

APPENDIX A
INCORPORATION

ARTICLES OF INCORPORATION
OF A
GENERAL NOT FOR PROFIT CORPORATION

We, the undersigned, Steven C. Krueger, 1606 Deer Run Trail, Blue Springs, Missouri 64015; Scottie E. Banks, 1917 Fox Ridge, Blue Springs, Missouri 64105; Edward Knowles, Jr., 1912 Fox Ridge, Blue Springs, Missouri 64015; and Reginald A. Day, 1915 Fawn Drive, Blue Springs, Missouri 64015, being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

Article 1. Name: The name of the corporation is Deer Run Homes Association, Inc., hereinafter referred to as the "Association".

Article 2. Duration: The period of duration of the corporation is perpetual.

Article 3. Registered Agent and Office: The address of its initial Registered Office in the State of Missouri is Suite 1100, 922 Walnut Street, Kansas City, County of Jackson, and the name of its initial Registered Agent at said address is Steven C. Krueger.

Article 4. Board of Directors: The first Board of Directors shall be four (4) in number, their names and addresses being as follows:

	<u>Name</u>	<u>Address</u>
(1)	Steven C. Krueger	1606 Deer Run Trail Blue Springs, Missouri 64015
(2)	Scottie E. Banks	1917 Fox Ridge Blue Springs, Missouri 64015
(3)	Edward Knowles, Jr.	1912 Fox Ridge Blue Springs, Missouri 64015
(4)	Reginald A. Day	1915 Fawn Drive Blue Springs, Missouri 64015

Article 5. Purpose: The purpose for which the Association is organized is to provide an entity to act as the homeowners association to manage, maintain and care for the Deer Run subdivision of land in Blue Springs, Jackson County, Missouri.

APPENDIX A INCORPORATION

Article 6. Powers: The Association's powers shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a corporation not for profit except those which conflict with the provisions of these Articles.

B. The Association shall have all the powers and duties reasonably necessary to accomplish the purposes as set forth in the Deer Run Homes Association Declaration and as it may be amended from time to time. Said powers shall include but are not limited to the following powers:

(1) To make and collect assessments against members in accordance with the Declaration in order to defray the Association's costs, expenses, and losses.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) To repair, replace, maintain and operate the public places.

(4) To purchase insurance on the public places and insurance for the protection of the Association and its members.

(5) To reconstruct improvements after casualty and to further improve the property.

(6) To enforce, by legal means, the provisions of the Declaration, these Articles and the Bylaws of the Association.

(7) To employ personnel to perform the services required for the proper operation of the public places.

C. The titles of all properties and all funds acquired by the Association and the proceeds thereof shall be held in trust for the Association members according to the provisions of the Declaration, these Articles, and the Bylaws.

D. The powers of the Association shall be subject, and shall be exercised according, to the provisions of the Declaration and of the Bylaws.

Article 7. Members: The members of the Association shall consist of all of the record owners of lots in Deer Run which are subject to the Deer Run Homes Association Declaration. A change of membership in the Association shall be established by the recording in the public records of Jackson County, State of

APPENDIX A
INCORPORATION

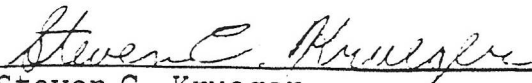
Missouri, of a deed or other instrument establishing a record title to a lot and the delivery to the Association of a certified copy of such instrument, the lot owner designated by such instrument thereby becoming a member of the Association. The membership of the previous lot owner shall be thereby ended. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot. Each member of the Association shall be entitled to a certain voting percentage for each lot owned by him. The exact voting percentage and the manner of exercising voting rights shall be according to the Declaration and the Bylaws of the Association.

Article 8. Indemnification: Each director and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, regardless of whether he is an officer or director at the time such expenses are incurred, unless the officer or director is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the Association's best interests. The above described right of indemnification shall not be exclusive of all other rights to which such director or officer may be entitled but shall be in addition to such other rights.


Article 9. Bylaws: The board of directors shall adopt the first Bylaws of the Association. The said Bylaws may be amended, changed, or repealed in the manner provided by the said Bylaws.

IN WITNESS WHEREOF, the undersigned incorporators execute this instrument this 5th day of December, 1983.

INCORPORATORS:



Steven C. Krueger



Scottie E. Banks

1839043

APPENDIX B
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

11792P1406

APPENDIX B DECLARATIONS

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

APPENDIX B
DECLARATIONS

I1792P1407

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

APPENDIX B
DECLARATIONS

11732P1408

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.

