and Section 5 of Renn's Lake Place then owned by it, and/or to whom Legacy Development, LLC shall expressly transfer and assign all of its right, title and interest under this Declaration, or any amendment or modification of this Declaration.

"Lot" means any of those lots designated as numbers 1 through 29 on the Legacy Plat, Lots 31 through 52 and Lots 55 and 56 of the Section 4 Plat, and Lots 57 through 86 of the Section 5 Plat. The Legacy Subdivision, the subdivision denoted by the Section 4 Plat and the subdivision denoted by the Section 5 Plat are collectively referred to herein as the "Subdivision" for purposes of this Second Amendment. Subsequent to the filing of this Second Amendment, all references to "Subdivision" in the Original Declaration and the First Amendment shall refer to the Subdivision as defined herein.

"Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Subdivision, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner. The term "Owner," shall not mean any contract purchaser, nor shall it include any mortgagee, the holder of any Deed of Trust or other person or legal entity holding an interest in a Lot as security for the performance of an obligation, except that "Owner" shall be deemed to include lessors, whether or not such persons occupy any portion of the Property.

2. Article II, Section C, Subsection 1 shall be deleted in its entirety and replaced with the following:

One-story houses must have a minimum of 1,450 square feet on the ground floor with a two-car attached garage.

3. Article II, Section C, Subsection 2 shall be deleted in its entirety and replaced with the following:

Split level houses must have a minimum of 1,500 square feet of total floor space, 900 square feet of which must be on the ground floor, with a two-car attached garage.

4. Article II, Section E, shall be amended by deleted in its entirety and replaced with the following:

The front side of the ground level of any structure shall be brick veneer or approved hard surface to grade. No exposed concrete shall face any street. No exposed concrete retaining walls can be closer to the street than the front building line of the home. If there is a front foundation entry to the house, the foundation must be covered with brick veneer or approved hard surface and any retaining walls adjacent to the such entry must have the same surface. All retaining walls located closer to the street than the front building line must have a rowlock top or similar top.

5. The following shall be added to Article II, Section G:

No roof vents of any type, nature or style on the dwelling shall be facing or exposed to the street. In addition, metal roofing and rolled roofing is not allowed unless approved in writing by the Committee in its sole discretion.

6. Article II, Section H is deleted in its entirety.

7. Article II, Section N, Subsection 1 is deleted in its entirety and replaced with the following:

As part of the completion of improvements of each Lot, the Owner must provide for a sidewalk on all sides of the property which are adjacent to a street, which sidewalk complies with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq.

8. Article II, Section N, Subsection 2 is deleted in its entirety and replaced with the following:

No outside furnaces, storage tanks above the surface of the ground (whether for fuel or otherwise), or permanent or temporary exterior clothes lines are allowed on any Lot unless approved in writing by the Committee in its sole discretion.

9. Article II, Section O, shall be deleted in its entirety and replaced with the following:

The Committee shall be composed of two individuals and its initial members shall be Gary Braun and Alan Braun, the members of Legacy. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor or successors. At any time after the earlier of (i) ten (10) years from the date of this Amendment, or (ii) the date which is one calendar year from the date neither Legacy nor either of the initial members of the Committee own a Lot, or (iii) upon the death and/or resignation of all of the initial members of the Committee, a majority of the Owners voting in person as described in Subsection (c) below may elect three (3) new members each to serve a term of two years and an instrument describing such act shall be duly recorded in the office of the Cole County Recorder. The rights of any Owner, including the right to serve as a member of the Committee, may be suspended by a majority of the Committee if the Owner, his or her family, tenants, or guests of any of them, shall then be in violation of the Original Declaration or any amendments thereto.

For purposes of selecting members of the Committee as described above, each Owner shall be entitled to one (1) vote for each Lot owned by them. Any Owner shall be entitled to call a meeting of the Owners for the purpose of electing members of the Committee, by written notice sent to all the Owners at their last known addresses not less than ten (10) days nor more than forty (40) days prior to the time of the meeting. The notice shall designate the time and place of the meeting, which shall be held in Cole County and at a reasonable time. At any meeting called for such purpose, the presence at the meeting of Owners entitled to cast fifty (50%) percent of the votes based on the number of Lots shall constitute a quorum. If a quorum is not present, those Owners present may adjourn the meeting to another date within sixty (60) days of the first meeting. At such subsequent meeting, the required quorum will be only one-half (1/2) of the number of Owners required at the prior meeting.

