



Recorded in Boone County, Missouri

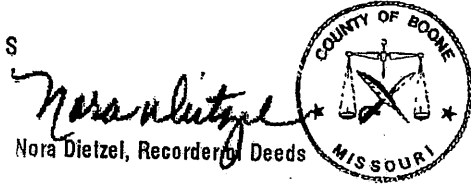
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**FIRST AMENDMENT TO COMPLETE AMENDMENT AND RESTATEMENT OF  
"DECLARATION OF COVENANTS AND RESTRICTIONS OF TUSCANY RIDGE  
SUBDIVISION"**

[This First Amendment amends that Complete Amendment and Restatement of "Declaration of Covenants and Restrictions of Tuscany Ridge Subdivision," recorded in Book 3696 at Page 17 of the Real Estate Records of Boone County, Missouri]

**Developer/  
Grantor:**

B.C. Investments of Columbia L.L.C., a Missouri limited liability company  
[mailing address: 204 Peach Way, Columbia, MO 65203]

**Grantee:**

Tuscany Ridge Home Owners Association, a Missouri not for profit corporation [address: c/o Community Association Management, Attn: Pat Bess, 3700 Monterey Drive, Columbia, MO 65203]

**Legal**

**Description:**

The following described real estate situated in Boone County, Missouri:

All of that parcel of land platted as Tuscany Ridge, Plat No. 1, by Plat recorded in Plat Book 42 at Page 52 of the Real Estate Records of Boone County, Missouri, such land ("the Parcel") being described as follows:

See Exhibit 1 hereto

which such land includes all of Lot Numbers 1 through 87, both inclusive, of Tuscany Ridge Plat 1, as shown by Plat recorded in Plat Book 42 at Page 52 of the Real Estate Records of Boone County, Missouri, and common areas, Lots C-1 and C-2, as shown by such Plat

**Date:**

January 16, 2018

**Reference:**

Book 3696 at Page 17

**FIRST AMENDMENT TO COMPLETE AMENDMENT AND RESTATEMENT OF  
"DECLARATION OF COVENANTS AND RESTRICTIONS OF TUSCANY RIDGE  
SUBDIVISION"**

[This First Amendment amends that Complete Amendment and Restatement of Declaration of Covenants and Restrictions of Tuscany Ridge Subdivision, recorded in Book 3696 at Page 17 of the Real Estate Records of Boone County, Missouri]

THIS FIRST AMENDMENT ("this Amendment") to the Complete Amendment and Restatement of the Declaration of Covenants and Restrictions of Tuscany Ridge Subdivision is made and entered into on this 16<sup>th</sup> day of January, 2018, by **B.C. Investments of Columbia L.L.C.**, a Missouri limited liability company [address: Attn: Rhonda Carlson, C & C Construction, Inc., 204 Peach Way, Columbia, MO 65203], which such B.C. Investments of Columbia L.L.C. is referred to herein as "the Developer."

**BACKGROUND RECITALS**

**["Recitals"]**

Tuscany Ridge is a subdivision of single family residential lots, which is located in Columbia, Boone County, Missouri, and which is sometimes referred to herein as "the Development". The Development currently occupies a parcel of land which has been platted as Tuscany Ridge Plat 1, by Plat of Tuscany Ridge Plat No. 1, recorded in Plat Book 42 at Page 52 of the Real Estate Records of Boone County, Missouri ("the Plat"). Such Parcel which currently constitutes Tuscany Ridge Plat No. 1 (and has been platted as Tuscany Ridge Plat No. 1), including all lots and streets shown by such Plat and identified by such Plat, is referred to herein as "the Parcel". The Parcel is legally described as the following described real estate located in Boone County, Missouri:

See Exhibit 1 hereto

The Parcel has been subdivided by the Plat into eighty-seven (87) Lots, Lots numbers 1 through 87, both inclusive ("the Lots") and individually a "Lot", and Lots C-1 and C-2 (which are Common Areas) and streets, all as shown by the Plat.

