

Cimarron Trails Homeowners Association

HANDBOOK (2020 Issue)

Including:

The Articles of Incorporation

The Articles of Homes Association Declaration

The Articles of By-Laws (Amended and Adopted March 2020)

The Articles of Declaration of Covenants, Conditions and Restrictions (CC&Rs)



Attention: Owners

Please forward and/or leave this handbook with the unit/home, for the next member/owner at the time of property transfer.

Attention: Renters

Please leave this handbook within the house upon your vacancy of the property.

CIMARRON TRAILS ASSOCIATION, INC

A MISSOURI NOT FOR PROFIT CORPORATION

Est. September 10, 1982

Online version available at

www.cimarrontrails.org

March 1, 2020

To: The Members (Property Owners) of the Cimarron Trails Association,

This handbook provides the governing documents of the Cimarron Trails Association, Inc (the Association). The documents provided are the earliest documents recorded for the subdivision. Some properties have later dated recordings as the subdivision was developed over time. The governing documents contains the rules, regulations and all other contractual terms that members are bound by.

The Homes Association Declaration and Declaration of Covenants, Conditions and Restrictions (CC&Rs) are legally binding and are covenants that run with the land.

This Handbook has 4 parts. Each part works in conjunction with their counterparts.

Part 1 (Articles of Incorporation): establishes the corporation and legal status within the State of Missouri.

Part 2 (Homes Association Declaration): establishes the properties included, membership and their rights, obligations and other covenants.

Part 3 (By-Laws): Establishes how the Association is governed.

Part 4 (CC&Rs): Are the rules, procedures and policies of the Association properties and more member rights and obligations.

The Association has specific purposes for which it was formed, including providing maintenance, preservation and architectural control of the properties and to promote the health, safety and welfare of the residents within the properties.

As an association member (owner(s)) you have both rights and obligations of being a property owner within the Cimarron Trails subdivision.

The Board of Directors of Cimarron Trails Association, Inc are tasked with managing the affairs of the Association and are not compensated. The Boards actions are guided by the By-laws of the Association. Their duties, including but not inclusive to; keeping records, supervising agents and employees, levying and collecting assessments and enforcing the CC&Rs.

This handbook provides a wealth of information regarding member's; rights, obligations, the use, easements including sewer lines and obligations regarding them, rights regarding Party Walls, Common Roofs and Foundations and Damage or Destruction of Property and much more.

The Board of Directors hopes this handbook will provide information to help understand what it means to be part of the Association.

We look forward to working with the membership. Not only with the specific purposes outlined in this handbook, but also to better the quality of life and protect and increase the financial investments held within Cimarron Trails by its members.

Sincerely,

The CTA Board of Directors as of March 2020

Ellis Ruffen – President, Director	Mark Miller - Director
Carl Frasher - Vice President, Director	Colleen Warchola - Director
David Williams - Secretary/Treasurer, Director	Pete Warchola - Director
	Trena Williams - Director

Board of Directors email: cta@cimarrontrails.org

Permanent Cimarron Trails Association mailing address: PO BOX 113, Belton, MO 64012
(NO PAYMENTS ACCEPTED AT PO BOX, please mail to Business Office address)

Business Office/Current hired Management Agency:

CAMKC, 5000 W 95th ST, Suite 280, Prairie Village, KS 66207

Contact Bryan Charcut – Phone: 913-738-9600 Email: bryancharcut@camkc.com

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**Articles of Incorporation
Of
Cimarron Trails Association, Inc.
A Missouri Not for Profit Corporation**



PART 1 of 4

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**ARTICLES OF INCORPORATION
OF
CIMARRON TRAILS ASSOCIATION, INC.
A MISSOURI NOT FOR PROFIT CORPORATION**

The undersigned persons, being natural persons who are citizens of the United States and of the age of eighteen (18) years or more, 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 I

The name of this corporation is CIMARRON TRAILS ASSOCIATION, INC. (the "Association").

ARTICLE II

The duration of the Association is perpetual.

ARTICLE III

The name and address of each incorporator is as follows:

NAME	ADDRESS
James W. Bergantz	526 Shawn Drive Belton, Missouri 64012
Phillip A. Kusnetzky	1006 Grand Avenue, Suite 1050 Kansas City, Missouri 64106
Randall M. Nay	12625 West 82nd Terrace Lenexa, Kansas 66215

ARTICLE IV

For purposes of these Articles, the terms "Lot(s)", "Tract(s)", "Residential Living Unit(s)", "Common Area(s)", "Owner(s)", and "Declarant" shall each have the same definitions as used in that certain *Declaration of Covenants, Conditions and Restrictions for Cimarron Trails* (the "*Declaration*") and that certain *Homes Association Declaration for Cimarron Trails* (the "*Homes Association Declaration*"), said documents being recorded on April 30, 1982, at the Recorder's Office of Cass County, Missouri, in Book 816 at Pages 153 and 154, respectively. The *Declaration* and the *Homes Association Declaration* are hereby made a part hereof as though fully set forth herein.

ARTICLE V

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Tracts, Residential Living Units and Common Areas located within that certain tract of property, hereinafter referred to as the "Properties" and described as follows:

Block 4, Lots 1 through 12 inclusive; Block 5, Lots 1 through 16 inclusive; Block 6, Lots 1 through 14 inclusive; Block 7, Lots 1 through 22 inclusive; Block 8, Lots 1 through 12 inclusive; and Block 9, Lots 9 through 12 inclusive; all a Part of the East ½ of Section 10, and a Part of the Northwest ¼ of Section 11, Township 46, Range 33, in Belton, Cass County, Missouri, according to the recorded plat thereof; and

Block 8, Lots 13 through 28 inclusive; Block 17, Lots 1 through 10 inclusive; Block 18, Lots 1 through 20 inclusive; Block 19, Lots 1 through 26 inclusive; Block 20, Lots 1 through 16 inclusive; Block 21, Lots 1 through 26 inclusive; Block 22, Lots 1 through 18 inclusive; Block 23, Lots 1 through 20 inclusive; all a Part of the East ½ of Section 10, and a Part of the Northwest ¼ of Section 11, Township 46, Range 33, in Belton, Cass County, Missouri, according to the recorded plat thereof; and

Block 2, Lots 1 through 28 inclusive; Block 6, Lots 15 through 20 inclusive; Block 9, Lots 1 through 8 inclusive; Block 11, Lots 1 through 12 inclusive; Block 12, Lots 1 through 24 inclusive; Block 13, Lots 1

◀ Articles of Incorporation – cont. ▶

through 24 inclusive; Block 14, Lots 1 through 24 inclusive; and Block 15, Lots 1 through 16 inclusive; all a Part of the East ½ of Section 10, and a Part of the Northwest ¼ of Section 11, Township 46, Range 33, in Belton, Cass County, Missouri, according to the recorded plat thereof; and

such additional property as may be added thereto pursuant to the terms of that certain *Declaration of Covenants, Conditions and Restrictions for Cimarron Trails*, relating to said property and filed for record on April 30, 1982, in the Recorder's Office of Cass County, Missouri, in Book 816 at Page 153, and that certain *Homes Association Declaration of Cimarron Trails*, relating to said property and filed for record on April 30, 1982, in the Recorder's Office of Cass County, Missouri, in Book 816 at Page 154.

and to promote the health, safety and welfare of the residents within the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Association and for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the *Declaration* and the *Homes Association Declaration*, and as the same may be amended from time to time as therein provided;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the *Declaration* and the *Homes Association Declaration*, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the approval of the members of the Association having two-thirds (2/3) of the voting rights of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer, signed by the members of the Association having two-thirds (2/3) of the voting rights of the Association at the time of such dedication, sale or transfer, has been filed of record in the Recorder's Office of Cass County, Missouri;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall comply with the applicable requirements of the *Declaration* and the *Homes Association Declaration*;
- (g) enter into such contracts or other agreements as shall be necessary or appropriate to further the powers and purposes set forth in the *Declaration* and the *Homes Association Declaration*; and
- (h) have and exercise any and all powers, rights and privileges as may be granted to the Association by the General Not for Profit Corporation Law of the State of Missouri.

ARTICLE VI

Every Owner of a Lot which is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to such assessment.

