

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
09/06/2016 01:58:04 PM
INSTRUMENT TYPE: REST FEE: \$42.00 8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2016E0082320

Robert T Kelly, Director, Recorder Of Deeds

RESTRICTIONS
**AMENDMENT AND RESTATEMENT OF
RESTRICTIVE COVENANTS**

WHEREAS, on July 11, 1978, a Declaration of Restrictions was filed with the Director of Records for Jackson County, Missouri at Independence under Document No. 1339660, in Book 1860, at page 109, affecting Lots 1-20, Deer Run 1st Plat, a subdivision in Blue Springs, Jackson County, Missouri; and

WHEREAS, on February 22, 1979, a Declaration of Restrictions was filed with the Director of Records for Jackson County, Missouri at Independence under Document No. 1369456, in Book 1910, at Page 1188, affecting Lots 21-64, Deer Run 2nd Plat, a subdivision in Blue Springs, Jackson County, Missouri; and

WHEREAS, on May 16, 1984, a Declaration of Restrictions was filed with the Director of Records for Jackson County, Missouri at Independence under Document No. 1569645, in Book 11312, at Page 1425, affecting Lots 1-29, Deer Run West, a subdivision in Blue Springs, Jackson County, Missouri; and

WHEREAS, on September 5, 2014, an Amendment and Restatement of Restrictive Covenants was filed with the Director of Records for Jackson County, Missouri at Independence as Document No. 2014 E0073645 affecting Lots 1-20, Deer Run 1st Plat, Lots 21-64, Deer Run 2nd Plat and Lots 1-29, Deer Run West, and

WHEREAS, each of the above-referenced restrictive covenants provide that they may be amended by the owners of a majority of the lots in the respective subdivisions; and

WHEREAS, the said owners have combined said restrictive covenants for the purpose of securing orderly and uniform improvements and maintenance of the lots and the subdivisions.

NOW, THEREFORE, the undersigned, as representatives of the owners of a majority of the following lots (hereinafter referred to as the "Property",):

**Lots 1-20, Deer Run 1st Plat
Lots 21-64, Deer Run 2nd Plat
Lots 1-29, Deer Run West**

for themselves, their successors and assigns, amend by restatement, the above-referenced restrictive covenants and each of them as follows:

**AMENDMENT AND RESTATEMENT OF
RESTRICTIVE COVENANTS**

WHEREAS, on July 11, 1978, a Declaration of Restrictions was filed with the Director of Records for Jackson County, Missouri at Independence under Document No. 1339660, in Book I860, at page 109, affecting Lots 1-20, Deer Run 1st Plat, a subdivision in Blue Springs, Jackson County, Missouri; and

WHEREAS, on February 22, 1979, a Declaration of Restrictions was filed with the Director of Records for Jackson County, Missouri at Independence under Document No. 1369456, in Book 1910, at Page 1188, affecting Lots 21-64, Deer Run 2nd Plat, a subdivision in Blue Springs, Jackson County, Missouri; and

WHEREAS, on May 16, 1984, a Declaration of Restrictions was filed with the Director of Records for Jackson County, Missouri at Independence under Document No. 1569645, in Book 11312, at Page 1425, affecting Lots 1-29, Deer Run West, a subdivision in Blue Springs, Jackson County, Missouri; and

WHEREAS, on September 5, 2014, an Amendment and Restatement of Restrictive Covenants was filed with the Director of Records for Jackson County, Missouri at Independence as Document No. 2014 E0073645 affecting Lots 1-20, Deer Run 1st Plat, Lots 21-64, Deer Run 2nd Plat and Lots 1-29, Deer Run West, and

WHEREAS, each of the above-referenced restrictive covenants provide that they may be amended by the owners of a majority of the lots in the respective subdivisions; and

WHEREAS, the said owners have combined said restrictive covenants for the purpose of securing orderly and uniform improvements and maintenance of the lots and the subdivisions.

NOW, THEREFORE, the undersigned, as representatives of the owners of a majority of the following lots (hereinafter referred to as the "Property",):

**Lots 1-20, Deer Run 1st Plat
Lots 21-64, Deer Run 2nd Plat
Lots 1-29, Deer Run West**

for themselves, their successors and assigns, amend by restatement, the above-referenced restrictive covenants and each of them as follows:

SECTION 1
Use of Property

- 1.1 The Property may be improved, used or occupied for a private residence and no flat or apartment house, though intended for residential purposes, may be erected thereon.
- 1.2 All improvements designed for occupancy by a single family shall not be more than two stories, except that split-level construction shall be permitted.
- 1.3 No dwelling or residence shall be located nearer to the front lot lines or side lot lines than as indicated on the plat. Deer Run Homes 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.
- 1.4 No trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, nor shall any residence of temporary character be permitted. No clothesline of a permanent type shall be erected on any lot. No permanent type trash burner shall be erected and trash burning will not be permitted on any lot.
- 1.5 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 six months after the first earth excavation is started. All yards, front, side and rear, must be sodded, seeded or sprigged within the above time.
- 1.6 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, all such pets subject to the ordinances of the City of Blue Springs, Missouri.
- 1.7 No school buses, automobiles, recreational vehicles, tractors, trucks, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobile or other motor vehicle or trailer shall be regularly parked or stored in the open on a lot or at the curb and in any event not more than 12 hours at any one time during the work week and no more than 48 hours at one time during a weekend. However, parking on driveways is permitted for regularly used running automobiles only. Temporary refuse receptacles, such as commercial dumpsters or flat-bed trailers, are permitted only in the residence's driveway.
- 1.8 No tower, antenna or satellite dish shall be constructed on any lot. A satellite dish may be attached to the main structure of the residence and in no event shall such satellite dish be higher than the highest point on the dwelling.
- 1.9 No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 2
Approval of Plans and Specifications of Improvements Permitted

- 2.1 The Deer Run Homes Association shall regulate the external design and appearance of residences within the Property. No building, wall or other structure shall be started, erected or changed, nor shall any addition thereto or change or alteration be made, to include or painting, repainting, or other change in the appearance of the exterior of any building, wall or structure, until plans and specifications, color scheme, plot plan and grading plan or other information satisfactory to the Deer Run Homes Association shall have been submitted to and approved in writing by

said association, or its successor and assigns. In so passing upon such plans, specifications, and other requirements, the Deer Run Homes Association or its successor and assigns may take into consideration the suitability of the proposed building, wall or other structure and the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring properties as well as determination of compliance with the specific restrictions of the subdivision. Deer Run Homes Association, its successors and assigns, further are given the right to determine 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. All such requests shall be in writing, delivered in person to a current board member or sent by email to: restrictions@deerrunhomeassociation.com However, if not approved or disapproved within 30 days after receipt of same by Deer Run Homes Association, the same shall be deemed to be approved. Deer Run Homes Association, or its representatives, successors or assigns shall not be liable in any way for the approval or failure to approve any plan.

- 2.2 No fencing shall be permitted on any lot unless the same is yard fencing and approval for all fencing must be obtained in the manner and method as set out in paragraph 2.1, but no fencing shall extend nearer to the front street than the rear house line of that particular residence, except decorative railing along walkways which must be submitted for approval along with the plans and specifications. No chain link fences are permitted. A city permit is required before approval by the Deer Run Homes Association.
- 2.3 All plans, specifications and locations for the construction of a tennis court or swimming pool, including fencing, must be submitted as set forth in paragraph 2.1. Drainage of pools must be in compliance with city code at all times. Circulating tanks for swimming pools must be in the residence or garage or housed in a structure approved by Deer Run Homes Association.
- 2.4 All improvements shall be connected with the sanitary sewer system which is now or shall be constructed to serve the owner's property. No other sanitary provision, septic tank or other device for sewage shall be installed or permitted to remain on any lot.
- 2.5 All residences shall have a masonry front or written approval of Deer Run Homes Association for a variance thereto. No residence shall have less than two garages, which may be attached, built-in or basement garages. All driveways shall be poured concrete, brick, paver bricks or asphalt and shall extend to the curb line on the street upon which the premises front, or the curb line on the side street. All roofing shall be wood shingles, natural slate, concrete tile, or heavyweight architectural design composition with a minimum 40-year warranty or similar weight rating. All roof colors should be weathered wood tones. In addition to natural weathered wood tones, other colors should be muted terra cotta tones and consistent with existing roofs in the neighborhood. All specifications, including color, of any roof materials other than wood shingle must be submitted for approval as set forth in paragraph 2.1. Unless specifically prohibited by roofing material installation specifications, all roofing materials are to be installed with metal valleys. Weaving composite shingles in roof valleys in lieu of metal valleys is not permitted. Roof pitches must be consistent with the architectural style of the building.
- 2.6 No residence of one story with attached garage shall be erected having a ground floor area of less than 1,650 square feet. No split-level, bi-level or raised-ranch residence shall be erected having a living area of less than 2,000 square feet. No residence of two stories shall be erected having less than 1,000 square feet on the ground level, but in no event, less than 2,000 square feet total. All square footages are exclusive of porches, garages and breezeways.
- 2.7 No structure, fence, or other facility shall be erected which will obstruct the flow of storm water, and no shrubbery or trees shall be planted, or changes made to the prescribed grades and contours of the specified floodwater or storm water runoff channels which will obstruct or impede storm water flow in such channels.
- 2.8 The homeowner whose property includes all, or a portion of an open drainage swale, channel or detention basin, shall be responsible for the mowing of grass and removal of debris or obstructions to the flow of water in, or through, such facilities.

- 2.9 Maintenance of traffic: At no time shall roadways in Deer Run be reduced to less than one ten-foot lane during construction without the written approval of the Deer Run Homes Association. The contractor or homeowner shall place appropriate temporary traffic cones and other markers and supervision to guide approaching traffic.
- 2.10 Site Cleanup after Construction: Upon completion of a construction work within the limits of Deer Run, the homeowner shall cause the immediate removal of all debris, equipment and construction materials from the site. The street shall be broom cleaned or power washed to remove any materials left from the construction work, equal to or better than the condition before work began.

