

Cover Page

Indenture of Trust Restrictions

Date: July 1, 2019

Grantor: Hoot Owl Acres (Developer) J W Larkin Properties L.L.C

Grantee: Hoot Owl Acres

Legal Description: As set forth on Exhibit "A" of the attached Indenture of Trust and Restrictions

This cover page is attached solely for the purpose of complying with the requirements stated in 59.310.2; 59.313.2 RSMO 2001 of the Missouri Recording Act. The information provided on this cover page shall not be constructed as either modifying or supplementing the substantive provisions of the attached Indenture of Trust and Restrictions and the provisions of this cover page, attached indenture of Trust and Restrictions shall prevail and control.

Hoot Owl Acres

Indentures of Trust and Restrictions

Table of Contents

Section	Page
1. Definitions.....	4
2. Property Rights.....	5
3. Creation of Association.....	5
4. Terms of Trust.....	5
5. Board of Trustees, Selection, Membership, Meeting, Voting, Terms of Office.....	6
6. Exterior Maintenance.....	8
7. Restrictions.....	8
8. Easements.....	12
9. Architectural Control.....	13
10. Development Rights.....	14
11. Power and Duties of the Association.....	15
12. General Provisions.....	16

Hoot Owl Acres Indentures of Trust and Restrictions

J. W. Larkin Properties ("Developer") and Hoot Owl Acres Homeowners' Association, a Missouri nonprofit corporation ("the Association"), make and enter into the Indenture of Trust and Restrictions ("Indenture") effective as of July 1, 2019.

WHEREAS, Developer is the owner of certain real property located in the City of Blue Springs, County of Jackson, State of Missouri, which is more particularly described as:

See Exhibit "A" attached hereto and incorporated herein.

WHEREAS, Developer desires to created on the above-described property which shall be planned residential community known as "Hoot Owl Acres."

WHEREAS, this Indenture is not a condominium declaration, the Community does not constitute a "Condominium" as defined in Ch. 448 RSMo., as amended, and the Properties (as hereinafter defined) now or hereafter subject to this Indenture shall not be subject to or governed by Ch. RSMo., as amended.

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and amenities in the Community, to form nonprofit corporation, and which shall have the powers of maintaining, operating, and administering and enforcing the covenants and restrictions hereinafter set forth.

WHEREAS, Developer has cause to be incorporated under the laws of Missouri as a nonprofit corporation, Hoot Owl Acres Homeowners' Association for the purpose of exercising the functions aforesaid; and

WHEREAS, all reservation, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Developer and all persons who may purchase, hold or own from time to time any property covered by this Indenture.

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, and shall inure to the benefit of each Owner thereof.

1) Definitions

The following words when used in this Indenture (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings (and shall not have the meaning ascribed to these terms in Ch. 448 RSMO., as amended):

a. "Association" shall mean and refer to Hoot Owl Acres Homeowners' Association, a Missouri nonprofit corporation, and its successors and assigns.

b. "Board" shall mean the Board of Trustees of the Association. The Trustees on the Board may be individually or collectively referred to herein as "Director", "Directors", "Board of Trustees", comprising of appointed or elected association members ("Trustees") whose assessments are current.

c. "Properties" shall mean and refer to J. W. Larkin Properties and its successors and assigns if such additions thereto as may hereafter be brought within jurisdiction of the Association.

d. "Developer" shall mean and refer to J. W. Larkin Properties and its successors and assigns if such successors or assigns acquire or succeed to ownership of all undeveloped Lots remaining in the Community then owned by Developer for the purpose of development or if Developer expressly assigns its "Developer Rights" hereunder to such assigns in writing.

e. "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of properties to be improved with Single Family Dwellings.

f. "Single Family Dwellings" shall mean and refer to the building consisting of one dwelling unit to be constructed on each lot.

g. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of fee simple title to any Lot including but not limited to the Developer where applicable, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired pursuant to foreclosure or any proceedings in lieu of foreclosure.

h. "Development" shall mean and refer to all property located within Hoot Owl Ridge described in Exhibit "A" attached hereto.

i. "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust respectively.

2) Property Rights

- a. Each Owner shall have a fee simple interest in such Owner's Lot.