The Committee's approval or disapproval, as required by Article II, Section B shall be in writing. The decision of a majority of the members of the Committee shall be the decision of the Committee. Two (2) members of the Committee shall constitute a quorum for voting purposes. In the event that the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it (or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof), approval will not be required and the requirements of this Section will be deemed to have been waived. The waiver of the requirements of this Section at any given time shall not constitute a waiver of such requirements in future instances.

The approval of the Committee or of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

The Committee may authorize variances from compliance with any of the provisions of the Original Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing, or stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not generally be considered a hardship warranting a variance.

Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for any of the services performed pursuant to this covenant, nor shall any of the purchasers of the Lots or their successors in interest have any recourse against Legacy or the Committee as a result of their alleged failure to enforce compliance with these restrictions.

10. A new Section P shall be added to Article II to read as follows:

No advertising or display signs of any character shall be placed or maintained on any part of a Lot or on any structure except with the prior written consent of the Committee except customary "For Rent" and "For Sale" signs, placed on or in front of a structure by the Owner or the Owner's authorized agent so long as the Lot is actually for lease or for sale.

11. A new Section Q shall be added to Article II to read as follows:

No animals, livestock or poultry of any kind shall be raised, kept, or maintained on any Lot except that a reasonable number of customary household pets shall be permitted. No dog houses or multiple dog kennels shall be erected on a Lot except behind the principal structure on the Lot and in such manner that such dog houses shall not be viewable from the public street in front of the Lot unless approved in

writing by the Committee in its sole discretion.

12. A new Section F shall be added to Article III to read as follows:

Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of the Original Declaration, the first amendment, this Amendment or any future amendment, shall not in any way act to limit or divest the right of Legacy, the Committee or any other Owner of enforcement of these provisions against the Owner or such person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees, or guests, and by guests, licensees and invitees of his or her tenants at any time.

13. A new Section G shall be added to Article III to read as follows:

Additional lands may be subjected to the Declaration in the following manner:

(a) The Declarant, its successors and assigns, shall have the right, for a period of ten (10) years from the date of this Second Amendment to the Declaration, to bring additional parcels of land within the operation and effect of the Declaration. The additions authorized under this Section G(a) shall be made by recording among the records of Cole County, Missouri a supplement to this Declaration, which need be executed only by the Declarant and the owner of such additional land if the Declarant is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section G(a) shall not require the approval of the Owners. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions as they apply to the additional land as may be necessary to reflect the different character, if any, of the additional land. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Lots described in the Second Amendment to this Declaration as the same exists prior to the supplement without the approval of two-thirds (2/3rds) of the then Owners.

(b) At such time as the Declarant no longer has an ownership interest in any Lot, then upon the written approval of the two-thirds (2/3rds) of the Owners, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Cole County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

14. Legacy Development, LLC, successor in interest to RBR Investments, LLC, as the owner of Lots 57 through 84 of Renn's Lake Place, Section 5, does by its duly authorized signature below, hereby terminate and revoke the Restrictions and Covenants of Renns Lake Place Section 5 (Lots 57-84) as recorded at Book 535, Page 823 in the Office of the Cole County, Missouri Recorder and subjects such Lots to the rights, obligations, and conditions of the Declaration, the First Amendment, and this Second Amendment.

15. By requisite vote of the Owners of Lots in the Legacy Subdivision, it is acknowledged and agreed that all of the Lots described in Section I and J of the Recitals to this Second Amendment be subjected to the Original Declaration, the First Amendment, and this Second Amendment.

16. Except as set forth in this Second Amendment, the provisions of the Declaration and the First Amendment are incorporated herein by reference, ratified by the Declarant and those Owners who voted at the meeting described in Recital H, and are in full force and effect.

