

RECORDER'S CERTIFICATION
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2014E0105844

Robert T. Keiser, Director, Recorder of Deeds

RESTATEMENT OF
HOMES ASSOCIATION DECLARATION
HICKORY WOODS
(Lots 1 - 3 and Lots 6 - 63)
22 Day of December, 2014

This instrument constitutes a change and modification by complete Restatement of the covenants, charges and assessments applicable to Lots 1 thru 3 and 6 thru 63, HICKORY WOODS, a subdivision in the City of Blue Springs, Jackson County, Missouri, imposed by the following, to-wit:

1. Homes Association Declaration - Lots 6 through 22 and Lots 55 through 62 inclusive, HICKORY WOODS, a subdivision in the City of Blue Springs, Jackson County, Missouri, dated March 31, 1977, and recorded March 31, 1977 in Book 1 741 beginning at page 1130 in the Office of the Director of Records for Jackson County, Missouri at Independence (herein "First Phase Declaration");

2. Homes Association Declaration - Lots 23 through 54 and 63, inclusive, HICKORY WOODS, a subdivision in the City of Blue Springs, Jackson County, Missouri, dated June 21, 1977, and recorded June 22, 1977 in Book 1 763 beginning at page 618 in the Office of the Director of Records for Jackson County, Missouri at Independence (herein "Second Phase Declaration"); and

3. Homes Association Declaration - Lots 1 through 3, inclusive, HICKORY WOODS, a subdivision in the City of Blue Springs, Jackson County, Missouri, dated October 19, 1977, and recorded October 20, 1977 in Book 1 796 beginning at page 174 in the Office of the Director of Records for Jackson County, Missouri at Independence (herein "Third Phase Declaration");

RECITALS

1. Hickory Woods Development Corp., (herein the "Developer") being then the owner of certain undeveloped real property located in the City of Blue Springs, Jackson County, Missouri, platted such real property into separate lots to comprise a subdivision of such land to be known as "Hickory Woods" by virtue of the following plats, which were duly recorded in the Office of the Director of Records for Jackson County, Missouri at Independence on the dates hereinafter indicated:

- A. Hickory Woods Lots 6 thru 22 and 55 thru 62, dated March 30, 1977 and recorded March 31, 1977 in Plat Book 35 at Page 52 (herein "The First Plat");
- B. Hickory Woods Lots 23 thru 54 and 63, dated June 20, 1977 and recorded June 22, 1977 in Plat Book 35 at Page 83 (herein "The Second Plat"); and
- C. Hickory Woods Lots 1 thru 3, dated October 18, 1977 and recorded October 20, 1977 in Plat Book 36 at Page 7 (herein "The Third Plat").

2. The Developer as part of its objective of developing Hickory Woods, and the lots within the subdivision, so that the subdivision would be used for high class residential purposes, and to provide for the creation and maintenance of the subdivision neighborhood as one possessing features of more than ordinary value, subjected the lots within the plats described above to certain covenants, charges and assessments by virtue of the following:

- A. As to the lots within The First Plat - the First Phase Declaration;
- B. As to the lots within The Second Plat - the Second Phase Declaration;
- C. As to the lots within The Third Plat - the Third Phase Declaration.

3. The provisions within the First Phase Declaration, the Second Phase Declaration and the Third Phase Declaration are identical.

4. In the foregoing regard, the First Phase Declaration, the Second Phase Declaration and the Third Phase Declaration, each contain the following provision:

“ DISTRICT MAY BE EXTENDED –

The district as it is now constituted, or as it may hereafter be constituted, may from time to time be extended to include any and all lands which may hereafter be added to said plats of Hickory Woods, provided that all the land or lands to be added to the district shall, at the time, be subjected to a Homes Association Declaration containing the same terms and provisions as are contained in this Declaration, including any future modifications thereof. The extension of said district shall be accomplished by and taken effect upon the filing of such a Homes Association Declaration in the Office of the Recorder of Deeds in and for the county in which said land or lands are located.”