APPENDIX B
DECLARATIONS

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

APPENDIX B
DECLARATIONS

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

APPENDIX B
DECLARATIONS

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

APPENDIX B
DECLARATIONS

11792P141Z

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
11792P1405
DIRECTOR OF RECORDS

MISSOURI STATE ARCHIVES
JACKSON COUNTY RECORDS
11792P1405

26

BYLAWS
OF
DEER RUN HOMES ASSOCIATION

ARTICLE I

Name

The name of the Association is Deer Run Homes Association.

ARTICLE II

Principal Office

The mailing address of the principal office of the Association is P.O. Box No. 187, Blue Springs, Mo. 64015.3

ARTICLE III

Purposes

The purposes for which the Association is organized are:

(a) To develop a community designed for safe, healthful, and harmonious living.

(b) To promote the collective and individual interests and rights of all persons owning property in the Subdivision known as Deer Run, situated in the City of Blue Springs, County of Jackson, State of Missouri.

(c) To care for the improvements and maintenance of the community center, gateways, public easements, parkways, grass plots, parking areas, and any facilities of any kind dedicated to the community use and other open spaces and other ornamental features of the Subdivision, which now exist or which may hereafter be installed or constructed therein.

(d) To cooperate with the owners of all vacant and unimproved lots now existing or that hereafter shall exist in the Subdivision in keeping them in good order and condition, in preventing them from becoming a nuisance and a detriment to the beauty of the Subdivision and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.

(e) To aid and cooperate with the members of the Association and all property owners in the Subdivision in

APPENDIX C
BY-LAWS

the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, and to counsel with the Planning Commission and Board of Aldermen of the City of Blue Springs, having jurisdiction in relation to any zoning that may affect any portion of the Subdivision.

(f) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes.

(g) To arrange social and recreational functions for its members.

(h) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the Subdivision.

(i) In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes hereinabove set forth.

ARTICLE IV

Membership

1. Eligibility. Every present and future owner of a lot in the Subdivision which is subject to the Deer Run Homes Association Declaration is entitled to be a member in the Association.

2. Membership. Membership shall include an undertaking by such owner or tenant to comply with these Bylaws adopted by the Association.

3. Termination. Membership in the Association shall terminate on a member's ceasing to be an owner of a lot in the Subdivision.

ARTICLE V

Meeting of Members

1. Annual Meetings. An annual meeting of the members of the Association shall be held on the second ~~Saturday~~ *Sunday* in the month of September in each year beginning with the year 1984, at the hour of 4:00, P.M., for the purpose of electing directors and officers and for the transaction of such other business as may come before the meeting. If the day fixed shall be a legal

amended

APPENDIX C
BY-LAWS

holiday, such meeting shall be held on the succeeding day not a legal holiday.

2. Regular Meetings. In addition to the annual meetings, regular meetings of the members may be held at such time as shall be determined by the Board of Directors.

3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by not less than ten members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Board of Directors.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual, regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least 5 but not more than 10 days prior to such meeting.

6. Quorum. The presence at any meeting, in person or by proxy, of the members holding 30 percent of the votes of the memberships shall be necessary and sufficient to constitute a quorum for the transaction of business.

7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

8. Voting. Each lot shall be entitled to one vote on each matter submitted to a vote of the members. In the event legal title to any lot is owned by more than one person, the owners thereof shall be members, but shall jointly have the right to cast only one vote, and if they desire they may designate in writing one of them to act in behalf of all of them. Provided, however, where a petition is signed, or ballot or vote cast by any of the person comprising a member under this section, it shall be presumed that such person acted at the direction of and with the consent of his co-tenants.

9. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member and filed with the Secretary prior to the meeting for which it is

APPENDIX C
BY-LAWS

designated. A proxy shall not be valid after the meeting for which it is designated.

10. Manner of Voting. Voting on matters of Association business shall be by written ballot, except when waived by a majority of those members present. Except as otherwise provided, a majority of the votes present at a meeting, either in person or by proxy, shall be required in order to pass a matter of Association business.

11. Order of Business. The order of business at the annual meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

ARTICLE VI

Board of Directors

1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons, all of whom must be members of the Association.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members.

3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Subdivision and the common areas and facilities.

APPENDIX C
BY-LAWS

(b) Collection of annual assessments from the members.