The Development was originally developed by Steve Herigon Construction, Inc., a Missouri corporation ("Herigon"). North Boone County Properties, LLC acquired ownership of all Lots of the Parcel then owned by Herigon by deed from Herigon to the Developer recorded in Book 3596 at Page 169 of the Real Estate Records of Boone County, Missouri.

Herigon, as the initial Developer of the Development, caused the Parcel and all of its Lots to be subjected to certain easements, restrictions, reservations and covenants by way of a "Declaration of Covenants and Restrictions of Tuscany Ridge Subdivision", dated July 28, 2009, executed by Herigon, as the Grantor and Developer, and recorded in Book 3529 at Page 148 of the Real Estate Records of Boone County, Missouri.

Such Declaration may be referred to herein as "the Original Declaration".

North Boone County Properties, LLC, a Missouri limited liability company ("North Boone County Properties") acquired from Herigon all of Herigon's Developer's rights as the Developer under the Original Declaration, including all of Herigon's rights to amend the Original Declaration.

Pursuant to the rights acquired by North Boone County Properties, it, on September 13, 2010, prepared, executed and caused to be recorded in the Real Estate Records of Boone County, Missouri a "Complete Amendment and Restatement of 'Declaration of Covenants and Restrictions of Tuscany Ridge Subdivision'", which is recorded in Book 3696 at Page 17 of the Real Estate Records of Boone County, Missouri. Such Complete Amendment and Restatement completely amended and restated all of the provisions of the Original Declaration and, without revoking the Original Declaration, replaced all of its provisions. Such Complete Amendment and Restatement is currently in effect and may be referred to herein as "the Existing Declaration."

The Developer herein, B.C. Investments of Columbia L.L.C. (herein referred to as "the Developer"), acquired from North Boone County Properties all of the Lots and real estate owned by North Boone County Properties, together with all of its Developer's Rights under the Existing Declaration and, therefore, became "the Developer" under the Existing Declaration, all such Developer's Rights being assigned by North Boone County Properties to the Developer herein, B.C. Investments of Columbia L.L.C. It is, therefore, "the Developer" under the Existing Declaration.

The Developer herein, B.C. Investments of Columbia L.L.C., currently owns 32 of the 48 Lots contained within the "Parcel," the "Parcel" being that Parcel hereinabove described in these Recitals. The Existing Declaration provides, in Article XV thereof, that the Developer has certain "Unilateral Rights" as the Developer to, without the consent of any person or party, amend the Existing Declaration, to correct errors or to eliminate undue hardships or to correct obvious errors or mistakes or latent or patent errors or mistakes, or to correct scrivener's errors. The Developer has determined that there are certain errors in the Existing Declaration which should be corrected. In addition, under Section 4 of Article XII of the Existing Declaration, entitled "Amendment," and which appears beginning on page 76 of the Existing Declaration, the Existing Declaration may, at any time during the first twenty (20) year period of such Existing Declaration, be amended in whole or in part by an instrument signed by the Developer [so long as it holds Class B voting rights and/or Architectural Control rights] and the owners of not less than fifty percent (50%) of the Lots, including any Lots owned by the Developer.

The Developer holds all Class B voting rights and all Architectural Control Rights under the Existing Declaration and also holds ownership of more than fifty percent (50%) of the Lots within the Parcel.

The Developer, therefore, holds all of the rights, powers and authorities to amend the Existing Declaration and, by this document, intends to amend the Existing Declaration, and specifically the provisions of Section 2 of Article VII of the Existing Declaration, so as to alter the

required minimum side yard setback from ten feet (10') [as it now appears in such Section 2] to six feet (6').

Therefore, this Amendment is executed by the Developer.

**AMENDMENTS**

NOW, THEREFORE, in view of the foregoing Recitals, the Developer hereby states, declares, covenants and agrees that the Existing Declaration shall be and it is hereby amended as follows:


1. Existing Declaration to Remain in Effect. The Existing Declaration, as hereby amended, shall continue in full force and effect. All provisions of the Existing Declaration not amended by this Amendment shall continue in full force and effect as written.