3) Creation of Association

- a. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

- b. The Association shall have two classes of voting membership:

- 1) Class A: Class A members shall be Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

- 2) Class B: The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- i. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

- ii. Ten (10) years after the date of the first occupancy of residential unit by an Owner.

4) Terms of Trust

- a. Election of Trustees. The initial board of trustees (3) may be appointed by the Developer. One-third of the trustees shall be chosen by purchasers of developed Lots after eighty-five (85) percent of the Lots have been sold; two-thirds of the trustees shall be chosen by purchasers of developed Lots after ninety-five (95) percent of the Lots have been sold; all of the trustees shall be chosen by purchasers of developed Lots after all of the Lots have been sold. The trust indenture shall provide for the method and time of the election of trustees.

- b. **Qualifications of Trustees.** Any Trustee elected under the provisions of this Indenture shall be an Owner in the Subdivision, or an officer or agent of a corporate Owner, and if Trustee shall his or her Lot or Resigns, refuses to act, becomes disabled or dies, the remaining provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Trustees, the Board of Alderman for the City of Blue Springs, upon petition of any fill the vacancies until such time as Trustees are elected or selected in the manner provided in this Indenture.

5. Board of Trustees; Selection; Membership; Meeting; Voting; and Term of Office

- a. The original Board of Trustees shall consist of one (1) Trustee, Justin Larkin; who shall be a member of the Association whose assessment is concurrent ("Director"), and who consent to serve in that capacity. Whenever the original Board of Trustee member refuses to act, becomes disabled or dies, the Developer shall appoint a successor or successors. The Board of Trustees shall, among themselves, elect a President, Treasurer and Secretary.
- b. At such time as title to eighty five percent (85%) of the Lots has been transferred, Developer shall cause the resignation of one (1) of the original Board of Trustees, and a new board of Trustees member shall be chosen by the Class A membership, who shall serve until such time as title to ninety-five percent (95%) of the Lots has been transferred, Developer shall cause the resignation of the second original Board of Trustees and a new Board of Trustees member shall be chosen by the Class A membership who shall serve until such time as a title to one hundred percent (100%) of the Lots has transferred, where upon all Board of Trustees shall resign. The Class A one for a one (1) year term, one for a two (2) year term and one for a three (3) year term. Thereafter, each Board of Trustees member shall be elected for terms of three (3) years each, each one to be elected upon expirations of the then current term of Board of Trustees member being replaced.
- c. Meetings of the Association shall be held at the registered office of the Association, or such suitable place within Jackson County, Missouri, Convenient to the members as may be designated from time to time by the Board of Trustees.

- d. The members shall meet at least once a year. The annual meeting of the members shall be held on the second Wednesday in July in each year, commencing in 2024 and if such day shall be a legal holiday, then on the next day following, at such time and place as is specified by the Board of Trustees in the Notice of such meeting; furthermore, the Board of Trustees may, from time to time, at any regular or special meeting of the Board of Trustees, designate a different day for the Annual meeting the members shall elect a Board of Trustees to serve until the next Annual meeting and may transact any other business authorized to be transacted by the members.
- e. Special Meetings of the members may be called at any time by a member of the Board of Trustees. Special meetings must be called by any member of the Board of Trustees upon receipt of a written request for a special meeting signed by at least ten (10) members of the Association. No business shall be transacted at a special meeting except as stated in there notice thereof. All notices shall be in writing, shall be sent by United States mail to the addresses of the respective Lots or to such other addresses as any member may have designated to the President or Secretary, and shall be mailed not less than twenty-one (21) days in advance of the annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting; provided, however, that any such notice may be delivered personally to any member if not prohibited by the Statues of the State of Missouri.
- f. Any mortgages of a Lot may attend and participate in any general or special meeting, bur shall have no vote unless granted proxy.
- g. A quorum at meetings of the members shall consist of members present, in person or by proxy, representing at least thirty percent (30%) of the total votes in the Association.
- h. The voting power of the members shall be based upon the Lots owned and the vote of allocated to such Lots by this Declaration. When more than one person is the owner of a Lot, the votes for the Lot shall be cast as the Owners shall determine, but in no event shall more than the vote allocated by this Declaration to the Lot be voted. The votes allocated to a Lot shall not be split but shall be voted as a single whole.