ARTICLE VII

The Association shall have no authority to issue capitol stock. The Association shall have two classes of voting membership

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

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to six votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership in the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- (b) on January 1, 1987.

ARTICLE VIII

The affairs of the Association shall be managed by its Board of Directors. The number of directors to constitute the first Board of Directors is seven (7). The number of directors to constitute the Board of Directors may be changed at any time and from time to time by amendment to the By-Laws of the Association. The name and address of each director constituting the first Board of Directors, each of whom shall serve until their successor shall have been elected and qualified, is as follows:

NAME	ADDRESS
James W. Bergantz	526 Shawn Drive Belton, Missouri 64012
Susan Roller	404 Shawn Drive Belton, Missouri 64012
Keith Roger Stevens	510 Shawn Drive Belton, Missouri 64012
Jimmy W. Hartsock	408 Shawn Drive Belton, Missouri 64012
Phillip A. Kusnetzky	1006 Grand Ave., Suite 1050 Kansas City, Missouri 64106
Randall M. Nay	12625 West 82nd Terrace Lenexa, Kansas 66215
Frances C. Swaffar	508 Shawn Drive Belton, Missouri 64012

At the first annual meeting of the members of the Association, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect such number of directors necessary to fill any expired terms of directors, for a term of three (3) years.

ARTICLE IX

The address of the Association's initial registered office in the State of Missouri is 1006 Grand Avenue, Suite 1050, Kansas City, Missouri 64106 and the name of the Association's initial registered agent at such address is Phillip A. Kusnetzky.

ARTICLE X

The Articles of Incorporation of the Association may be amended, altered or repealed, only upon the vote of the members of the Association having two-thirds (2/3) of the voting rights of the Association at the time of such vote.

The By-Laws of the Association may at any time and from time to time be adopted, altered, amended, suspended or repealed and new By-Laws may be adopted by the Board of Directors.

ARTICLE XI

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 528(c)(1) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE XII

Upon dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all the assets of the Association exclusively for the purposes of the Association in such manner or to such nonprofit organization or organizations and operated exclusively for purposes similar to those for which the Association was organized and shall at such time qualify as a tax exempt organization or organizations under the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of, shall be disposed of by circuit court of the county in which the principal office of the Association is then located, exclusively for such purposes, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XIII

The members, directors and officers of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

IN WITNESS WHEREOF, these *Articles of Incorporation* have been executed this [2nd] day of [September], 1982.

[James W. Bergantz] _____

James W. Bergantz

[Phillip A. Kusnetzky] _____

Phillip A. Kusnetzky

[Randall M. Nay] _____

Randall M. Nay

◀Articles of Incorporation-cont. ▶

STATE OF MISSOURI)
) ss.
COUNTY OF [JACKSON])

I, [Linda S. Ray], a Notary Public do hereby certify that on the [2nd] day of [September], 1982, personally appeared before me, James W. Bergantz, by me first duly sworn, and declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

My Commission Expires: [Linda S. Ray] _____
[Stamp] Notary Public

[Linda S. Ray
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires November 2, 1984]

STATE OF MISSOURI)
) ss.
COUNTY OF [JACKSON])

I, [Linda S. Ray], a Notary Public do hereby certify that on the [2nd] day of [September], 1982, personally appeared before me, Phillip a. Kusnetzky, by me first duly sworn, and declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

My Commission Expires: [Linda S. Ray] _____
[Stamp] Notary Public

[Linda S. Ray
Notary Public - state of Missouri
Commissioned in Jackson County
My commission Expires November 2, 1984]

STATE OF MISSOURI)
) ss.
COUNTY OF [JACKSON])

I, [Linda S. Ray], a Notary Public do hereby certify that on the [2nd] day of [September], 1982, personally appeared before me, Randall M. Nay, by me first duly sworn, and declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

My Commission Expires: [Linda S. Ray] _____
[Stamp] Notary Public

[Linda S. Ray
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires November 2, 1984]

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**Articles of Homes Association Declaration
Of
Cimarron Trails Association, Inc.
A Missouri Not for Profit Corporation**



Part 2 of 4

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ARTICLES OF HOMES ASSOCIATION DECLARATION CIMARRON TRAILS

THIS DECLARATION made this 20th day of April, 1982, by Southwest Tracor Homes, Inc., a corporation existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, Southwest Tracor Homes, Inc. (hereinafter referred to as "Declarant") filed with the Recorder of Deeds of Cass County, Missouri, at Harrisonville, a plat of the subdivision known as CIMARRON TRAILS - 1st Plat, a subdivision in the City of Belton, Cass County, Missouri in Plat Book 9 at Page 1 on April 19, 1982; and

WHEREAS, said CIMARRON TRAILS - 1st Plat, is composed of the following described lots and tracts in said subdivision, to-wit;

Block 3, Block 4, Lots 1 through 12 inclusive; Block 5, Lots 1 through 16 inclusive; Block 6, Lots 1 through 14 inclusive; Block 7, Lots 1 through 22 inclusive; Block 8, Lots 1 through 12 inclusive; and Block 9, Lots 9 through 12 inclusive; all a Part of the East ½ of Section 10, and a Part of the Northwest 1/4 of Section 11, Township 46, Range 33, in Belton, Cass County, Missouri; and

WHEREAS, Declarant anticipates recording additional plats to the said subdivision of Cimarron Trails (the "Subdivision"); and

WHEREAS, all of the streets and roads shown on said recorded plat for use by the public have been dedicated to the public; and

WHEREAS, Declarant is the owner of all of the Blocks and Lots so shown on said recorded plat and now desires to place certain restrictions on the real property therein known as:

Block 4, Lots 1 through 12 inclusive; Block 5, Lots 1 through 16 inclusive; Block 6, Lots 1 through 14 inclusive; Block 7, Lots 1 through 22 inclusive; Block 8, Lots 1 through 12 inclusive; and Block 9, Lots 9 through 12 inclusive; all a Part of the East ½ of Section 10, and a Part of the Northwest 1/4 of Section 11, Township 46, Range 33, in Belton, Cass County, Missouri (the "Properties"),

all of which restrictions shall be for the use and benefit of Declarant as the present owner thereof and for its future grantees and assigns, it being Declarant's intention to sell, transfer and convey all lots and residential living units located within the Properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the Declarant, for itself and its successors and assigns, and for its future grantees, hereby agrees that all of the lots in the Properties, as shown on the above-described plat, shall be and they hereby are held and that said lots shall be held, transferred, sold, conveyed, and occupied, subject to the covenants, terms, conditions and restrictions as set forth in this Homes Association Declaration, in order to protect the value, desirability and attractiveness of the same. Said covenants, terms, conditions and restrictions shall run with the herein described Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties, or any part thereof, and shall inure to the benefit of each owner thereof. Every conveyance of any lot located within the Properties shall be and is subject to these covenants, conditions, charges, liens, restrictions and easements.

ARTICLE I. DEFINITIONS

The following words, *when used* in this Homes Association Declaration, or any supplemental Homes Association Declaration, shall have the following meanings:

1.1. "*Association*" shall mean and refer to the CIMARRON TRAILS ASSOCIATION, its successors and assigns.

1.2. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Properties or any residential living unit which is situated on the Properties, including contract sellers, but excluding and not referring to those having such interest merely as security for the performance of any obligation, until such excluded person shall have acquired title thereto pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.3. "*Properties*" shall mean and refer to that certain real property hereinbefore described as the included Blocks 2, 4 thru 9 inclusive, 11 through 15 inclusive and 17 thru 23 inclusive of CIMARRON TRAILS, and such additions thereto as may hereafter be brought hereunder.

1.4. "*Common Area*" shall mean any and all real property (including the improvements thereon) which may hereafter be owned by the Association for the common use and enjoyment of the Owners.



1.5. “*Lot*” shall mean and refer to any plot of land shown upon the recorded subdivision map which map includes the Properties, on which plot of land there is located one residential living unit, with the exception of any Common Area.

1.6. “*Declarant*” shall mean and refer to Southwest Tracor Homes, Inc., its successors and assigns.

