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DECLARATIONS

## DEER RUN HOMES ASSOCIATION DECLARATION

This Declaration is made as of the 16th day of April, 1988, by and between the undersigned owner of the hereunder specified lot in DEER RUN, a subdivision of land in Blue Springs, Jackson County, Missouri.

## WITNESSETH:

WHEREAS, DEER RUN has been developed for high class residence purposes and it is the desire of the undersigned to maintain said land for such purposes and for the creation and maintenance of a residence neighborhood possessing features of more than ordinary value to a residence community, and

WHEREAS, in order to assist them and their grantees in providing the necessary means to bring this about, the undersigned do now and hereby subject their respective lots in DEER RUN, to the following covenants, charges and assessments:

## DEFINITIONS OF THE TERMS USED

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the land included in the plat of Lots 1 through 64 DEER RUN.

The term "improved property" as used herein shall be deemed to mean a single tract under a single ownership and on which tract 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 used herein shall be deemed to mean all common areas and all parks 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.

## PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF ASSOCIATION

All public improvements upon and to the land in the district, in public places shall be under the management and

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control of the Homes Association by whatever name it may be designated, as hereinafter provided, as trustee; an association to be composed of the owners of the real estate in said district, which Association may or may not be incorporated as the members thereof may hereafter provide. But whether it is 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 who have entered into this declaration or their grantees. It is provided, however, that such management and control of said improvements shall be at 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

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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 resow grass in the parks which are in the streets or in the parks 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, parks, parkings, gateways, entrances or other features, and in other public or semi-public places.

FIFTH: To provide for the maintenance of playgrounds, gateways, entrances and other ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, 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.

SIXTH: To exercise such control over easements as it may acquire from time to time.

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 DEER RUN shall be subject to an annual improvement assessment to be paid to the

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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 \$100.00 per annum for each improved lot, and \$50.00 per annum for each unimproved lot.

The rate of the assessment may be increased not to exceed \$10.00 per annum for improved lots and not to exceed \$5.00 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.

ASSESSMENTS DUE: JANUARY FIRST OF EACH YEAR

The first assessment shall be for the year beginning January 1, 1988 and it shall be fixed and levied prior to January, 1988 and shall be payable on that date, and hereafter it shall be due and payable on the first day of January of each 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 1st of each year for the next succeeding fiscal year beginning on January 1st 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 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying that assessment.

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## 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

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of March following the making of such assessment then such assessment shall bear interest at the rate of ten (10%) percent per annum from the first day of January, but if the assessment is paid before the first day of March, or within sixty (60) days from the date of the assessment, if the assessment is made subsequent to January 1st for the fiscal year beginning January 1st, then no interest shall be charged.

## WHEN DELINQUENT

On or after the first day of March of each year, beginning March 1, 1984, or within sixty (60) days from the date of levying the assessment for the fiscal year during which and for which the assessment is made, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, by proceedings in any court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce such liens as soon as they become delinquent. No such lien shall ever take precedence over or have priority over any bona fide mortgage given in good faith and for value on any of the lots or tracts of land, improved or unimproved in DEER RUN.

## TERMINATION OF LIENS

Such liens shall continue for a period of five years from the date of delinquency and no longer, unless with such time suit

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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 any 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 DEER RUN, 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

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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 Home 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 (2/3) 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 of 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 limitations of its right to contract as is herein provided for.

## WHEN DECLARATION BECOMES EFFECTIVE

This declaration shall become effective and binding upon the parties hereto only upon execution of this declaration by the owners of two-thirds (2/3) of lots within the district and the filing of the same for record in the office of the Recorder of Deeds for Jackson County, Missouri, at Independence.

## 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 (2/3) of the lots

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subject thereto at the time it is proposed to terminate this Declaration, executing and acknowledging an appropriate agreement or agreements for the 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 the undersigned lot owners and upon their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this declaration as of the day and year above written.

LOT 17 :

Eugene A. Thorne  
Eugene Thorne - EUGENE A THORNE  
Winifred Jo Thorne  
Jo Thorne - WINIFRED JO THORNE

STATE OF Missouri )  
COUNTY OF Jackson ) SS

On this 10th day of April, 1998, before me personally appeared Eugene A. Thorne and Winifred Jo Thorne husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Donna E. Borchert  
Notary Public

My Commission Expires:  
October 5, 1998

DONNA E BORCHERT  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires October 5, 1998

STATE OF MISSOURI )  
COUNTY OF JACKSON )  
CERTIFY INSTRUMENT RECEIVED  
1998 APR 21 P 12:30  
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DIRECTOR OF RECORDS

MISSOURI STATE ARCHIVES  
JACKSON COUNTY RECORDS  
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