(c) Designation and dismissal of the personnel necessary for the accomplishment of the purposes of the Association.

4. Election and Term of Office. The Directors shall be elected and shall serve as set forth for officers in Article VII.

5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. The person so elected shall also fill the office of such Director.

6. Removal of Directors. At any annual, regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and

APPENDIX C
BY-LAWS

place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

Officers

1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and three Directors-at-large, all of whom shall be elected by and from the membership. Together the officers shall constitute the Board of Directors of the Association.

2. Election of Officers. At the first meeting of the Association the term of office of the President, Secretary and one Director-at-large shall be two years and that of the Vice President, Treasurer and the other two Directors-at-large shall be one year. At the expiration of the initial term of office of each respective officer, his successor shall be elected to serve a term of two years. The officers shall hold office until their successors have been elected and hold their first meeting.

3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the

APPENDIX C
BY-LAWS

President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

6. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositaries as may from time to time be designated by the Board of Directors.

7. Director-at-large. The Directors-at-large shall have no specific responsibilities as officers but may be appointed by the Board of Directors to serve as Assistant Secretary or Assistant Treasurer or such other duties as the Directors may designate.

ARTICLE VIII

Committees

1. The Board of Directors may appoint such committees as it may deem advisable. Each such committee shall have such powers and authority as shall be specified by the Board of Directors.

2. In addition to such other committees as may be appointed by the Board of Directors from time to time, the Association shall have the following standing committees:

(a) Common Areas Committee. This committee shall be responsible for coordinating, expediting and follow-up on matters concerning the improvement and maintenance of the public places under the management and control of the Association. It shall have such other duties as may be prescribed from time to time by the Board of Directors.

(b) Public Affairs Committee. This committee shall monitor those community events which could have an impact upon the Subdivision and the surrounding area. This shall include but not be limited to attendance of meetings of the Board of Aldermen and Planning and Zoning Commission of the

APPENDIX C
BY-LAWS

City of Blue Springs and to advise the Board of matters which may be of interest. It shall have such other duties as may be prescribed from time to time by the Board of Directors.

(c) Social Committee. This committee shall study and plan recreational activities to be expressly sponsored by the Association. It shall further have the responsibility of welcoming new home owners into the Association and presenting publications relative to the Association membership. It shall have such other duties as may be prescribed from time to time by the Board of Directors.

(d) Restrictions Committee. This committee shall hear and investigate complaints of Association members concerning violations of the Restrictions affecting the Subdivision and make recommendations to the Board of Directors as to action to be taken concerning violations of restrictions. It shall keep a record of applications and the action of the Committee taken thereon. It shall have such other duties as may be prescribed by the Board of Directors.

(e) Nominating Committee. Prior to the annual meeting the Board of Directors shall appoint a nominating committee to nominate a slate of candidates for those offices whose terms of office are expiring at such annual meeting. The committee may make as many nominations for election as it shall, in its discretion determine, but shall nominate at least one candidate for each vacant office.

ARTICLE IX

Dues and Assessments

1. Assessments. All members are obligated to pay assessments imposed by the Association pursuant to the Declaration. Upon ten (10) days notice to the Association and payment of a reasonable fee, any member shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such member.

2. Default in Payment of Dues or Assessments.

(a) When any member shall be in default in the payment of dues or assessments for a period of thirty (30) days from the date on which such dues or assessments become payable, he shall, for purposes of voting, not be considered as a member in good standing, in addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he has paid dues and assessments in full, and until such time as such

APPENDIX C
BY-LAWS

member is reinstated, he shall have no rights of any kind arising out of a membership in the Association.

(b) In addition to the foregoing, if any member shall fail to pay his dues or assessments as the same become due, after thirty (30) days' written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's lot in the Subdivision in favor of the Association.

5. Assignment of Dues. In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his membership by sale of his lot in the Subdivision, he shall be entitled to assign to the buyer of such lot or residential until the benefit of the paid up dues. Any such buyer can acquire the benefit of such paid up dues by becoming a member of the Association without the necessity of paying pro rata dues to the end of the year.

ARTICLE XI

Rules and Regulations

The Board of Directors shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a majority vote of the members of the Association, and when so approved shall become a part of these Bylaws.

ARTICLE XII

Amendments

These Bylaws may be amended or repealed, or new bylaws may be made and adopted, at any annual, regular or special meeting of the members of the Association, by a majority vote of all the members present and entitled to vote, provided that notice of intention to amend shall have been contained in the notice of the meeting.

APPENDIX C
BY-LAWS

IN WITNESS WHEREOF, the undersigned directors of Deer Run
Homes Association have executed this document on this 17th day of
December, 1983.

Steven E. Kuyper
[Signature]

Maryann White
[Signature]

[Signature]

[Signature]

Directors

WEATHERSTONE DEVELOPMENT CORP.

HOMES ASSOCIATION DECLARATION

Dated
Filed
Book
No. Page

This Declaration is made this 15 day of May, 1984, by WEATHERSTONE DEVELOPMENT CORP., a Missouri corporation, the owner of all the lots in DEER RUN WEST, a subdivision of land in Blue Springs, Jackson County, Missouri.

WITNESSETH:

WHEREAS, WEATHERSTONE DEVELOPMENT CORP., a Missouri corporation, is now developing DEER RUN WEST for high class residence purposes and it is its desire to continue the development of such 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 said WEATHERSTONE DEVELOPMENT CORP., a Missouri corporation, does now and hereby subject Lots 1 through 29, DEER RUN WEST, to the following covenants, changes 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 preliminary plat of Lots 1 through 29, DEER RUN WEST, as approved by the City of Blue Springs, an extension of DEER RUN, a subdivision of land in Blue Springs, Jackson County, Missouri.

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 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, with such association to be composed of the owners of the real estate in said district, and 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. 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 of the Association.

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 or other 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 resow grass in the parkways adjacent to 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, parking areas, gateways, entrances and other features, and in other public or semi-public places.

FIFTH: To provide for the maintenance of playgrounds, gateways, entrances, mail box stands 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 WEST 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 \$100.00 per annum for each improved lot, and \$50.00 per annum for each unimproved lot, provided, however, that no assessment shall be made on any lot until its initial conveyance from the development corporation.

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 1 OF EACH YEAR

The first assessment shall be for the one-half year beginning July 1, 1984, and it shall be fixed and levied prior to July 1, 1984, and shall be payable on July 1, 1984, and thereafter it shall be levied prior to January 1 of each year and due and payable on said first day of January of each year. It will be the duty of the Association to notify all owners at the address 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 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 thirty (30) 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

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 thirty (30) days from the date of the assessment, if the assessment is made subsequent to January 1 for the year beginning January 1, then no interest shall be charged.

WHEN DELINQUENT

On or after the first day of March of each year, beginning in the year 1985, or within thirty (30) days from the date of levying the assessment for the 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 or deed of trust given in good faith on any of the lots or tracts of land, improved or unimproved in DEER RUN WEST.

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 at the address of such owners as listed with said Association of the official address of said Association, the place and time regular meetings of the Association shall be held, the place where payments shall be made, and any other business in connection with said Association that may be transacted, and in case of any change of the Association address, the Association shall notify all the owners of the land in the district at their addresses as listed with the Association, of the 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 WEST, 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 (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.

TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, WEATHERSTONE DEVELOPMENT CORP., a corporation shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given direct to WEATHERSTONE DEVELOPMENT CORP.

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 therein, 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 (2/3) 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 the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon said WEATHERSTONE DEVELOPMENT CORP. and upon its successors and assigns.

I1312P1439

IN WITNESS WHEREOF, WEATHERSTONE DEVELOPMENT CORP., a Missouri Corporation, has caused these presents to be signed by its President and attested by its Secretary and its corporate seal to be hereunto affixed this 15 day of May, 1984.

WEATHERSTONE DEVELOPMENT CORP.

by Bill House
President Bill House, Jr.

ATTEST:

Dale Baumgardner
Secretary

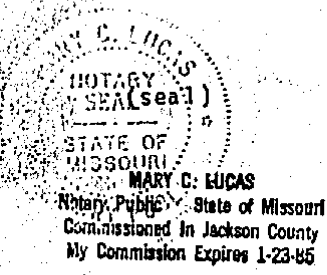


STATE OF MISSOURI)
(SS
COUNTY OF JACKSON)

On this 15 day of May, 1984, before me appeared Bill House Jr, to me personally, who being by me duly sworn, did say that he is the President of WEATHERSTONE DEVELOPMENT CORP., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that said Bill House, Jr acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Blue Springs, the day and year last above written.

Mary C. Lucas
Notary Public



1984 MAY 16 AM 11:05.5
I1312P1432

19.00
M. Kroll