1.7. “*Restrictions*” as used herein shall refer to that certain Declaration of Covenants, Conditions and Restrictions for CIMARRON TRAILS filed in the office of the Recorder of Deeds, Cass County, Missouri, on [April 30], 1982, in Book [816], at Page [153], and all amendments thereto.

ARTICLE II. PROPERTY RIGHTS

2.1. *Owner’s Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area;
- (b) the right of the Association to suspend the voting rights and the right to the use of any such recreational facilities by an Owner for any period during which any assessment against its Lot remains unpaid and for a period not to exceed 60 days, for any single act which is an infraction of its published rules and regulations (the continuation of such act to be additional cause for continuing suspension until cure of such act);
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association; provided, however that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Members of the Association having two-thirds (2/3) of the voting rights of the Association at the time of such dedication or transfer has been filed of record in the office of the Recorder of Deeds, Cass County, Missouri.

2.2. *Delegation of Use.* Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities, if any, to the members of its family, its tenants or contract purchasers from it who reside on the Lot.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. *Membership.* Every Owner of a Lot which is subject to assessment hereunder shall be a member of the Association (“Member” herein). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to such assessment.

3.2. *Voting Rights.* The Association shall have two classes of voting membership:

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

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to six votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership in the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A Membership are equal to the total votes outstanding in the Class B Membership, or
- (b) on January 1, 1987.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

4.1. *Creation of the Lien and Personal Obligation of Assessments.* The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, both types of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the Lot(s) against which any such assessment is made. Each such assessment, together with interest at the highest legal rate therefor, costs and reasonable attorney's fees arising out of the efforts in collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due.

4.2. *Purpose of Assessment.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of any Common Area, including, but not limited to, the establishment of adequate reserve funds for maintenance repairs and replacement of any portions or elements of the Common Area, if any, which must be replaced on a periodic basis.

4.3. *Basis and Maximum of Annual Assessments.* Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED TWENTY and NO/100 DOLLARS (\$120.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership, in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July from the month of July for the year next preceding.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the above-described Consumer Price Index formula, by a vote of the Members, for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, *provided that* any such change shall have the assent of two-thirds (2/3) of the votes of the Members of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, pursuant to written notice. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

4.4. *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto, *provided that* any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5. *Notice and Quorum For Any Action Authorized Under Articles III and IV.* Written notice of any meeting called for the purpose of taking any action authorized under Article IV hereof, shall be sent to all Members, not less than thirty (30) days nor more than sixty (60) days in advance of the date set for the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6. *Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7. *Date of Commencement of Annual Assessment: Due Dates.* The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.



4.8. *Effect of Nonpayment of Assessment: Remedies of the Association.* Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest legal rate of interest chargeable therefor, whichever is greatest. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien therefor against the Property. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of its Lot.

4.9. *Subordination of the Lien to Mortgages.* The lien of the assessment as provided for herein shall be subordinate to the lien of any first deed of trust against any Lot. Sale or transfer of any Lot shall not affect the assessment lien, provided however, that the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment which thereafter becomes due or from the lien thereof.

ARTICLE V. ASSUMPTION OF RIGHTS OF DECLARANT

By virtue of the above-mentioned Declaration of Covenants, Conditions and Restrictions, it is contemplated that Declarant will, at the point in time when its membership in the Association is converted to Class A under Article III hereof, or on January 1, 1987, which ever first occurs, Declarant will assign to the Association, *inter alia*, its rights to Architectural Control, its rights to enforce exterior maintenance, interior maintenance and repair obligations, and its other rights all as set out in the above-mentioned Restrictions. Said assignment shall not require acceptance by an affirmative act of the Association or its Members, but rather shall be deemed accepted when a written instrument executed on behalf of Declarant, its successors or assigns, purporting to effectuate such an assignment, is filed of record in the office of the Recorder of Deeds of Cass County, Missouri. The rights, duties and obligations assigned by such writing shall inure to the benefit of, and be binding upon, the Association from and after the effective date of such writing so filed of record.

ARTICLE VI. EXERCISE OF AUTHORITY HEREUNDER

Except as otherwise specifically set forth hereunder, the rights of the Association hereunder, and its rights under the Restrictions when assigned to it, shall be exercised by vote of two-thirds (2/3) of its Directors in a duly called and convened meeting thereof at which a quorum is present.

ARTICLE VII. ADDITION OF OTHER LAND

The Declarant may from time to time add to the Properties as if now or hereafter owned or approved for addition by said Declarant, provided that the land so added to the Properties shall at the time be bound by all of the terms of this Declaration and any future modifications thereof.

ARTICLE VIII. GENERAL PROVISIONS

8.1. *Enforcement.* The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, the duties, charges, covenants and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any duty or change herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2. *Severability.* Invalidation of any one of the duties, charges covenants or restrictions herein contained by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.3. *Amendment.* Each of the covenants, duties, rights, charges and restrictions herein set forth shall continue and be binding upon the Owners and the Declarant, and upon their and its successors and assigns, until December 31, 2030, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, providing, however that prior to January 1, 1984, the Declarant, and thereafter, the Owners of fee simple title to 75% of the Lots, may amend this Declaration and/or release all of the land specifically hereby restricted from any one or more of such restrictions, covenants, charges or duties by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Cass County, Missouri.

8.4. *FHA/VA Approval.* As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration.

◀Articles of Homes Association Declaration – cont. ▶

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this [20th] day of [April], 1982.

SOUTHWEST TRACOR HOMES, INC

Declarant

By: _____ [F.B. Chris Freeman, Jr.] _____

Secretary

President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this [20th] day of [April], 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came [F.B. (Chris) Freeman, Jr.] of Southwest Tracor Homes, Inc., and who is personally known to me to be the same person who executed the within instrument on behalf of said Southwest Tracor Homes, Inc., and such person duly acknowledged the execution of the same to be the act and deed of said Southwest Tracor Homes, Inc.; and that he has read the foregoing Declaration and knows the contents thereof, and that the same is true to his own knowledge.

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

My Commission Expires:

_____ [November 2, 1984] _____

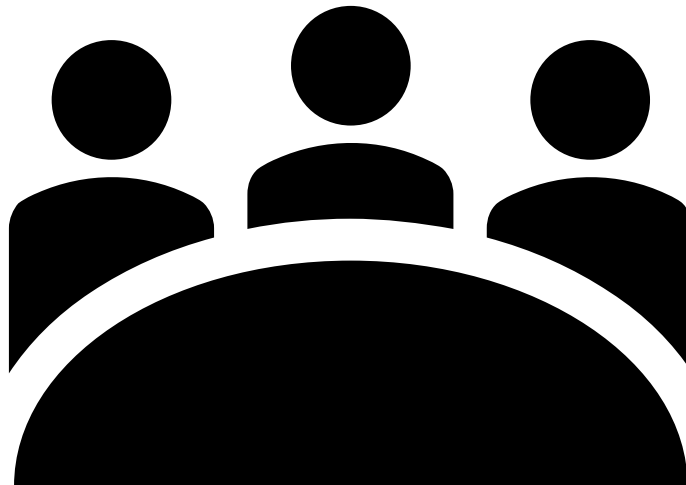
_____ [Linda S. Ray] _____

Notary Public

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**Articles of By-Laws
Of
Cimarron Trails Association, Inc.
A Missouri Not for Profit Corporation**

Amended and Adopted March 1, 2020



PART 3 of 4

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**ARTICLES OF BY-LAWS
OF
CIMARRON TRAILS ASSOCIATION, INC.
A MISSOURI NOT FOR PROFIT CORPORATION
ARTICLE I. OFFICERS AND REGISTERED AGENT**

Section 1. *Corporate Offices*. The principal office of Cimarron Trails Association, Inc. (the "Association"), shall be located in Belton, Missouri. The Association may have such other offices, either within or without the State of Missouri, as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 2. *Registered Office and Registered Agent*. The location of the registered office of the Association, as required by the General Not-for-Profit Corporation Law of Missouri, shall be maintained at 414 Remington Plaza Court, Raymore, Missouri, or at such other address as may be designated from time to time by the Board of Directors. The name of the registered agent of the Association at such address shall be Alan R Jones, CPA, or such other person as may be designated from time to time by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. *"Declaration"*. "Declaration" shall mean and refer to the *Declaration of Covenants, Conditions and Restrictions for Cimarron Trails* recorded in the Recorder's Office of Cass County, Missouri, in Book 816 at Page 153, and as same may be amended from time to time as therein provided.