5. The term "district" is defined in each of the referenced Homes Association Declarations, as including the lots subjected to the covenants, charges and assessments provided therein. As a result of the foregoing definition and the provision quoted in 4 above, the district was extended and now consists of Lots 1 - 3 and Lots 6 - 63, Hickory Woods.

6. Further, in the foregoing regard, the First Phase Declaration, the Second Phase Declaration and the Third Phase Declaration, each contain the following provision:

“ NEW POWERS TO BE GIVEN –

By written consent of two-thirds of the members, evidenced by an agreement duly executed and acknowledged and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, the Association may be given such additional powers as may be desired by said members, or to otherwise amend this instrument, provided however, that no right to change the proportion of the assessment rate may be given:

7. Previous modifications or changes were made to the referenced Homes Association Declaration effective January 1, 2010.

8. The purpose and intent of this instrument is to supersede and replace the covenants, charges and assessments contained within the First Phase Declaration, the Second Phase Declaration and the Third Phase Declaration, with the covenants, charges and assessments contained herein, beginning January 1, 2015.

NOW THEREFORE, the premises considered, the undersigned, constituting at least two-thirds of the current owners of the lots within The First Plat, The Second Plat and The Third Plat, (which lot owners constitute the members of the Association) hereby consent to the amendment by complete Restatement of the First Phase Declaration, the Second Phase Declaration and the Third Phase Declaration, effective January 1, 2015, by the following:

DEFINITIONS OF THE TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all the land included in the plat of Lots 1 through 3, and 6 through 63, Hickory Woods. The term "improved property" as used herein shall be deemed to mean a single tract under a single ownership and on which a residence has been erected or is in process of erection or on which any other building not in violation of the Restrictions then of record thereon is erected or is in process of erection thereon. Any such tract may consist of one or more continuous lots or parts thereof. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.

The term "public places" as herein used shall be deemed to mean all common areas and all similar places, the use of which is dedicated to or set aside for the general use of all the owners within the district.

ADDITIONAL DEFINITIONS

"Assessment" shall mean all annual assessments, special assessments, late fee, and interest charges.

"Association" shall mean and refer to Hickory Woods Homeowners Association, Inc., or H/VHA, Inc.

"Common Area" shall mean and refer to any part of the property set aside pursuant to any recorded deed of the property by the Developer of the Association for the common use and enjoyment of the members of the Association.

"Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the property.

"Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment of optimum plant growth.

"Member" shall mean and refer to every person or entity that holds membership in the Association.

"Mortgage" shall mean a conventional mortgage or deed of trust.

"Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or other land which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF COMPANY OR ASSOCIATION

All public improvements upon and to the land in the district, in public places shall be under the management and control of the Homes Association by whatever name it may be designated, as hereinafter provided, as trustee; and Association to be composed of the owners of the real estate in said district, which Association may or may not be incorporated or not, it is to be understood that the members of the Association shall be limited to the owners of the land within the boundaries of the district. It is provided, however, all times subject to that, had and exercised by the City of Blue Springs, Jackson County and the State of Missouri, or any of them. And in addition thereto, it shall have such further powers and duties as are hereinafter set forth, all or any of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its members and of their right to participate in the meeting and proceedings.

POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

The Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable; provided, that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so, from enforcing any building restrictions in his own name.

First: To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore, or may hereafter be, imposed upon any of the land in said district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such right of assignment exists. The expense and costs of any such proceeding shall, however, be paid out of the general fund of the Association as provided for.

Second: To care for, spray, trim and protect and replant trees on all streets and in other public places where trees have once been planted, except where otherwise provided for; to care for, protect and replant shrubbery and maintain grass in the streets or in the common areas set aside for the general use of the owners of the district.

Third: To mow, care for and maintain parking in front of vacant lots and other property and remove weeds and grass from such parking and other public places and to cut and remove weeds and grass from other vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

Fourth: To provide such lights as the Association may deem advisable on streets, common areas, gateways, entrances or other features and in other public or semi-public places.