IN WITNESS WHEREOF, Legacy, pursuant to due authority granted by a majority of the Owners has caused this Second Amendment to be duly executed this 18th day of ~~December~~, 2018,
JANUARY

LEGACY (Grantor and Grantee for Recording Purposes)

LEGACY DEVELOPMENT, LLC

By: Donald C. Braun
Donald C. Braun, Manager

By: Delores M. Braun
Delores M. Braun, Manager

STATE OF MISSOURI)
)SS
COUNTY OF COLE)

On this 18th day of January, 2018, before me personally appeared Donald C. Braun and Delores M. Braun, to me known to be the persons who executed the foregoing Amendment, and, being by me duly sworn, stated that they are the Managers of Legacy Development, LLC, a Missouri limited liability company, and that they are authorized by the operating agreement of said limited liability company to execute this Amendment on behalf of such limited liability company and acknowledged to me that they executed the same as the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Jamie R. Waier
Notary Public

My commission expires 3/28/2021



JAMIE R. WAIER
My Commission Expires
March 28, 2021
Cole County
Commission #00416783

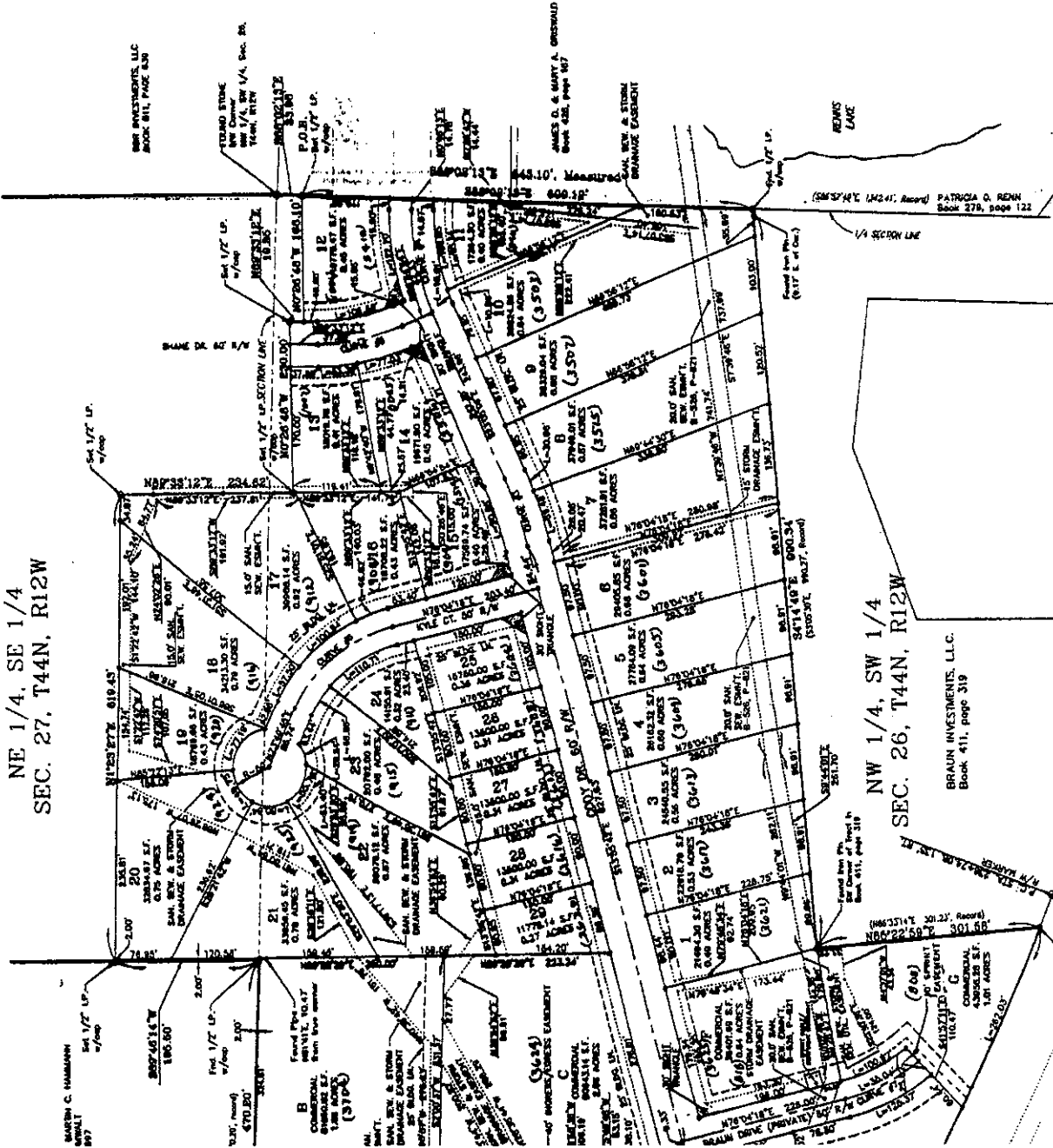
THE LEGACY SECTION ONE

COMMERCIAL/MEDIUM DENSITY RESIDENTIAL

32.95 ACRES

28.67 ACRES REMAINING

NE 1/4, SE 1/4
SEC. 27, T44N, R12W



NW 1/4, SW 1/4
SEC. 26, T44N, R12W

BRAUN INVESTMENTS, LLC.
Book 411, page 319

PROPERTY BOUNDARY DESCRIPTION

Part of the Northeast Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 44 North, Range 12 West, Cole County, Missouri, more particularly described as follows:

From the northeast corner of the Southwest Quarter of the aforesaid Section 26; thence S88°02'13"E, along the Quarter Section line, 33.88 feet to the POINT OF BEGINNING; thence continuing S89°02'13"E, along the Quarter section line, 609.12 feet to the northwesterly corner of a tract, described by deed in Book 411, Page 319, Cole County Recorder's Office; thence S41°17'49"E, along the westerly line of a tract described in Book 411, Page 319, 990.34 feet to the southwesterly corner thereof; thence N85°22'59"E, along the southerly line of said tract described in Book 411, Page 319, 341.58 feet to the northwesterly corner thereof and said corner of the Southeast Quarter of the U.S. Highway 54 Right-of-Way, on a curve to the right, having a radius of 3566.83 feet, an arc distance of 1371.66 feet, (the chord of said curve being 5257.516" W, 1363.75 feet) to a point on the centerline of a 60 foot wide Private Access Easement and said point being a corner on the easterly boundary of the second described tract in the deed of record in Book 262, Page 697, Cole County Recorder's Office; thence N46°39'35"W, along the easterly boundary of said second described tract in Book 262, Page 697, and along the centerline of said Private Access Easement, 60.00 feet to the southeastern corner of Lot No. 2 of Dettling Subdivision of record in Plat Book 11, Page 824, Cole County Recorder's Office; thence along the boundary of Lot No. 2 of said Dettling Subdivision, the following courses: S43°42'01"E, 205.52 feet (205.26 feet, plat); thence N18°16'51"E, 152.42 feet (152.57 feet, plat); thence N57°15'37"W, 587.23 feet to the northwesterly corner of the Southwest Quarter of the aforesaid Section 26; thence 44 North, range 12 West; thence along the boundary of Lot No. 2 of the aforesaid Dettling Subdivision, N21°02'49"E, along the Section Line, 470.20 feet to the northwesterly corner of the aforesaid second described tract in the deed of record in Book 262, Page 697, Cole County Recorder's Office; thence S08°46'14"W, along the northerly boundary of said second described tract in Book 262, Page 697, 185.50 feet; thence N12°27'27"E, leaving the northerly boundary of said second described tract, 618.43 feet; thence N89°53'12"E, 19.35 feet; thence N07°26'48"W, 230.00 feet; thence N09°33'12"E, 19.35 feet; thence N07°26'48"W, 168.10 feet to the POINT OF BEGINNING. Containing 32.95 Acres.

OWNER'S CERTIFICATE

I, the undersigned, being the owner of the above described property, do hereby certify that the foregoing description, being the correct and true description of the property, has been prepared and approved by me, and that the same shall be surveyed and subdivided into Lots and Streets, and on this plat the lot numbers and the sizes thereof are fully and truly set forth, and the undersigned do hereby dedicate to the public, for public use forever, all streets and easements, (not presently of record), or shown on this plat and said subdivision shall be known as THE LEGACY SECTION ONE.

All taxes due and payable against said property have been paid in full.

In Witness whereof, the undersigned owner of said tract have hereunto set their hands and seals this 1st day of February, 2006.