Section 2. *"Homes Association Declaration"*. "Homes Association Declaration" shall mean and refer to the *Homes Association Declaration for Cimarron Trails*, recorded in the Recorder's Office of Cass County, Missouri, in Book 816 at Page 154, and as same may be amended from time to time as therein provided.

Section 3. *"Properties"*. "Properties" shall mean and refer to that certain real property described in the *Articles of Incorporation*, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. *"Common Area(s)"*. "Common Area(s)" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. *"Lot(s)"*. "Lot(s)" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area(s).

Section 6. *"Owner(s)"*. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. *"Declarant"*. "Declarant" shall mean and refer to Southwest Tracor Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. *"Member(s)"*. "Member(s)" shall mean and refer to those persons entitled to membership of the Association as provided in the *Articles of Incorporation* and the *Homes Association Declaration*.

ARTICLE III. MEMBERS

Section 1. *Rights and Obligations of Members*. The members shall have such rights and obligations, including voting rights, as set forth in the Association's *Articles of Incorporation*, the *Declaration*, and the *Homes Association Declaration*.

Section 2. *Annual Meeting*. The annual meeting of the members shall be held during the last quarter of the calendar year, designated on a date and time by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. No date shall be designated for the annual meeting upon a legal holiday in the State of Missouri.

Section 3. *Special Meeting*. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, by the Secretary, by the Board of Directors, or by the members of the Association having not less than one-twentieth (1/20th) of the voting rights of the Association.

◀ Articles of By-Laws – cont. ▶

Section 4. *Place of Meeting.* The Board of Directors may designate any place, either within or without the State of Missouri, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association in the State of Missouri.

Section 5. *Notice of Meeting.* Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or other persons calling the meeting, to each member entitled to vote at each meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage prepaid, addressed to the member at his address as it appears on the records of the Association. Whenever any notice is required to be given to any member under the provisions of these By-Laws, or of any law, a waiver thereof signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice. To the extent provided by law, attendance at any meeting shall constitute a waiver of notice of such meeting.

Section 6. *Voting Record.* The officer or agent having charge of the membership records of the Association shall make a complete record of the members entitled to vote at each meeting of members or any adjournment thereof, arranged in alphabetical order. Such record shall be kept on file at the registered office of the Association for a period of ten (10) days prior to the meeting and shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original membership records, or a duplicate thereof, kept in the State of Missouri, shall be prima facie evidence as to who are the members entitled to examine such list, or to vote at any meeting of members. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 7. *Quorum.* The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the *Articles of Incorporation*, the *Declaration*, the *Homes Association Declaration* or these *By-Laws*. If less than a quorum of the members are represented at the meeting, a majority of the members so represented may adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment, without further notice. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 8. *Proxies.* At all meetings of members, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 9. *Manner of Acting.* Unless otherwise expressly provided by law, the *Articles of Incorporation*, the *Declaration*, the *Homes Association Declaration* or these *By-Laws*, the vote of a majority of the votes at a meeting at which a quorum is present shall constitute the act of the members.

ARTICLE IV. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE, QUALIFICATIONS

Section 1. *Number.* The business and affairs of the Association shall be managed by a Board of - seven (7) directors, who need not be members of the Association.

Section 2. *Term of Office.* At the first annual meeting of the members, they shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; at each annual meeting thereafter, the members shall elect such number of directors necessary to fill any expired terms of directors, for a term of three years.

Section 3. *Removal.* Any director may be removed from the Board, with or without cause, by a majority of the votes of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of this predecessor.

Section 4. *Compensation.* No director shall receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

◀Articles of By-Laws – cont. ▶

Section 5. *Action Taken Without a Meeting.* The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as thought taken at a meeting of the directors.

Section 6. *Qualifications.* Any director that is also a member of the Association, shall be currently and for the preceding one (1) year a member in good standing of the Association; including being current on his/her assessments (both regular and special), not in litigation against the Association or its Directors. Any director that becomes delinquent on his/her assessments while serving on the Board; shall have his/her voting rights as a Director suspended until becoming current, shall be given 60 days to become current with his/her assessments, if after 60 days of being delinquent his/her Board seat shall be deemed vacated through voluntary resignation.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 1. *Nomination.* Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of members. The nominating committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more voting members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members and non-members.

Section 2. *Election.* Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. *First Board of Directors.* The first Board of Directors shall be named by the Declarant, or its authorized agent, notwithstanding the foregoing.

ARTICLE VI. MEETING OF DIRECTORS

Section 1. *Regular Meeting.* Meetings of the Board of Directors shall be held annually after notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day, which is not a legal holiday.

Section 2. *Special Meetings.* Special meetings of the Board shall be held when called by the President of the Association, or by any two directors after not less than three (3) days notice to each director.

Section 3. *Quorum.* Unless otherwise expressly provided by law, the Articles of Incorporation, the Declaration, the Homes Association Declaration, or these By-Laws, a majority of the number of directors shall constitute a quorum for the transaction of business. Unless otherwise expressly provided by law, the Articles of Incorporation, the Declaration, the Homes Association Declaration, or these By-Laws, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE VII. BOARD POWERS AND DUTIES

Section 1. *Powers.* The Board of Directors shall have the power to:

- a. adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. suspend the voting rights and the right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- c. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by any other provision of these *By-Laws*, the *Articles of Incorporation*, the *Declaration*, or the *Homes Association Declaration*;

◀ Articles of By-Laws – cont. ▶

- d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive meetings of the Board of Directors; and
- e. employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties.

Section 2. *Duties.* It shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members and to present such statement at any special meeting when such statement is requested in writing by one-fourth of the members, including non-voting members.;
- b. to supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- c. as more fully provided in the Declaration and the Homes Association Declaration, to :
 - 1. fix the amount of the annual assessment against each Lot;
 - 2. attempt to collect all assessments not paid within thirty (30) days after the due date, including but not limited to foreclosure of the lien against any property for which assessments are not paid within thirty (30) days after the due date or the bringing of an action of law against the owner personally obligated to pay the same.
- d. issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers and/or employees having fiscal responsibility to be bonded, as it may deem appropriate;
- g. cause the Common Area to be maintained;
- h. cause the exterior of the Units subject to assessment for exterior maintenance to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. *Enumeration of Offices.* The offices of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and Treasurer, and such other officers as the Board may from time to time, by resolution, create.

Section 2. *Election of Officers.* The election of officers shall take place at the first meeting of the Board of Directors, and at subsequent meetings following each annual meeting of the members.

Section 3. *Term.* The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until his successor is elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. *Resignation and Removal.* Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. *Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces

Section 6. *Multiple Offices.* The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in case of special offices created pursuant to Section 1. of this Article.

◀Articles of By-Laws – cont. ▶

Section 7. *Duties*. The duties of the officers are as follows:

- a. President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all promissory notes.
- b. Vice-President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; service notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of accounts; cause an annual review of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX. COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these *By-Laws*, and in addition, shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The *Declaration*, the *Homes Association Declaration*, the *Articles of Incorporation*, and the *By-Laws* of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Cimarron Trails Association, Inc., Missouri, Corporate Seal.

ARTICLE XII. AMENDMENTS

Section 1. These *By-Laws* may be altered, amended, suspended, or repealed and new *By-Laws* may be adopted at any time and from time to time by the Board of Directors or by the members.

Section 2. In the case of any conflicts between the *Articles of Incorporation* and these *By-Laws*, the *Articles* shall control; and in the case of any conflict between the *Declaration* or the *Homes Association Declaration* and these *By-Laws*, said *Declarations* shall control.