Fifth: To provide for the maintenance of gateways, entrances and other ornamental features now existing or which may hereafter be erected or created in said district in any public street or common area, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof.

MANAGEMENT OF HICKORY WOODS HOMEOWNERS ASSOCIATION, INC.

METHOD OF PROVIDING GENERAL FUNDS -

For the purpose of providing a general fund to enable the said Association to perform the duties, and to maintain the improvements herein provided for, all land in Hickory Woods shall be subject to an annual improvement assessment to be paid to the Association annually in advance by the respective owners thereof. The amount of such assessment shall be fixed by the Association from year to year but until further action of the said Association, shall be at the rate of, not to exceed, One Hundred Ninety and no/100 Dollars (\$190.00) per annum for each improved lot and Ninety-Five and no/100 Dollars (\$95.00) per annum for each unimproved lot as of January 1, 2015.

The rate of the assessment may be increased not to exceed Five and no/100 Dollars (\$5.00) per annum for improved lots and not to exceed Two and 50/100 Dollars (\$2.50) per annum for unimproved lots, provided that at the meeting of the members especially called for that purpose prior to the date on which the assessment is due for the year for which such increase is proposed, a two-thirds majority of the members present at such meeting vote for such increase. The notice of said meeting sent to members shall give the time and place at which it is to be held and state that an increase in the rate of assessment is to be voted upon at such meeting.

Homeowners may approve special assessments for designated purposes at their annual meeting or at a special meeting convened by the officers in the event of an unforeseen emergency.

ASSESSMENTS DUE: JANUARY FIRST OF EACH YEAR -

The first assessment for homeowners in the subdivision was for the fiscal year originally beginning June 1, 1977 and was initially fixed on that date. Assessments have been due and payable on June 1 each year; however, effective January 1, 2015 the fiscal year becomes the calendar year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment, when due and the amount on each tract of land owned by them. Failure of the Association to make the assessment prior to January 1 of each year for the next succeeding fiscal year beginning on January 1, shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy assessment for any one year affect the rights of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1 of any year, then it shall become due and payable not later than 60 days from the date of levying that assessment.

WHAT CONSTITUTES NOTICE -

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon, prepaid and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this contract: where notices are required.

LIEN ON REAL ESTATE AND DATE OF DELINQUENCY -

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. On or after the first day of each year beginning March 1, 2015, or 60 days after levying the assessment for the year during which and for which the assessment is made, the assessment shall become delinquent. A \$25.00 late fee will then be added.

WHEN DELINQUENT OVER ONE YEAR -

If an assessment is not paid by the second March 1 after being initially due or 425 days after initial due date if initially made after January 1:

An 8% interest rate compounded annually on the assessment and any subsequent assessments will be added. This interest will be computed from the initial due date.

The lien on the real estate will be filed with the Jackson County Recorder of Deeds office.

The property owner will have voting rights in the Homes Association suspended until all assessments are paid.

WHEN DELINQUENT FOUR YEARS -

If an assessment has not been paid four years after the date initially due the Association will file a suit for collection.

COLLECTION OF FEES -

The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such property at the time when the assessment fell due.

TERMINATION OF LIENS -

Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing the same.

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR -

The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year to pay for any such obligations and no such contract shall be valid or enforceable against the Association, it being the intention that the assessment for each year shall be applied as far as it is practicable toward the paying of the obligation of that year and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year.

ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS -

The Association shall notify all owners of land in the district as it may exist from time to time insofar as the address of such owners are listed with said Association of the official address of said Association, as to what place and time regular meetings of the Association shall be held, designating the place where payments shall be made and only other business in connection with said Association may be transacted and in case of any change of such address, the Association shall notify all the owners of the land in the district insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

DISTRICT MAY BE EXTENDED -

The district as it is now constituted, or as it may hereafter be constituted, may from time to time be extended to include any and all lands which may hereafter be added to said plat of Hickory Woods, provided that all the land or lands to be added to the district shall, at the time, be subjected to a Homes Association Declaration containing the same terms and provisions as are contained in this Declaration, including any future modifications thereof.