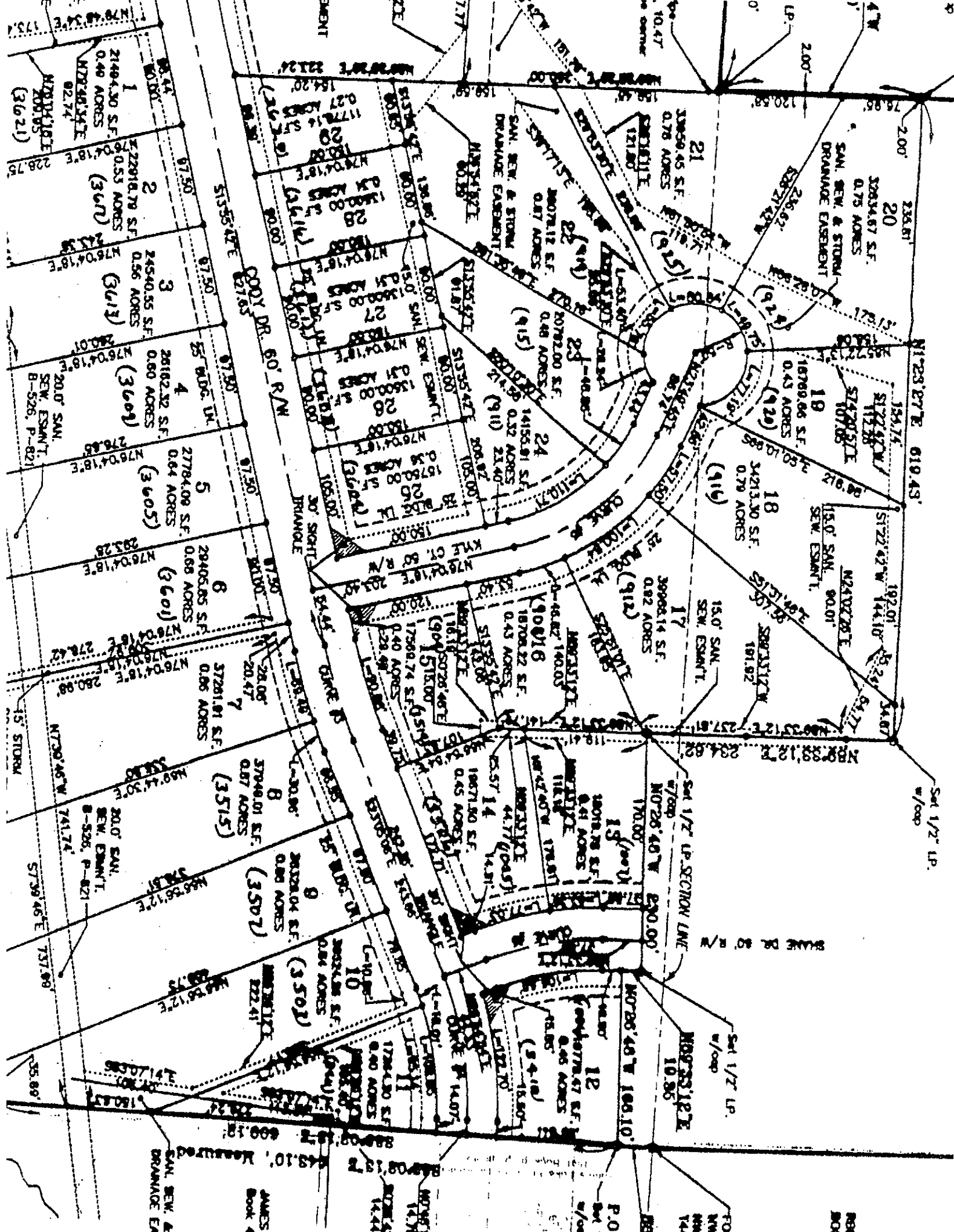
RBR INVESTMENTS, LLC, a Missouri Limited Liability Company.

ROBERT M. RACKERS, REGISTERED AGENT

SURVEYOR'S CERTIFICATE

This is to certify that at the request of ROBERT M. RACKERS, a survey was made under my personal direction, regarding the property shown on the plat and that the results of said survey are represented correctly; this survey was performed in accordance with the current requirements of the standards for an Urban Property Boundary Survey as adopted by the Missouri Board for Architect, Professional Engineer, Land Surveyor and Landscape Architect.

In Witness whereof I have hereunto set my seal and signature this 28th day of February, 2006.



1 21444.30 S.F. 0.48 ACRES (3.621)
 2 222918.79 S.F. 0.53 ACRES (3.617)
 3 24540.55 S.F. 0.56 ACRES (3.613)
 4 26182.32 S.F. 0.60 ACRES (3.609)
 5 27784.08 S.F. 0.64 ACRES (3.605)
 6 29406.85 S.F. 0.68 ACRES (3.601)
 7 37281.81 S.F. 0.86 ACRES (3.600)
 8 37849.01 S.F. 0.87 ACRES (3.575)
 9 38320.04 S.F. 0.89 ACRES (3.572)
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SAN. SEW. & DRAINAGE EA
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 Book 4

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