2. Amendment to Section 2 of Article VII ("Setbacks/Side Yards"). The Existing Declaration shall be and it is hereby amended by striking therefrom Section 2 of Article VII thereof, as it appears on page 40 of the Existing Declaration, in its entirety, and by inserting in lieu thereof a new Section 2 to read as follows:

**"Section 2. Setbacks/Side Yards.** No portion of a Building located on any Lot shall be located within any setback lines or Building setback lines, provided for by the Plat. No Building, garage, carport, shed or any other ancillary building shall be placed on any Lot so that any part of same is located less than six feet (6') from the side lot line which separates the Lot from another Lot or from a street."

IN WITNESS WHEREOF, the Developer, B.C. Investments of Columbia L.L.C., has executed this Amendment and has caused same to be recorded in the Real Estate Records of Boone County, Missouri.

**DEVELOPER:  
B.C. Investments of Columbia L.L.C.**

By:   
Kersten K. Carlson

and

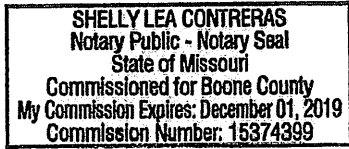
By:   
Rhonda D. Carlson,

its sole members

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF BOONE     )

On this 16<sup>th</sup> day of January, 2018, before me, the undersigned, a notary public in and for the State of Missouri and County of Boone, at my office in Columbia, Missouri, personally appeared Kersten K. Carlson and Rhonda D. Carlson, to me personally known, who being by me first duly sworn did state and acknowledge that B.C. Investments of Columbia L.L.C. is a limited liability company of the State of Missouri; that they are the only members in such limited liability company; that as such they had executed the foregoing document in the name of and on behalf of the said limited liability company; and that the foregoing documents constitutes the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in Columbia, Missouri on the day and year hereinabove first written.



[Signature]  
Shelly Lea Contreras, Notary Public  
Boone County, Missouri  
My commission expires: 12-1-19

**EXHIBIT 1**

The following described real estate situated in Boone County, Missouri, to wit:

A tract of land located in the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 all of Township 49 North, Range 12 West, Columbia, Boone County, Missouri and being part of Tract 1 of the survey recorded in Book 2762, Page 18 and described by the warranty deeds recorded in Book 2764, Pages 131 and 133 and the Quiet Title Judgment recorded in Book 3290, Page 177 and being more particularly described as follows:

Beginning at the northwest corner of said Section 28 as shown in said survey recorded in Book 2762, Page 18, thence with the north line of said Section 28, N88°26'45"E, 99.42 feet to the westerly right-of-way line of Old State Route 'B'; thence leaving said north line and with said right-of-way line 548.43 feet along a 7669.50-foot radius non-tangent curve to the left, said curve having a chord, S20°09'55"W, 548.31 feet; thence S18°15'00"W, 230.39 feet to the south line of Tract 1 of said survey; thence leaving said right-of-way line and with the south line of said Tract 1, S87°57'25"W, 472.00 feet; thence leaving said south line, N2°02'35"W, 10.00 feet; thence S87°57'25"W, 327.56 feet; thence 75.33 feet along a 100.00-foot radius curve to the left, said curve having a chord, S66°22'30"W, 73.57 feet; thence N45°12'25"W, 170.78 feet; thence N49°34'10"W, 170.00 feet; thence N40°25'50"E, 88.62 feet; thence 27.87 feet along a 20.00-foot radius curve to the left, said curve having a chord, N0°30'25"E, 25.67 feet; thence 29.67 feet along a 125.00-foot radius curve to the right, said curve having a chord, N32°37'00"W, 29.60 feet; thence N25°48'55"W, 144.77 feet; thence 50.64 feet along a 30.00-foot radius curve to the left, said curve having a chord, N74°10'35"W, 44.84 feet; thence 90.73 feet along a 500.00-foot radius curve to the left, said curve having a chord, S52°15'55"W, 90.61 feet; thence N42°56'00"W, 180.00 feet; thence N50°08'30"E, 254.22 feet to the north line of said Section 29; thence with said north line, N87°56'15"E, 1343.63 feet to the point of beginning and containing 20.92 acres.