- i. A vote may be cast in person or by proxy. A proxy must be in writing, be signed by all Owners of the Lot, the vote of which is subject to the proxy, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all Owners of such Lot.
- j. Any action required by law to be taken at a meeting of the members, may be taken without a meeting if authorization in writing, setting forth the action taken is signed by two-thirds (2/3) of the members or as may otherwise be required by Missouri Statutes.
- k. If a meeting cannot be organized because a quorum is not present in person or by proxy, the meeting shall be reconvened from time to time until a quorum is present.
- l. When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person, unless express provisions of applicable law, or this Declaration, require a greater vote.
- m. At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all members present in person at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

6) Exterior Maintenance

- a. In the event an Owner of any Lot shall fail to maintain, repair or restore the premises and the improvements situated thereon, in a manner reasonably satisfactory to the Board of Trustees, the Board of Trustees shall, upon Owner's failure to cure within thirty (30) days written notice of the problem to such Owner, have the right and easement, through its agents and employees, to enter upon said Lot and to repair, maintain, replace, restore, and landscape said Lot and the exterior of the buildings and any other improvements erected thereon, The cost of such exterior maintenance shall become an expense to which such Lot is subject. No owner shall perform maintenance, repairs or replacements or make any improvements to any Lot or to do any landscaping on any Lot which would alter the uniform appearance of the Property without first obtaining the consent of the Board of Trustees.

7) Restrictions (The use of Lots is restricted as follows)

- a. No part of any Lot shall be used for a purpose other than one single-family dwelling and uses accessory thereto. The term "single-family dwelling" shall mean a building occupied as a residence.

- b. No Clothes, Laundry, bicycles or other articles shall be hung, exposed or stored in any portion of the exterior or yard area of any Lot or on or about the exteriors of any buildings.
- c. No single-family residence shall be erected on any Lot nearer the front Lot line, or side Lot line if the Lot is a corner Lot, than the building line shown on the recorded plat, unless a variance from the building line is granted by the City of Blue Springs, Missouri or its successor. For the Purpose of this covenant, and subject to the requirements of any applicable law or ordinance, garages, eaves, steps and open porches shall not be considered as part of the building, except that no portion of any building, including its garages, eaves, steps or porches shall encroach upon an adjoining Lot. All construction plans must be approved by both the Board of Trustees and the City of Blue Springs.
- d. No fence, radio or television antenna shall be affixed to or placed upon any building or on any Lot without prior written consent from the Board of Trustees, it being understood that such permission shall not normally be granted unless specified Lot location or item requested will result in no possible adverse effect to other Owners. The Association may, in its sole discretion, allow satellite dishes which are not in excess of 24 inches by 24 inches in size to be placed on certain areas within a Lot. The permission to install a dish shall be given in writing by the Association's Board of Trustees, which shall have thirty (30) days to reject any written request, and if not rejected in that time, said request shall be deemed to have been approved. All requests shall be in writing, shall state the size and the proposed location on the affected lot with the one affected Owner to be solely responsible for such maintenance in the affected area.
- e. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Properties, except that no more than two dogs, cats or other household pets, (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times leashed and no :runs: or other outside structures are erected or installed therefore. The keeping of any pet which by reason of its noisiness or offer factor is a nuisance (as determined by the Association in its sole judgement) or annoyance to the neighborhood is prohibited.
- f. No noxious or offensive activity shall be carried on in any dwelling, on any Lot nor shall anything be done which will become an annoyance or a nuisance to other owners, or occupants. No one is allowed to dump hazardous materials (as the term is defined by the Federal Governmental Protection Agency) into sanitary sewers, or storm sewers or drainage ways of this Subdivision.