ARTICLE XIII. ASSESSMENTS

As more fully provided in the *Declaration* and the *Homes Association Declaration*, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or the highest legal rate of interest chargeable therefor, whichever is greatest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIV. INDEMNIFICATION AND LIABILITY OF DIRECTORS AND OFFICERS

Each person who is or was a director or officer of the Association is or was serving at the request of the Association as a director or officer of another corporation (including the heirs, executors, administrators, or estate of such person) shall be indemnified by the Association to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Association, or, if serving at the request of the Association, as a director or officer of another corporation. The indemnification provided by this by-law provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other by-law or under any agreement, vote of members or disinterested directors or otherwise, and shall not limit in any way any right which the Association may have to make different or further indemnifications with respect to the same or different persons or classes of persons. No person shall be liable to the Association for any loss, damage, liability, or expense suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association or of any other corporation which he serves as a director or officer at the request of the Association, if such person (i) exercised the same degree of care and skill as a prudent man would have exercised under the circumstances in the conduct of his own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the Association, or for such other corporation, or upon statements made or information furnished by directors, officers, employees, or agents of the Association, or for such other corporation, which he had no reasonable grounds to disbelieve.

ARTICLE XV. FISCAL YEAR

The fiscal year of the Association shall be as determined by the Board of Directors.

ORIGINAL CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Cimarron Trails Association, Inc., a Missouri not for profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said corporation, as duly adopted at meeting of the Board of Directors thereof held on the 7th day of October, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 7th day of October, 1982.

/s/ SUSAN J. ROLLER
Secretary

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary/Treasurer of the Cimarron Trails Association, Inc., a Missouri not for profit corporation, and,

THAT the foregoing By-Laws constitute the to date By-Laws of said corporation, as duly adopted at meeting of the Board of Directors thereof held on the 1st day of March, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 1st day of March, 2020.

/s/ David S Williams
Secretary/Treasurer

BY-LAWS AMENDMENTS BY APPEARANCE

ARTICLE I. Section 2. Registered Office and Registered Agent. The location of the registered office of the Association, as required by the General Not-for-Profit Corporation Law of Missouri, shall be maintained at ~~4006 Grand Avenue, Suite 1050, Kansas City, Missouri~~ 414 Remington Plaza Court, Raymore, Missouri, or at such other address as may be designated from time to time by the Board of Directors. The name of the registered agent of the Association at such address shall be ~~Phillip A. Kusnetzky~~ Alan R Jones, CPA, or such other person as may be designated from time to time by the Board of Directors.

(Change/Update the address and name of the current Registered agent on record as of March 1, 2020, with the State of Missouri – Board of Directors March 1, 2020)

Article III. Section 2. Annual Meeting. The annual meeting of the members shall be held ~~on the second Tuesday in the month of August in each year, at 10:00 a.m., or at such other time or on such other day as may be designated from time to time by the Board of Directors,~~ during the last quarter of the calendar year, designated on a date and time by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. ~~If the day fixed for the annual meeting shall be a legal holiday in the State of Missouri, such meeting shall be held on the next succeeding business day. No date shall be designated for the annual meeting upon a legal holiday in the State of Missouri.~~

(Change to Section 2 the “fixed” date of annual meeting from the second Tuesday in August to being held in the last quarter of the calendar year to be designated by the Board of Directors – Board of Directors March 1, 2020)

ARTICLE IV. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE, QUALIFICATIONS

(Add “Qualifications” to the Article title. - Board of Directors, August 21, 2016)

ARTICLE IV. Section 1. Number. The business and affairs of the Association shall be managed by a Board of ~~seven (7)~~ nine (9) directors, who need not be members of the Association.

(Change to Section 1, the number of directors from seven (7) to nine (9) directors – Board of Directors, June 5, 2016)

ARTICLE IV. Section 1. Number. The business and affairs of the Association shall be managed by a Board of ~~nine (9)~~ seven (7) directors, who need not be members of the Association.

(Change to Section 1, the number of directors from nine (9) to seven (7) directors – Board of Directors, September 20, 2017)

ARTICLE IV. Section 6. Qualifications. Any director that is also a member of the Association, shall be currently and for the preceding one (1) year a member in good standing of the Association; including being current on his/her assessments (both regular and special), not in litigation against the Association or its Directors. Any director that becomes delinquent on his/her assessments while serving on the Board; shall have his/her voting rights as a Director suspended until becoming current, shall be given 60 days to become current with his/her assessments, if after 60 days of being delinquent his/her Board seat shall be deemed vacated through voluntary resignation.

(Add “Section 6” in its entirety to Article IV – Board of Directors, August 21, 2016)

ARTICLE VIII. Section 7. Subsection a. President: the President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all ~~checks and~~ promissory notes.

(Removed the requirement for the President to co-sign all checks – Board of Directors, August 30, 2016)

ARTICLE VIII. Section 7. Subsection d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; ~~shall sign all checks and promissory notes of the Association;~~ keep proper books of accounts; cause an annual review ~~audit~~ of the Association’s books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

(Removed the requirement for the Treasurer to co-sign all checks and promissory notes of the Association and changed the requirement for an audit to a review. – Board of Directors, August 30, 2016)

BY-LAWS AMENDMENTS BY DATE

June 5, 2016

ARTICLE IV. Section 1. Number. The business and affairs of the Association shall be managed by a Board of ~~seven (7)~~ nine (9) directors, who need not be members of the Association.

(Change to Section 1, the number of directors from seven (7) to nine (9) directors – Board of Directors, June 5, 2016)

August 21, 2016

ARTICLE IV. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE, *QUALIFICATIONS*

(Add “Qualifications” to the Article title. - Board of Directors, August 21, 2016)

August 21, 2016

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August 30, 2016

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(Removed the requirement for the Treasurer to co-sign all checks and promissory notes of the Association and changed the requirement for an audit to a review. – Board of Directors, August 30, 2016)

September 20, 2017

ARTICLE IV. Section 1. Number. The business and affairs of the Association shall be managed by a Board of ~~nine (9)~~ seven (7) directors, who need not be members of the Association.

(Change to Section 1, the number of directors from nine (9) to seven (7) directors – Board of Directors, September 20, 2017)

March 1, 2020

ARTICLE I. Section 2. Registered Office and Registered Agent. The location of the registered office of the Association, as required by the General Not-for-Profit Corporation Law of Missouri, shall be maintained at ~~1006 Grand Avenue, Suite 1050, Kansas City, Missouri~~ 414 Remington Plaza Court, Raymore, Missouri, or at such other address as may be designated from time to time by the Board of Directors. The name of the registered agent of the Association at such address shall be ~~Phillip A. Kusnetzky~~ Alan R Jones, CPA, or such other person as may be designated from time to time by the Board of Directors.

(Change/Update the address and name of the current Registered agent on record as of March 1, 2020, with the State of Missouri – Board of Directors March 1, 2020)

March 1, 2020

Article III. Section 2. Annual Meeting. The annual meeting of the members shall be held ~~on the second Tuesday in the month of August in each year, at 10:00 a.m., or at such other time or on such other day as may be designated from time to time by the Board of Directors, during the last quarter of the calendar year, designated on a date and time by the Board of Directors~~, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. ~~If the day fixed for the annual meeting shall be a legal holiday in the State of Missouri, such meeting shall be held on the next succeeding business day. No date shall be designated for the annual meeting upon a legal holiday in the State of Missouri.~~

(Change to Section 2 the “fixed” date of annual meeting from the second Tuesday in August to being held in the last quarter of the calendar year to be designated by the Board of Directors – Board of Directors March 1, 2020)

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**Articles of Declaration
of
Covenants, Conditions and Restrictions
(CC&Rs)
For
Cimarron Trails**



PART 4 of 4

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**ARTICLES OF DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs)
FOR CIMARRON TRAILS**

THIS DECLARATION AND DEDICATION, made this 20th day of April, 1982, by Southwest Tracor Homes, Inc., a corporation existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, Southwest Tracor Homes, Inc. (hereinafter referred to as "Declarant") filed with the Recorder of Deeds of Cass County, Missouri, at Harrisonville, a plat of the subdivision known as CIMARRON TRAILS - 1st Plat, a subdivision in the City of Belton, Cass County, Missouri in Plat Book 9 at Page 1 on April 19, 1982; and

WHEREAS, said CIMARRON TRAILS - 1st Plat, is composed of the following described lots and tracts in said subdivision, to-wit:

Block 3, Block 4, Lots 1 through 12 inclusive; Block 5, Lots 1 through 16 inclusive; Block 6, Lots 1 through 14 inclusive; Block 7, Lots 1 through 22 inclusive; Block 8, Lots 1 through 12 inclusive; and Block 9, Lots 9 through 12 inclusive; all a Part of the East ½ of Section 10, and a Part of the Northwest 1/4 of Section 11, Township 46, Range 33, in Belton, Cass County, Missouri; and