The extension of said district shall be accomplished by and take effect upon the filing of such a Homes Association Declaration in the Office of the Recorder of Deeds in and for the county in which said land or lands are located.

NEW POWERS TO BE GIVEN –

By written consent of two-thirds of the members, evidenced by an agreement duly executed and acknowledged and recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, the Association may be given such additional powers as may be desired by said members, or to otherwise amend this instrument, provided however, that no right to change the proportion of the assessment rate may be given.

TO OBSERVE ALL LAWS –

Said Association shall at all times observe all the State, City, County and other laws and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions of the Declaration, subject, however, to the limitations of its right to contract as is herein provided for.

HOW TERMINATED –

This Declaration may be terminated and all of the land now or hereinafter affected may be released from all the terms and provisions thereof by the owners of two-thirds of the area subject thereto at the time it is proposed to terminate this Declaration, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

COVENANTS RUNNING WITH THE LAND –

All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon said Hickory Woods Homeowners Association, Inc. and upon its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this instrument on the dates indicated.

Document Name:	Hickory Woods Amended and Restated Restrictions
Document Date:	_____, 2019
Grantors' Names	Members of the Hickory Woods Homes Association, Inc.
Grantees' Name:	Hickory Woods Homes Association, Inc., a Missouri not-for-profit corporation
Grantees' Address:	4001 SW Hickory Ln., Blue Springs, MO 64015
Legal Description:	See attached Exhibit "A"
Reference Document/Book/Page:	2009E0121775, 197710000741, 197710000763 and 197710000796

HICKORY WOODS AMENDED AND RESTATED RESTRICTIONS
(Lots 1 -3 and Lots 6-63)

THIS HICKORY WOODS AMENDED AND RESTATED RESTRICTIONS (hereinafter the "2019 Amended and Restated Restrictions") for the real property legally described on attached Exhibit "A" (the "Subdivision"), which includes Lots 1 - 3 and Lots 6 - 63 of the Hickory Woods subdivision, a residential real estate development in Blue Springs, Jackson County, Missouri, is made this _____ day of November 11, 2019, by the members (hereinafter the "Grantors"); Hickory Woods Homes Association, Inc., a Missouri not-for-profit corporation (hereinafter the "Association").

RECITALS

1. Hickory Woods Development Corporation (hereinafter the "Developer") being then the owner of certain undeveloped real property located in the City of Blue Springs, Jackson County, Missouri, caused to be platted such real property into separate lots to comprise the Subdivision known as "Hickory Woods" by virtue of the following plats, which were duly recorded in the Office of the Director of Records for Jackson County, Missouri at Independence on the dates hereinafter indicated:

- a. Hickory Woods Lots 6 thru 22 and 55 thru 62, dated March 30, 1977 and recorded March 31, 1977 in Plat Book 35 at Page 52 as Document No. 197710277445 (hereinafter the "First Phase"),
- b. Hickory Woods Lots 23 thru 54 and 63, dated June 20, 1977 and recorded June 22, 1977 in Plat Book 35 at Page 83 as Document No. 197710288855 (hereinafter the "Second Phase"), and
- c. Hickory Woods Lots 1 thru 3, dated October 18, 1977 and recorded October 20, 1977 in Plat Book 36 at Page 7 as Document No. 19771305958 (hereinafter the "Third Phase").