- g. No billboards, signs, above-ground swimming pools, objects of unsightly appearance, or nuisance shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Development. No commercial activities of any kind shall be conducted in any building or any portion of the Development except activities intended primarily to serve residents thereof. The foregoing restrictions shall not apply to:
- i) The commercial activities, signs, and billboards, if any of the Developer during the construction and sales period;
 - ii) The Association acting in furtherance of its powers and purposes set forth in this Declaration as the same may be amended from time to time; and
 - iii) To any Owner advertising his or her Lot for sale provided the Association may regulate the size of any such for-sale sign.
- h. All equipment and garbage cans shall be kept or stored in garages so as to conceal them from view of neighboring dwellings. Woodpiles shall be concealed from view of neighboring dwellings. No bicycles, toys or similar objects shall be stored or regularly be permitted to be left outside so as to be visible from the front street.
- i. No motorcycle, boat, trailer, camper, recreational vehicle, off road vehicle, or other motor vehicle, except an automobile or pick-up truck which is used as a passenger vehicle, shall be stored or parked overnight in any parking area, street, driveway or in any other place or location within the Development, except an enclosed garage, without the written approval of the Board of Trustees. Requests for permission for such exterior storage shall include details as to the method by which such equipment will be screened from view of other Owners. The Board of Trustees shall have the right to have any such vehicle which is improperly parked or stored, towed away at the expense of such violator, and with no liability to the Board of Trustees. The foregoing restriction shall not apply to the Developer, its agents or contractors during the construction period. In the event the Board of Trustees fails to approve or disapprove said request within thirty (30) days of submission, approval will not be required, and this restriction shall be deemed to have been fully complied with.

- j. No Lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection.
- k. Easements, installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.
- l. No tent, shack, bam, or other outbuildings is permitted in the subdivision, nor shall any residence of a temporary character be permitted. An outbuilding may be permitted with permission and approval by the Board of Trustees.
- m. No residence shall be used directly or indirectly for business of any character or for any purpose other than that of an exclusive private residence for one family, without the consent of the Board of Trustees, which consent shall not be unreasonably withheld. Any Owner may however, engage in the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinance, otherwise, no commercial activates of any kind shall be conducted on any Lot.
- n. Each Ranch shall have a minimum of 1300 square feet of living area, excluding the basement and garage. Each 1½ and 2 stories, no less than 2000 above grade. No residence shall be over 2 stories in height.
- o. No fence, wall, tree, hedge, shrub or other improvement or planting shall be installed or maintained in such manner as to obstruct sight lines for vehicular traffic.
- p. No burning of household trash. Only one trash collection agency, agreed upon by the majority of lot owners, will be permitted to pick up in the entire subdivision, unless provided by a governmental body.
- q. All front yards must be sodded prior to occupancy.

8) Easements. The rights and duties of the Owner of Lots within the subdivision with respect to sewer, water, electricity, gas, cable television and telephone and connections thereto shall be governed by the following:

- a. Wherever connections of sanitary and storm sewer, water, electrical, gas, cable television or telephone lines are installed within the Development and the connections, or any portion thereof, lie in or upon Lots, buildings or structures thereon owned by others than the Owner served by said connections, the Association, the utility companies and the Owners of any Lots served by said connections, the Association, the utility companies and the Owners of any Lots served by said connections shall have the right to, and are hereby granted easements to the full extent necessary to construct, reconstruct, repair, replace and maintain said connections, and to enter upon Lots or to have the utility companies or repairmen enter upon Lots within the Development in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain sad connections as and when the same may be necessary.
- b. In conjunction with any repair, replacement or maintenance of any connection the premises thereby affected shall be restored to their condition prior to such repair, replacement and maintenance and the cost thereof borne as provided for the cost of repairs.
- c. The Associations, its Board of Trustees, officers, agents and employees, all policemen, firemen, ambulance personnel, and all similar persons are hereby granted an easement to enter upon the Property including any portion thereof and including any portion thereof and including the Lots in the exercise of the functions provided by this Declaration, in the event of emergencies, to provide for exterior maintenance, and in the performance of proper governmental functions. Except in the case of any emergency, when access shall be immediate, the right of entry created by this Section shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of, any Owner or tenant directly affected by such entry.
- d. The Association shall have the right to enter upon a reasonable portion of such other Lot, at reasonable times for the purpose of performing repairs and maintenance to his or her Lot; provided that following such entering the Association so entering promptly restores such other Lot, to its condition immediately prior to such entry.

- e. Developer its agent and employees shall have a right of ingress and egress over the Lots, and the right to such other temporary uses of the determined by Developer in connection with the construction, maintenance and development of the Property. The Board of Trustees and their agents have the right and easement to enter upon any Lot to perform normal maintenance and landscaping work, including but not limited to the watering of any lawns, if any Owner shall fail to landscape or care for his or her Lot or water his or her lawn.
- f. At this time while this Declaration is in effect, the Association shall have the authority for itself and on behalf of the Owners to enter into and to enforce any terms and conditions expressed in any access easement, road maintenance agreement, easement for the use and maintenance of any entrance monument, whether the same is within the property or is located on property which is beyond the Development.
- g. At all times while this Declaration is in effect, the Board of Trustees, or its agent are hereby granted an easement to (a) enter upon any Lot or property in order to maintain, repair, and or replace the entrance monument. (b) to irrigate and landscape about and around any such monument.
- h. The Development is encumbered by easements. Developer makes no warranties or claims in regard to the health hazards of living adjacent to or near utility lines. Owners assume any and all risks appurtenant to living adjacent to or near utility lines.