WHEREAS, Declarant anticipates recording additional plats to the said subdivision of CIMARRON TRAILS (the "Subdivision"); and

WHEREAS, all of the streets and roads shown on said recorded plat for use by the public have been dedicated to the public; and

WHEREAS, Declarant is the owner of all of the Blocks and Lots so shown on said recorded plat and now desires to place certain restrictions on the real property therein known as:

Block 4, Lots 1 through 12 inclusive; Block 5, Lots 1 through 16 inclusive; Block 6, Lots 1 through 14 inclusive; Block 7, Lots 1 through 22 inclusive; Block 8, Lots 1 through 12 inclusive; and Block 9, Lots 9 through 12 inclusive; all a Part of the East ½ of Section 10, and a Part of the Northwest 1/4 of Section 11, Township 46, Range 33, in Belton, Cass County, Missouri (the "Properties"),

all of which restrictions shall be for the use and benefit of Declarant as the present owner thereof and for its future grantees and assigns, it being Declarant's intention to sell, transfer and convey all lots and residential living units located within the Properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Declarant, for itself and its successors and assigns, and for its future grantees, hereby agrees that all of the lots in the Properties, as shown on the above-described plat, shall be and they hereby are restricted as to their use in the manner hereinafter set forth, and that said lots shall be held, transferred, sold, conveyed, and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens as set forth in this Declaration, in order to protect the value, desirability and attractiveness of the same. Said easements, covenants, restrictions and conditions shall run with the herein described Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties, or any part thereof, and shall inure to the benefit of each owner thereof. Every conveyance of any real estate located within the enumerated Blocks on the above-mentioned plat encompassing the Properties shall be and is subject to these covenants, conditions, charges, liens, restrictions and easements.

ARTICLE ONE

Definitions

The following words, when used in this *Declaration*, or any supplemental *Declaration*, shall have the following meanings:

1.1 “*Owner*” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Properties or any residential living unit which is situated on the Properties, including contract sellers, but excluding and not referring to those having such interest merely as security for the performance of an obligation, until such excluded person shall have acquired title thereto pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.2 “*Properties*” shall mean and refer to that certain real property hereinbefore described as the included Blocks 2, 4 through 9 inclusive, 11 through 15 inclusive and 17 through 23 inclusive, of Cimarron Trails and such additions thereto as may hereafter be brought hereunder.

1.3 “*Lot*” shall mean and refer to any plot of land shown upon the recorded plat of the Properties on which there is located one residential living unit.

1.4 “*Street*” shall mean any street, road, drive or avenue of whatever name, as shown on said plat.

1.5 “*Outbuilding*” shall mean an enclosed, covered structure, not directly attached to the residential living unit to which it is appurtenant.

1.6 “*Declarant*” shall mean and refer to Southwest Tracor Homes, Inc., its successors and assigns.

1.7 “*Residential Living Unit*” or “*Unit*” shall mean and refer to one single family residential unit designed and intended for use and occupancy as a residence by a single family which may be joined together with at least one additional single family residential unit by a common wall, roof and foundation.

1.8 “*Duplex*” shall mean and refer to one building designed to contain, and containing, two residential living units.

ARTICLE TWO

Persons Bound by Restrictions; Property Subject to this Declaration; Additions

2.1 *Persons Bound.* All persons, corporations, trusts, partnerships or other entities who or which may own or shall hereafter acquire any interest in any of the above-described lots hereby restricted, shall be taken to hold and agree in covenant with the owners of all other of said lots, and with their respective successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the maintenance and repair of residences and improvements thereon for a period of time ending on December 31, 2030, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

2.2 *Property Subject.* The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this *Declaration* as of the date of this *Declaration* will be known and described as Blocks 2, 4 through 9 inclusive; 11 through 15 inclusive; and 17 through 23 inclusive; Cimarron Trails Subdivision, Belton, Cass County, Missouri, as identified on the above mentioned Subdivision Plat of the said Cimarron Trails Subdivision, as recorded in the office of the Recorder of Deeds for Cass County, Missouri, at Harrisonville.

2.3 *Additions to Subject Property.* The Declarant, its successors and assigns, shall have the right to subject additional land to the terms and conditions of this *Declaration* at any time. The additions of additional land to this *Declaration* shall be made by filing of record a supplemental *Declaration of Covenants, Conditions and Restrictions* with respect to the additional property which shall extend the terms and conditions of the covenants and restrictions of this *Declaration* to such additional property. Said Supplemental Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in this *Declaration* as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants, conditions and restrictions established by this *Declaration* against the original submitted land.

ARTICLE THREE
Architectural Control

Except for the original construction and the repair or replacements thereof by Declarant, no improvement, whether a building, fence, wall, roof or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration thereof (including, without limitation, any change in exterior color or change to any driveway or other paved area) be made until the plans and specifications for the same, showing all construction details including the nature, kind, shape, height, materials, color, floor plans and location and approximate cost of the same, shall have been submitted to and approved in writing by the Declarant or its successors or assigns. For these purposes, as well as for the purpose of enforcing all other rights and restrictions herein contained, the Declarant may transfer said rights to a Homes Association to be formed for the Properties, the same to be composed of owners of all lots in said Properties. Upon such transfer, the transferee shall succeed to the rights of approval or rejections herein granted to Declarant. Such approval or denial thereof shall be based upon Declarant's opinion as to the suitability and desirable nature of same. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been granted.

Declarant shall have the right to deny approval of any plans or specifications so submitted which are not, in its sole opinion, suitable or desirable for aesthetic or any other reasons, and shall have the right to take into consideration the harmony and conformity of the structure with the surrounding structures and the suitability of the same with the surrounding area and topography and the effect of such structure or building as seen from adjacent or neighboring properties. Any subsequent replacements, alteration, repainting or improvements of any building, fence, wall or other structure, also shall be subject to such prior approval of the Declarant.

Notwithstanding the foregoing, no approval of any proposed fence on any lot shall be given by Declarant, which proposed fence is more than six (6) feet in height, or which is to be placed on any utility easement mentioned herein, or which does not include an unlocked gate for ingress and egress over all portions of a lot or which is intended for any area between the front of a residential unit and the adjacent street. Additionally, no such approval shall be given of any request to change the color or type of material of any exterior wall or roof of any Unit unless the request for approval be submitted by the owner(s) of, and for such a change to, both Units of a duplex building in the Properties.

Upon the approval by Declarant of any duly submitted plans and specifications, the owner submitting same shall secure all required permits and approvals by the applicable governmental agency authorized to issue same.

Construction or alterations in accordance with plans and specifications so approved shall be commenced within two (2) months following the date upon which the same are approved, and shall be substantially completed within six (6) months following the date of commencement or within such longer period as the Declarant shall specify in its approval. In the event construction is not commenced and completed respectively within said periods, then such approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article Three shall again be required. There shall be no deviation from plans and specifications so approved without the prior consent in writing of the Declarant. Approval for use on any lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Declarant to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are subsequently submitted for use upon any other lot or lots. Notwithstanding the foregoing, exterior painting and the erection for change to a fence must be commenced within thirty (30) days of approval thereof and completed within sixty (60) days of such approval.

Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Declarant, the Declarant shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall or other improvements or structures referred to in said certificate have been approved by the Declarant and constructed or installed in full compliance with the provisions of Article Three of this *Declaration*.