2. The Developer, as part of its objective of securing orderly and uniform improvements within the Subdivision, and protecting the lots and lot owners within the Subdivision so that the lots within the Subdivision would be used for high class residential purposes, subjected the lots within the plat described above to certain reservations, restrictions and covenants regulating the usage of the lots by virtue of the following:

- a. As to the First Phase:
Restrictions - Lots 6 through 22 and Lots 55 through 62, HICKORY WOODS, dated March 31, 1977, and recorded March 31, 1977 in Book 1741 beginning at Page 1124 as Document No. 197710277446 in the Office of the Director of Records for Jackson County, Missouri at Independence (hereinafter the "First

Phase Restrictions"),

b. As to the Second Phase:

Restrictions - Lots 23 through 54 and 63, HICKORY WOODS, dated June 21, 1977, and recorded June 22, 1977 in Book 1763 beginning at Page 612 as Document No. 19771028856 in the Office of the Director of Records for Jackson County, Missouri at Independence (hereinafter the "Second Phase Restrictions"), and

c. As to the Third Phase:

Restrictions - Lots 1 through 3, HICKORY WOODS, dated October 19, 1977 and recorded October 20, 1977 in Book 1796 beginning at Page 168 in the Office of the Director of Records for Jackson County, Missouri at Independence (hereinafter the "Third Phase Restrictions").

3. The provisions within the First Phase Restrictions, the Second Phase Restrictions and the Third Phase Restrictions are identical. The First Phase Restrictions, the Second Phase Restrictions and the Third Phase Restrictions are referred to collectively hereinafter as the "Original Restrictions".

4. The Original Restrictions have been amended and restated on two (2) separate occasions since their original adoption and recordation pursuant to the following documents:

a. Restatement of Restrictions Hickory Woods Lots 1 - 3 and Lots 6 - 63 - dated November 20, 2009 and recorded December 3, 2009 as Document No. 2009E0121775 in the Office of the Director of Records for Jackson County, Missouri at Independence (hereinafter the "2009 Restatement"), and

b. Restatement of Restrictions Hickory Woods Lots 1 - 3 and Lots 6 - 63 - dated December 22, 2014 and recorded on December 22, 2014 as Document No. 2014E0105843 in the Office of the Director of Records for Jackson County, Missouri at Independence (hereinafter the "2014 Restatement").

The Original Restrictions as amended and restated by the 2009 Restatement and the 2014 Restatement are referred to collectively hereinafter as the "Amended and Restated Restrictions".

5. The Amended and Restated Restrictions contain the following provision related to the process for amendment:

These Restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of five years unless the then owners of a majority of the lots in the said subdivision shall, before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged and recorded in the Office of the Recorder of Deeds, change or modify the same in whole or in part.

6. The undersigned Grantors, representing the owners of at least a majority of the lots in the Subdivision, have executed this 2019 Amended and Restated Restrictions with the purpose and intent of superseding and replacing the Amended and Restated Restrictions with the restrictions, reservations and covenants contained herein, beginning January 1, 2020.

NOW THEREFORE, the undersigned Grantors, constituting at least a majority of the current owners of the lots within the First Phase, the Second Phase and the Third Phase of the Subdivision, hereby modify and change the First Phase Restrictions, the Second Phase Restrictions and the Third Phase Restrictions (defined above as the "Original Restrictions"), as amended and restated by the 2009 Restatement and the 2014 Restatement (the Original Restrictions as amend and restated by the 2009 Restatement and the 2014 Restatement being defined above as the "Amended and Restated Restrictions") by a complete restatement of the same, effective January 1, 2020 to read as follows:

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Hickory Woods Homes Association, Inc., (hereinafter the "HWWHA").

2. "Common Area" shall mean and refer to any part of the property set aside pursuant to any recorded deed of the property by the Developer of the Association for the common use and enjoyment of the members of the Association.

3. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the property.

4. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment of optimum plant growth.

5. "Member" shall mean and refer to every person or entity that holds membership in the Association.

6. "Mortgage" shall mean a conventional mortgage or deed of trust.

7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or other land which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

9. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as many hereafter be brought within the jurisdiction of the Association, and these Restrictions, as hereinafter provided.