9) Architectural Control

- a. No building, home, fence, swimming pool, tennis court, exterior satellite dish, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design, types of materials and colors with structures abutting the proposed improvements, and location in relation to surrounding structures and topography by the Board of Trustees of the Association. In the event said Board of Trustees fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. In the event plans and specifications are approved by the Board of Trustees, then in that event, the applicant shall obtain the consent of the City of Blue Springs or its successor prior to the commencement of work.

- b. Before any Owner shall commence to do any of the following, he shall first obtain the written consent of the Board of Trustees, in accordance with the plan submission and approval process set forth; (a) repaint, replace, or repair any external surface, except that same may be repainted, replaced or repaired to cause to be returned to its original condition and appearance; (b) erect a fence of any kind, except for a fence to be placed around a swimming pool, which fence shall not exceed six (6) feet in height; (c) install a hot tub; (d) add any addition to any home located on a Lot; (e) erect a deck or patio, The purpose of the foregoing requirements is to ensure that the appearances, aesthetics, and design of the development shall at all times remain constant and uniform; (f) No above ground pools.
- c. All roof shall be weather wood in color.
- d. The exterior of all residence shall be earth toned and approved by the Board of Trustees.

10) Development Rights

- a. Notwithstanding any provision of this Declaration to the contrary, at all times and from time to time, during the time Developer owns any Lot in the Development, Developer (and its successors, assigns and mortgages) shall have the right and privilege (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the aiding the sale of Lots in this Development, (ii) to maintain Lots as sales, model, management, business and construction offices, (iii) to maintain and locate construction trailers and construction toots and equipment within the Property and (iv) to grant utility or other easements and temporary construction easements on, over and in the Property at all times while the Developer shall be in control of the Association. The construction of improvements by Developer hereby reserves the right and privilege for itself (and its successors, assigns and mortgagees) to conduct the activities enumerated in this section until all present and future Lots of the Property have been completed and conveyed to third parties. All rights afforded Developer under this section shall inure to the benefit of any mortgage holder acquiring title to any Lot hereunder.

- b. Notwithstanding any provisions of this Declaration to the contrary, each grantee of Developer, by the acceptance of a deed of conveyance, and each subsequent purchaser, by the acceptance of a deed of conveyance and each deed of trust holder by acceptance of a deed of trust, shall be deemed to have consented to any amendments to this Declaration as may be adopted and recorded by the Developer or its successors or assigns, to qualify the Property of the Lots thereof, and to meet the requirements for Federal Housing Administration (FHA), Veteran's Administration (VA), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Association (FHLMA) or any other government financing agency. Without limiting the generality of the foregoing, each Owner and holder of a deed of trust shall by taking title to a Lot or accepting the Deed of Trust, be conclusively deemed to have appointed the Developer as such Owner's and deed of trust holder's agent and attorney-in-fact for a period of ten (10) years from the date of recording of this Declaration, and for such Owner to acknowledge the consent of such Owner to an amendment or amendments to comply with the requirements of FHA, VA, FNMA, FHLMA, or other governmental agency for financing. During this ten (10) year period, no Owner or deed of trust holder shall have the authority to revoke said attorney-in-fact, and for the foregoing purposes, the Developer is hereby constituted the attorney-in-fact for each Owner and deed of trust holder to execute any instrument to carry out the terms and provisions as provided for herein.

11) Power and Duties of the Association. The Association shall have the following rights, powers, duties and obligations:

- a. To exercise such control over the easements, streets, and roads (except for those easements, streets and roads which are now or may hereafter be dedicated to public bodies or agencies) and the right to establish traffic rules and regulations for the usage of driveways and streets in the Development.
- b. To exercise control over and to maintain and improve same to promote the health, welfare, safety, moral, recreation, entertainment, education and for the general use of the Owners of Lots in the Development, all in conformity with applicable laws; to adopt and amend by-laws and to prescribe by reasonable rules and regulations, all for the benefit and use of the Owners of the Development and according to the discretion of the Association.
- c. Notwithstanding any other condition herein, it shall make suitable provision for compliance with all subdivision and other ordinance, rules and regulations of the City of Blue Springs of which this Development is a part.