SECTION 3

Signs, Billboards and Miscellaneous Provisions

- 3.1 No commercial sign or billboard of any kind shall be displayed to the public view on any lot, including "for sale" or "for rent" signs by owner, agent, occupant or realtor, except that one (1) sign advertising the rental or sale of property is permitted, provided it does not exceed five (5) square feet in size. Political signage must comply with size restrictions and is limited to two weeks prior to an election and must be removed the evening the polls close.
- 3.2 No tanks for the storage of oil or other fluids or outbuildings of any kind may be maintained on any portion of the Property above the surface of the ground, however, Deer Run Homes Association shall have the right to approve no more than one outbuilding per lot, which outbuilding must be compatible in architectural appearance and location on the lot with the dwelling on said lot.
- 3.3 No trash, ashes or other residue shall be thrown or dumped upon any undeveloped portions of the Property.

SECTION 4

Duration of Enforcement

- 4.1 These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The original term of these covenants and restrictions ran until January 1, 2010, at which time said covenants were automatically extended until January 1, 2020. At that time said covenants shall be extended for successive periods of 10 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.
- 4.2 Each of the restrictions and covenants herein set forth shall run with the land and bind the present owner, its successors and assigns and all parties claiming by, through or under them and each owner does hold, agree and covenant with the owner of said tract, and the owners of other lots in said tract, to conform to and observe said restrictions and covenants. The owners or owners of any portion of the above lands and Deer Run Homes Association 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 developers or 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.
- 4.3 Invalidation 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 wise affect any of the other provisions, reservations, restrictions and covenants herein.

As approved by the Deer Run Homes Association, Inc. officers and homeowners of the included subdivisions.

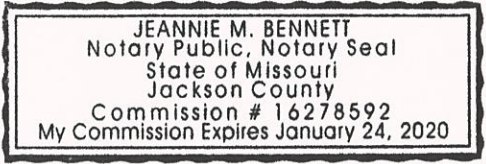
By: Tom Rohr 8/14/2016
Tom Rohr, President, Deer Run Homes Association, Inc.

State of Missouri)
) ss
County of Jackson)

On this 11th day of August, in the year 2016, before me, a Notary Public in and for said county and state, personally appeared Tom Rohr, president, Deer Run Homes Association, Inc., known to me to be the person who executed the within Amendment and Restatement of Restrictive Covenants in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Jeannie M. Bennett
Notary Public

My commission expires: 1/24/20



**Due to privacy concerns the results of
homeowners voting are as follows:**

55 Approved

6 Non - Approved

32 Non - Response

**In addition the notice was to all homeowners by
“Newsletter” on August 19, 2016.**

**All records of voting for the “Amendment and
Restatement of Restrictive Covenants for Deer
Run Homes Association Subdivision” are filed
with the Law Offices of Les D. Wight, LLC at 530
E. 23rd Street South, Independence, MO 64055 and
maintained by the Secretary of the Deer Run
Homes Association as part of the Association’s
Record Keeping.**



Greetings to All Residents of Deer Run Homes Association:

HOA Board would like to announce that the amended restrictions received the majority needed to pass and will replace the restrictions currently in effect.

These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The original term of these covenants and restrictions ran until January 1, 2010, at which time said covenants were automatically extended until January 1, 2020. At that time said covenants shall be extended for successive periods of 10 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.

The revised document which governs the Deer Run HOA, the “Amendment and Restatement of Restrictive Covenants for Deer Run Homes Association Subdivision” will be issued to all residents around September 1, 2016. We will also place this copy on the HOA website for use by residents as a reference to ensure compliance with HOA rules.

The results of homeowners voting are as follows:

55 Approved - 6 Non Approved - 32 Non- Response

All records of voting for the “Amendment and Restatement of Restrictive Covenants for Deer Run Homes Association Subdivision” are filed with the Law Offices of Les D. Wight, LLC at 530 E. 23rd Street South, Independence, MO 64055 and maintained by the Secretary of the Deer Run Homes Association as part of the Association’s Record Keeping.

We have made one change on section 1.7 based on a request from the Board. See paragraph below.

No school buses, automobiles, recreational vehicles, tractors, trucks, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobile or other motor vehicle or trailer shall be regularly parked or stored in the open on a lot or at the curb and in any event not more than 12 hours at any one time during the work week and no more than 48 hours at one time during a weekend. However, parking on driveways is permitted for regularly used running automobiles only. Temporary refuse receptacles, such as commercial dumpsters or flat-bed trailers, are permitted only in the residence’s driveway.

I would like to thank all residents who made comments either in person, by phone or email on the amended restrictions. Also, thanks for your consideration and active participation in maintaining the quality of life here in the Deer Run community.

Tom Rohr