ARTICLE II - USE OF LAND

1. The above lands may be improved, used, or occupied for private residence and no flat apartment house, though intended for residential purposes, may be erected thereon. No multi-family housing shall be constructed or converted from existing single-family units. No short-term rental of units (otherwise identified as vacation rentals by owners) shall be allowed within the subdivision.

2. All improvements designed for occupancy by a single family shall not be more than two stories, except that split-level constructions shall be permitted.

3. No dwelling or residence shall be located nearer to the front lot lines or side lot line than as indicated on the plat. The Aesthetics Committee, as a representative decision-making body of the Association, reserves the right to permit the erection of a residence on any of the lots in said addition two feet nearer to any street line on which said lot fronts, by executing and recording a proper instrument of writing, changing the front building setback line.

4. No outbuilding or temporary structures (hereinafter "Outbuildings"), including but not limited to, trailer, tent, shack, carport, or shed shall be used as a residence or dwelling. No temporary storage units (hereinafter "Temporary Storage Units") shall be allowed except during construction or remodel projects of the principal residence on a Lot. Temporary Storage Units must be removed upon completion of construction or remodel of the principal residence on a Lot. Outbuildings and/or Temporary Storage Units are further defined and regulated as follows:

a. Outbuildings. An outbuilding for storage or a pool house must be custom designed construction to be permanent and compatible in architecture, appearance and building materials with the residence, limited to one per lot, limited to one story in height, minimum of 250 square feet, maximum of 600 square feet, and screening including fences and/or landscaping may be required. A pre-fabricated building moved onto the lot shall not be allowed. All plans, specifications, materials and location for the construction of an outbuilding must be submitted as set forth in Article III, Section 1 below, and approved by the Aesthetics Committee.

b. Temporary Storage Units. Temporary Storage Units, such as PODs, Smart Boxes, dumpsters, or other similar containers for the storage of personal property or bulk trash containers may be approved by the Aesthetics Committee under the following conditions:

i. Owners shall provide seven (7) calendar days written notice to the Aesthetics Committee prior to any Temporary Storage Unit being placed on a Lot, said notice shall provide: the size of the Temporary Storage Unit, the anticipated date that the Temporary Storage Unit

will be placed on the Lot, and the anticipated date that the Temporary Storage Unit will be removed from the Lot.

- ii. Temporary Storage Units shall not remain on a Lot for more than thirty (30) days without the prior written approval of the Aesthetics Committee. Additional time may be granted for extenuating circumstances. The Aesthetics Committee reserves the right to grant additional time as determined on a case-by-case basis.
- iii. Temporary Storage Units shall be placed in a resident's driveway.
- iv. Only one (1) Temporary Storage Unit and one (1) bulk trash container shall be allowed per Lot at any given time.
- v. The Owner shall be responsible for the cost and repair of any damage caused in the placement, storage and/or removal of any Temporary Storage Unit or bulk trash container, which includes the Owner's Lot or property.

5. Each Owner shall keep their property in a safe, clean, neat, and well-maintained condition, and shall comply with all applicable safety, health, police, and fire department requirements. All lawns and landscaping on the property shall also be kept in a well-maintained condition, including but not limited to, the following: removal of dead trees, dead shrubs, fallen branches, and removal of overgrown landscaping. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed on any Lot except as necessary during construction or remodel periods. All receptacles, bags and cans for trash, recycle or lawn waste shall be stored out of view from neighboring residences, roads, or streets, except at times of scheduled pickup.

6. No structure shall be moved on said premises from another location and no dwelling or residence shall be occupied until fully completed and such dwelling or residence must be fully completed within nine months after the first earth excavation is started. All yards, front, side and rear, must be either sodded, seeded, or sprigged within the above time. In the event of extenuating circumstances during repairs or remodeling, the homeowner may request an extension from the Aesthetics Committee, a representative decision-making body of the Association.

7. No school buses, tractors, commercial vehicles, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobile shall be parked or stored in the open on the lot or at the curb for a period of time exceeding three (3) consecutive days in a month. All vehicles must be parked on a paved surface. Commercial vehicles as used herein shall include the following: box trucks, buses, vehicles with cab/chassis with utility boxes in place of beds, tow trucks, limousines, vehicles that are wrapped and/or have printed business decals on more than two (2) surface panels.

8. Boats and recreational vehicles (RVs) shall not be regularly parked or stored in the open on the lot or at the curb; however, boats and RVs may be temporarily parked for servicing, loading and/or unloading at a residence in the driveway or at the curb for a period of time not to exceed seventy-two (72) hours.

9. No tower, antenna, or satellite dish with the longest dimension more than 3 feet shall be constructed or placed on any Lot other than a normal television antenna attached to dwelling and in no event shall such television antenna be higher than five feet above the highest point on the dwelling. A satellite dish with the longest dimension less than 3 feet cannot be placed nearer to the front street than the front line of that particular residence.

ARTICLE III -APPROVAL OF PLANS/SPECIFICATIONS OF PERMITTED IMPROVEMENTS

1. Design Approval. No construction, remodeling, repainting or otherwise changing the appearance of the exterior shall be started on any building unless and until approval (hereinafter "Design Approval") of the exterior design shall first be obtained in writing from the Aesthetics Committee, a representative decision-making body of the Association. All submissions to the Aesthetics Committee must be in writing and dated. As part of the Design Approval, the Aesthetics Committee is further given the right to approve the location of all buildings on the respective lot or lots and likewise, the relation of the top of the foundation to the street level. Approval of all designs by the Aesthetics Committee shall be in writing and shall be obtained by the Owner prior to starting any of the construction, remodeling, repainting or changes in the exterior of a building. The Design Approval expires in one (1) year from the date it is granted by the Aesthetics Committee. Appeals of the Design Approval process

may be taken from the Aesthetics Committee to the Association Board of Directors which shall hear the same at its next regularly scheduled meeting.

2. Final Approval. Owners shall obtain final "as built" approval (hereinafter "Final Approval") after completion of any construction, remodeling, repainting or change in the appearance of the exterior within thirty (30) days of completion. Such Final Approval shall be issued by the Aesthetics Committee in writing following inspection of the improvement by the Aesthetic Committee or their designee. Prior to the issuance of the Final Approval, the Aesthetics Committee, may require changes or alterations to obtain compliance with the design approved by the Design Approval. If changes are required, the Owner shall have six (6) months to complete the same. If not approved or disapproved in writing within thirty (30) days after submission to the Aesthetics Committee the same shall be deemed to be approved. The Association, or the Aesthetics Committee as a representative decision-making body of the Association, shall not be liable in any way for its approval or failure of approval of any plan. If a permit from the City of Blue Springs is required for any item, an approved copy shall be submitted with the initial request to the Aesthetics Committee in addition to other requirements. Appeals of the Final Approval process may be taken from the Aesthetics Committee to the Association Board of Directors which shall hear the same at its next regularly scheduled meeting.

3. Fencing. No event shall fencing extend nearer to the front street than the rear house line of that particular residence, except decorative railing along walkways. All fencing materials, locations, plans and specifications must be submitted for approval as set forth in this Article III, Sections 1 and 2, above.

4. Swimming Pools. All plans, specifications, fencing and locations for the construction of a swimming pool must be submitted as set forth in this Article III, Sections 1 and 2, above. There shall be no construction of above-ground swimming pools. Children's wading pools are permitted. Circulating tanks for swimming pools must be in the residence, garage, pool house or outbuilding, or must be enclosed with fencing or evergreens so as not to be viewed by adjoining neighbors from ground level.

5. Other Outdoor Structural Amenities. Tennis courts, basketball courts, decks, patios, screened or covered porches, gazebos, outdoor kitchens, barbecue and fire pits, pergolas, arbors, and any other outdoor structure including retaining walls which exceed twenty-four inches (24") in height or six feet (6') in length must be approved as set forth in this Article III, Sections 1 and 2, above.