- d. In exercising the rights, powers and privileges granted to it and in discharging the duties imposed upon it by the provisions of this Declaration, from time to time to enter into contracts, employ agents, servants and labor as it may deem necessary, to employ legal counsel to institute and prosecute such suits as it may deem necessary or advisable and to defend suits brought against it.
- e. Any action authorized by the Association hereunder shall be undertaken by Association officers and agents as authorized and directly by the Board of Trustees of the Association, except those matters specifically calling for vote of the membership.

12) General Provisions

- a. The captions of the various Articles are for purposes of reference only and are not deemed to have any substantive effect.
- b. Any agreements for professional management of the Properties or any other contract providing for the services of the Developer shall not exceed three (3) years, Further, any such agreement must provide for termination by either party, without cause and without payment of a termination fee, upon ninety (90) days or less written notice.
- c. Notice required to be given to the Board of Trustees may be delivered to any member of the Board of Trustees either personally or by Certified Mail Return Receipt Requested addressed to such Director at his Lot or address. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such .deceased Owner is being administered.
- d. Each grantee of Developer by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall inure to the benefit of such Owner in like manner as though the provision of this Declaration were recited and stipulated at length in each and every deed of conveyance.

- e. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- f. The invalidity of any covenants, restrictions, conditions, limitations or any other provision of this Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the rest of this Declaration.
- g. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a uniform plan for the development and operation of the Development. The use of personal pronouns shall be constructed to apply to masculine, feminine or neutral gender as the context may require. Should any provision of this instrument be deemed to violate the Rule Against Perpetuities and be not subject to the laws of this State and all its political subdivisions, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri Law, or for the life of lives in being plus twenty-one (21) years thereafter. If any provision in this instrument is deemed to be invalid, then elimination of such provision shall not affect the remaining provisions.
- h. Whenever Board of Trustees are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the Development, or to acquire any lien thereon or to acquire or receive the proceeds of any policy of insurance or other monies, goods or chattels, with respect to the Properties, such actions shall be carried out in the names of the members of the Board of Trustees and their successors in office from time to time, as trustees, on behalf of some or all of the Owners, as the case may be.
- i. This Declaration, and the restrictions, limitations, conditions and covenants herein contained, shall be and remain in force and effect for the duration of the Development.

- j. Except as otherwise expressly provided for in this Declaration, no modifications or amendment of the Declaration herein shall be valid unless such modification or written amendment has the written assent of sixty-seven percent (67%) of the Class A membership, and the written assent of the named Developer (and any successor) if such amendment is made prior to all Lots having been constructed and occupied by residential owners, and until such modification or amendment has been duly recorded in the office of the Recorder of Deeds of Jackson County, Missouri. No such amendment, modification or change shall relieve or modify the obligations or rights granted to or imposed upon the Association or to eliminate the requirement that there should be Board of Trustees, unless some person or entities are substituted for the Board of Trustees, with the same responsibility or duties.
- k. The Association and its Board of Trustees, its heirs and agents shall comply with all lawful ordinances, rules and regulations of The City of Blue Springs, Missouri of which this Development is a part.
- l. The Developer reserves the right to receive and retain any monetary consideration which may be refunded or allowed on account of any sum previously expended or subsequently provided by them for sewers, gas pipes, conduits, poles, wires, street light, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of any subdivision and the tract described in Exhibit "A" attached hereto and made a part hereof.
- m. The rights of the Owners shall only be exercisable appurtenant to and in conjunction with their ownership of a Lot. The sale of any Lot shall carry with it all the incidents of ownership and rights to enjoy the license although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Association shall be abrogated.
- n. Where the provisions of the Declaration cannot be fulfilled by reason of unfilled vacancies among the Board of Trustees, the Board of Alderman of the City of Blue Springs may upon the petition of any concerned resident or Owner of the Development, appoint one or more Board of Trustees to fill vacancies until such time as Board of Trustees are selected in accordance with Declaration.