In the event any building, fence, wall or other improvements or structure or painting thereof shall be commenced, erected, placed, moved or maintained upon any lot, otherwise than in accordance with the provisions and requirements of this Article Three, then the same shall be considered to have been undertaken in violation of this Article Three and without the approval of the Declarant required herein. Upon written notice from the Declarant, such building, fence, wall or other structure or improvements shall be promptly removed or returned to its former status or such work completed in accordance with approved plans and specifications. In the event the same is not so removed and returned to its former status, or the violation is not otherwise corrected or terminated within fifteen (15) days after notice of such violation is delivered to the owner of the lot upon which such violation exists, then the Declarant shall have the right, through its agents and employees, to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate such violation and the

cost thereof may be assessed against the lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall be come due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot. The Declarant shall have the further right, through its agent, or employees to enter upon and inspect any lot or unit at any reasonable time for the purpose of ascertaining whether any violation of any of the provisions of this Article, or any of the other provisions or requirements of this *Declaration*, exist on such lot or, in or on such unit; and neither the Declarant nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE FOUR Use

4.1 *Single Family Residence Use Only.* None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes. Any building erected or maintained on any of the lots hereby restricted shall be designed for occupancy as a single family living unit. No business Outbuilding shall be erected, nor business of any nature conducted, on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, provided, however, that the Declarant reserves the right to maintain a residential real estate sales office upon any of the lots owned by it for the purpose of promoting, advertising for sale, showing, and selling lots.

4.2 *Prohibited Uses in General.* No noxious or offensive activity may be carried on or permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall any part of the premises be used for business, professional, commercial, religious or institutional purposes, provided, however, the foregoing restrictions shall not apply to the business activities or the construction and maintenance of residential buildings by the Declarant, its successors or assigns, in furtherance of its powers and purposes as herein set forth.

4.3 *Temporary Structure.* No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other Outbuildings shall be placed upon or used on any lot at any time as a residence or for any other purpose, either temporarily or permanently.

4.4 *Outbuilding Prohibited.* No building or other detached structures appurtenant to the residence may be erected or placed upon any of the lots hereby restricted without the prior consent in writing of the Declarant, its successors or assigns.

4.5 *Sodded Yards.* The entire front yard and side yards of every lot shall be sodded with grass.

4.6 *Signs.* No sign of any kind shall be displayed to the public view on any lot, other than one professional sign of not more than one (1) square foot in size, for the sole purpose of advertising a unit for sale or rent. This restriction shall not apply to the activities of Declarant, its successors or assigns, in furtherance of its powers and purposes herein set forth.

4.7 *Livestock and Poultry - Pets.* No animals, livestock, fish, poultry or birds of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other commonly accepted household pets may be kept in reasonable numbers provided that such pets are not kept, bred, or maintained for any commercial purposes.

4.8 *Garbage and Refuse Disposal.* No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in containers, which containers shall be kept in closed garage or carport closed storage area, screened from the view of neighboring units until the date of pick-up thereof. All such containers shall be kept in a clean and sanitary condition. No rubbish, trash, garbage or other materials shall be burned on any lot or any adjacent land or streets. Incinerators of every kind shall be prohibited.

4.9 *Sight Distance at Intersection.* No fence, wall or hedge planting which obstructs sight-lines and elevation between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain in such distances of said intersections unless the foliage line is maintained at significant height to prevent obstruction of sight-lines.

4.10 *Above-Ground Swimming Pools Prohibited.* No above-ground swimming pool may be maintained on any of the lots.

◀ Articles of Declaration of Covenants, Conditions and Restrictions – cont. ▶

4.11 *Automobile Repairing and Storage of Automobiles, Boats, Trailers and Other Vehicles.* No automotive repair or re-building or any other form of automobile manufacture, whether for hire or otherwise, shall occur on any of the lots hereby restricted except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage or carport built on any lot and permitted under other provisions of these restrictions. Boats, trailers, mobile homes, trucks larger than three quarter ton and like vehicles shall not be stored or parked on any lot or on any adjacent street, except for temporary loading or unloading. No vehicle, boat, aircraft, trailer or other means of transportation, storage or transport shall be kept at any time on any portion of a lot except upon the paved driveway thereon and in the garage or carport thereon.

4.12 *Garage Doors.* Any doors on garages located on the lots hereby restricted shall be kept closed except when open for the purpose of parking or removal therefrom of motor vehicles.

4.13 *Antennas.* No radio or television antenna, dish, disc or other receiving or transmitting device shall be affixed to or placed upon an exterior wall or roof of a unit, nor placed free-standing on any lot, without the prior written consent of the Declarant, its successors and assigns.

4.14 *Bicycles, Tools & Toys.* Bicycles, tricycles, tools, toys and other personal property shall be properly stored in garage or carport except when being used.

ARTICLE FIVE
Party Walls, Common Roofs and Foundations

5.1 *In General.* The rights and duties of the owners of lots with respect to walls erected between adjoining residence units and common roofs and foundations of individual buildings containing residential living units shall be governed by the following:

(a) Each wall which is constructed as a part of the original construction or replacement thereof, any part of which is located on a dividing line between separate lots shall constitute a party or common wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of the restrictive covenants, contained in this Article Five. To the extent not inconsistent herewith, all general rules of law regarding party walls of each owner shall be applied concerning such walls.

(b) Each foundation and roof which is constructed as a part of the original construction of a two-family structure or any replacement thereof shall constitute a common foundation and a common roof respectively. With respect to any such common foundation or common roof, each of the adjoining owners shall assume the burdens and be entitled to the benefits of the restrictive covenants contained in this Article Five. To the extent not inconsistent herewith, all rules of law regarding party walls shall be applied concerning such common foundations and common roofs.

(c) In the event any such party wall, common foundation, or common roof is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his or her family so as to deprive the other adjoining owner of the full use and enjoyment of such wall, foundation or roof, the first mentioned owner shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

(d) In the event any such party wall, common foundation or common roof is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agent, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both owners shall equally bear the responsibility and pay the costs to rebuild or repair the same to as good condition as formerly.

(e) Notwithstanding any other provision of this Article Five, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(f) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

(g) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall, common foundation or common roof or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to both the Declarant and the other owner, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Declarant, or its successors or assigns. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners, and the third by the first two arbitrators so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon each of the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

ARTICLE SIX
Exterior Maintenance

Subject to the terms and conditions hereof, each owner shall maintain the exterior of his or her lot and residential living unit in a good state of repair, care and maintenance, including, but not limited to, the paint, trees, shrubs, grass and other landscaping, parking areas, roofs, gutters, downspouts, and exterior surfaces of each such unit, including any necessary repairs or replacements. By way of illustration, and without intending in any way to limit the foregoing, no grass or other ground cover shall be permitted to grow more than four (4) inches high before same is properly mowed and no exterior paint shall be allowed to peel or chip before the same is repainted. The provisions of this Article Six may be enforced under any other provisions of this instrument.

ARTICLE SEVEN
Interior and Other Maintenance

Subject to the terms and conditions hereof, each owner shall be responsible for the upkeep, maintenance, repair and care of the interior of his or her residential living unit and his or her patio area, if any, and for the upkeep, maintenance, repair and care of all other areas, features or parts of his or her lot and residential living unit. An owner shall do no act nor any work that will impair the structural soundness or integrity of the two-family building or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other unit therein or its owners. The responsibility of each individual lot owner shall include the obligation to maintain, repair and replace at his or her expense all portions of the interior of the residential living unit constructed thereon, including but not limited to all appliances, heating, plumbing, electrical, air conditioning and all other fixtures, and any portion of any utility service lines or facilities located within the lot or residential living unit constructed thereon, including all patios, grass, trees, or shrubs located thereon. Each owner shall be responsible for the repair, maintenance, care and replacement of all windows and other glass surfaces, lights, doors, entryways and all other interior improvements and fixtures which are appurtenant to each residential living unit, including without limitation responsibility for all breakage, damage, malfunction and painting and ordinary wear and tear.

ARTICLE EIGHT
Easements

8.1 *Blanket Utility Easements.* There is hereby created a blanket easement in favor of the Declarant, its successors and assigns, and the providing utility or service company or entity upon, across, over and under all existing utility lines as now installed, or as installed as a part of the original construction, repair or rehabilitation of the residential living units, or replacement thereof. Said easement shall be ten feet (10') in width and extend five feet (5') on each side of the utility line as so installed. There is hereby created a further blanket easement upon, across, over and under the above submitted land, for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephone, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said buildings. No sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said premises except as initially programmed or as hereafter approved by the Declarant, its successors or assigns. This easement shall in no way effect any other recorded easement on said premises.