6. Sewers. All improvements shall be connected with the sanitary sewer system which is now or shall be constructed to serve the above premises. No other sanitary provision, septic tank or other device for sewage shall be installed or permitted to remain on any lot. Temporary outhouses are permitted during construction or remodel projects.

7. Garages. No residence shall have less than a two-car garage, which may be attached or built-in garage. All driveways shall be poured concrete or asphalt and shall extend to the curb line of the street upon which the premises front, or to the curb line on the side street. Any other construction material used for paving and walkways must be submitted for approval as set forth in this Article III, Sections 1 and 2, above.

8. Roofing. All roofing shall be wood shingle or textured asphalt roofing having the general appearance of wood shingles. Any other material due to pitch of roof must be submitted for approval as set forth in this Article III, Sections 1 and 2, above.

9. Front Facade. All residences shall have a masonry front. Any deviations from the required masonry front must be submitted for approval as set forth in this Article III, Sections 1 and 2, above.

10. Size. No residence of one story shall be erected having a ground floor area of less than 1,600 square feet, which shall be exclusive of porches, garages, and breezeways. No split-level residence shall be erected having a living area of less than 1,800 square feet on the two main levels. No residence of two stories shall be erected having less than 1,200 square feet on the ground level, but in no event, less than 2,000 square feet total. No residence having the appearance from the front of a two-story residence, including the foundation, with the principal living area on the second floor, shall have less than 1,800 square feet on the second floor or principal living area. Any dwelling with basement garage must have 1,800 square feet on main living area.

ARTICLE IV - SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

1. One sign advertising the rental or sale of property is permitted. Contractor signs advertising remodeling or repair work are permitted provided they are removed following completion of the project. Political signs are permitted but must be removed no later than seven days following the election. No specifically allowed signs may exceed five square feet in size. All other signs, billboards, or advertising structures are prohibited.

2. No tanks for the storage of oil or other fluids, with the exception of propane, may be maintained on any portion of the premises above the surface of the ground. Propane tanks in excess of 100 gallons must be enclosed with fencing so as not to be viewed by adjoining neighbors from ground level.

3. No residence shall be allowed to have more than one garage sale per year. No garage sale shall exceed a period of five (5) consecutive days in duration. Garage sale signs within the Subdivision shall only be posted at the 42nd street entrance to the Subdivision and on the grounds of the residence holding the sale. These signs shall not exceed five (5) square feet in size. Garage sale signs may be posted no more than four (4) days prior to the sale and must be removed at the completion of the sale.

ARTICLE V - DURATION AND ENFORCEMENT

1. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of five years unless the then owners of a majority of the lots in the said subdivision shall, before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged and recorded in the Office of the Recorder of Deeds, change or modify the same in whole or in part.

2. Each of the restrictions and covenants set forth herein shall run with the land and bind the present Owner, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owner of said tract, to conform to and observe said restrictions and covenants. The Owner or Owners of any portion of the above lands and the Association shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages; and the failure of the Owners of said premises hereby restricted to enforce any of the restrictions and covenants herein set forth shall not waive such right to do so at any time hereafter. The Owners who owned the property at the time of violation of these restrictions and covenants is responsible for the cost of reasonable attorney fees associated with the enforcement action. The Association Board of Directors may establish a fine structure in addition to injunctive relief for the enforcement of the restrictions and covenants contained herein. Any Owner that is not in compliance with the foregoing restrictions will be subject to reasonable fines as established by the Association Board of Directors. Fines can be enforced and collected the same as delinquent assessments.

3. Invalidity of any one or more of the provisions, reservations, restrictions and covenants herein contained, and any amendments hereto, by Court order or judgment, shall in no way affect any of the other provisions, reservations, restrictions and covenants herein.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this instrument on the dates indicated.