8.2 *Encroachment Easement.* Each lot shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder thereof. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any two-family structure is partially or totally destroyed, and then rebuilt, the owners of the residential units contained in any such structure agree that minor encroachments of parts of the adjacent units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

8.3 *Easements for Ingress and Egress.* Declarant hereby establishes and reserves to itself, its successors and assigns, and hereby grants and dedicates to each owner of a lot and residential until subject to this *Declaration*, an easement of ingress and egress to and from their respective lot and residential unit to a public street.

◀ Articles of Declaration of Covenants, Conditions and Restrictions – cont. ▶

8.4 *Easement for Common Sewer Lines and Facilities; Obligations Relating Thereto.* Each lot shall be subject to a blanket easement upon, across, over and under each lot for ingress and egress for purposes of repairing and maintaining the common underground lines and facilities for sewerage and drainage now in place to serve both units of each duplex. The rights and duties of the owners of lots with respect to such common sewer lines shall be governed by the following:

- a. In the event that portion of the sewer line serving only one of the two units of any duplex becomes clogged and such clog does not affect service to the other unit, the entire cost of necessary repairs to allow service to be restored shall be paid by the owner of the unit whose service has been interrupted by reason thereof.
- b. In the event any portion of a common sewer line servicing both units of a duplex becomes clogged and such clog affects service to both units of the duplex, each owner of a unit shall pay 50% of the entire cost of necessary repairs to allow service to be resumed to both units. If, however, only one unit is occupied and the other unit is not occupied by one or more persons using such sewer line, the owner of the occupied unit shall pay the entire cost of such repairs.
- c. In the event any portion of the sewer line serving only one of the two units is required to be replaced in order to allow service to be resumed to that unit, it shall be replaced by that owner at his or her expense as a single underground service line not connected to the line serving the other unit. In such event, the replacement line shall be located under the lot on which the unit to be served is located, or under the adjacent lot if required to secure the required percentage of fall.

ARTICLE NINE

Damage or Destruction of Property

9.1 *Repair Obligation.* In the event any unit is damaged or destroyed by an owner or any of its guests, tenants, licensees, agents or members of its family, or in the event any owner fails to comply with the obligations of maintenance, care, replacement or additions set forth in Articles FIVE, SIX, SEVEN and NINE of this *Declaration*, such owner shall, within sixty (60) days from the date of the Notice from the Declarant, correct the default described in the Notice concerning such obligation to repair or rebuild or properly maintain the exterior or interior of said lot and residential living unit, in a good workmanlike manner and in substantial conformance with the original plans and specifications used in the construction thereof. In the event such owner refuses or fails to so repair or rebuild or properly maintain so as to correct the default described in the Notice within said 60-day period, Declarant, its successors and assigns, is hereby irrevocably authorized by such owner to repair or rebuild any such building and/or adjacent property or properly maintain the same in a good and workmanlike manner in substantial conformance with the original plans and specifications thereof. The owner shall then repay the Declarant, its successors or assigns, the amount actually expended for such repairs, rebuilding or maintenance.

9.2 *Lien Rights.* Each unit owner further agrees that any such charges for repairs or other expenditures, under Article NINE, paragraph 9.1, if not paid in full within ten (10) days after completion of the work and billing to the unit owner, shall be delinquent and shall become a lien upon said owner's lot and residential living unit, until the total amount is fully paid. Said charges shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate of interest permitted under applicable law, whichever is the lesser. The amount of principal and interest owed by said owner to the Declarant, its successors or assigns, shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Missouri.

9.3 *Legal Proceedings.* Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Declarant, its successors or assigns, or its agents, the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including those specified above, and such owner hereby expressly grants to the Declarant, its successors or assigns, a power of sale in connection with the exercise or enforcement of any said lien, such sale to be permitted with or without judicial order if after twenty-one (21) days written and published notice.

9.4 *No Effect on Insurance Policies.* Nothing contained in this Article Nine shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies of insurance had not this Article Nine been included herein.

9.5 *Arbitration of All Disputes.* In the event of a dispute between any one or more owners and the Declarant, its successors or assigns, or two or more owners with respect to any obligations of the owners under any sections of this Declaration, then upon written request of the owner(s) involved or the Declarant, its successors or assigns, addressed to the other party to such dispute, and to the Declarant if it not be a party to such dispute, the matter shall be submitted to

three arbitrators, one chosen by each of the parties to such dispute and the third by the two first arbitrators so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon each of the parties to such dispute, who shall share the cost of such arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

ARTICLE TEN

General Provisions

10.1 *Binding Effect and Enforcement.* The covenants, conditions, charges, liens, reservations, easements and restrictions contained herein shall run with the land and shall be binding upon all persons purchasing, owning, leasing, subleasing or occupying or otherwise having any interest in any lot in the Properties, their heirs, executors, administrators, successors, grantees and assigns. After the date on which this Instrument has been recorded, these restrictions may be enforced by the Declarant, successors or assigns, or by the owners of seventy-five percent (75%) of the lots acting jointly. All instruments of conveyance of any interest of all or any part of any lot or lots may contain the restrictions herein by reference to this instrument. The terms and conditions of this instrument shall be binding upon all persons affected by its terms, regardless of whether any reference is made to this instrument in the deed or other instrument of conveyance of any lot or lots. Enforcement hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation, or to recover damages or for both restraint and recovery of damages; provided, however, that a violation of these Restrictions, or any one or more of them, shall not affect the lien of any mortgage now of record or which may hereafter be placed of record upon any lot or any part thereof. In the event the Declarant, its successors or assigns, employs an attorney or attorneys to enforce any lien or the collection of any amounts due pursuant to this *Declaration*, or to enforce compliance with or specific performance of the terms and conditions of this *Declaration*, the owner or owners or other parties against whom the action is brought, shall pay all reasonable attorneys' fees and costs thereby incurred by any such enforcing party prevailing any such action. Nothing herein shall be deemed to indicate or construed to mean that damages at law constitute an adequate remedy for violation of a restriction herein.

10.2 *Waiver.* The waiver of, or failure to enforce, any breach or violation or threatened breach or violation of any covenant, condition or restriction herein contained shall not be deemed to be a waiver or abandonment of same, or a waiver of the right to enforce any subsequent breach or violation of same. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce same) had knowledge of the breach or violation. No covenant, condition or restriction contained herein shall be deemed to have been waived or abandoned unless this *Declaration* is amended to delete such restrictions pursuant to Article Eleven hereof.

10.3 *Equal Treatment of Owners.* These restrictions shall be applied to all owners without discrimination.

10.4 *Severability.* The invalidity of any one or more phrases, sentences, clauses, paragraphs, sections or articles hereof shall not affect the remaining portions of this instrument or any part hereof, all of which are included herein conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, sections or Articles contained herein should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections or Article or Articles had not been included herein.

10.5 *Gender.* The singular, wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.6 *Topical Headings.* The marginal or topical headings of the paragraphs contained in this *Declaration* are for convenience only and do not define, limit or construe the contents of the Articles or sections of this *Declaration*.

ARTICLE ELEVEN

Duration of Restrictions - Amendment

Each of the restrictions herein set forth shall continue and be binding upon the Declarant, and upon its successors and assigns, until December 31, 2030, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than seventy-five percent (75%) of the lots hereby specifically restricted, may amend this *Declaration* or may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Cass County, Missouri.

ATTEST

SOUTHWEST TRACOR HOMES, INC

[seal]

_____ [signature]

By: _____ [F.B. Chris Freeman, Jr.]

Secretary

President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this [20th] day of [April], 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came [F.B. (Chris) Freeman, Jr.], of [Southwest Tracor Homes, Inc.], who is personally known to me to be the said [President], and who is personally known to me to be the same person who executed the within instrument on behalf of said [Southwest Tracor Homes, Inc.], and such person duly acknowledged the execution of the same to be the act and deed of said [Southwest Tracor Homes, Inc.]; and that he has read the foregoing *Declaration* and knows the contents thereof, and that the same is true to his own knowledge.

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

_____ [Linda S. Ray]

Notary Public

My Commission Expires

[seal]

_____ [Nov. 2, 1984]

[stamp, seal, and signatures of Recorder of Deeds of Cass County, Missouri; Indexed 106

From

CIMARRON TRAILS ASSOCIATION, INC

(No payments accepted at this address)

PO BOX 113

BELTON MO 64012

To: