

**DECLARATION OF COVENANTS**  
**OF**  
**KENTUCKY PLACE**  
**(rough draft)**

THIS DECLARATION is made on this \_\_\_\_ day of \_\_\_\_\_ 2020, by Isosceles Properties, L.L.C., a Missouri Limited Liability Company, GRANTOR, consisting of Ryan Rader, Managing member (herein "Isosceles"), whose address is 4303 Merriam Drive, Overland Park, Kansas 66203.

WITNESSETH:

WHEREAS, Isosceles has developed a project known as "Kentucky Place" as a two unit house project for residential purposes and it is now desired to continue the development of such land for such purposes and to create and maintain a quality atmosphere, possessing features of more than ordinary value to a residential area consisting of two unit houses:

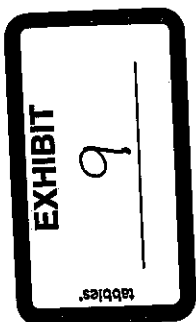
NOW, THEREFORE, in order to assist the developer and its grantees in order to provide the means necessary to maintain common areas and enhance property values and create a proper two unit house residential atmosphere about the aforesaid area described as the real property mentioned in Section 1 hereof, Isosceles does hereby subject the real property hereinafter described in Exhibit "A" to the terms and provisions as set forth and contained in this Declaration.

ARTICLE 1  
GENERAL

**Section 1. DEFINITIONS**

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meaning:

- a. Isosceles shall mean and refer to the Missouri Limited Liability Company, the owner of the above-captioned property.
- b. The "Property" shall mean Lot 1, Solid Rock Addition, a subdivision in Independence, Jackson County, Missouri, legally described in Section 2 hereof, and any and all improvements thereon and additional thereto, as are made subject to this Declaration.
- c. "Declarant" shall mean and refer to Isosceles, a Missouri Limited Liability Company, its successors and assigns, and shall include any person or entity to



which Declarant may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations are and shall be assignable.

- d. "Common Property" shall mean and refer to all of those areas of land within the property "other than any other unit", including any improvements thereon or therein, used for or intended to be used for the benefit of the remaining property or any portion thereof, whether owned by the Declarant or approved as such. By the way of illustration and not as a limitation thereof, Common Property shall consist of those areas identified as such on any recorded plat or its equivalent subject to this Declaration, including those areas identified as a special use whether such use be for private drive, street, walk or access, private utility easement, service, storm drainage or sewer, open space, parking space, buffer or berm, and any other such identifiable use.
- e. "Association" shall be defined as KENTUCKY PLACE OWNERS ASSOCIATION or its successors and assigns, a corporation under the laws of the State of Missouri for the purposes of the enforcement of these covenants, maintenance of common areas and such other purposes as may be laid out in the Articles and By-Laws of said corporation.
- f. "Unit" shall mean and refer to each individual and separately platted portions of the "Property" upon which a two unit house or structure may be located. The unit shall be an entire building or portion thereof and the membership and voting rights of said unit, as defined in Article II, Section 1, shall be determined by its square footage as described in Exhibit "B" attached hereto. Separate minor plats may be filed at later dates describing additional units within the area of the "Property".
- g. "Board" as used herein shall refer to the three members of the Board of Directors.
- h. "Board of Directors" shall mean and refer to the Board of Directors of the Kentucky Place Owners Association, a not-for-profit corporation.

## **Section 2. PROPERTY SUBJECT TO DECLARATION**

The real property covered by this Declaration is described in Exhibit "A" attached hereto plus such additional property, if any, which may hereafter from time to time be subjected to this Declaration pursuant to Section 3 of this Article. The property shall be owned, held, leased, sold and/or conveyed by the Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, reservations, development standards and assessments set further herein.

### **Section 3. ANNEXATION—ADDITIONAL PROPERTY**

Declarant may, from time to time, subject to this Declaration, annex such additional land as is now or hereafter approved for addition by Declarant, provided further that the land to be added shall at that time be bound by all terms of this Declaration and any future amendments and modifications thereof. The annexation of land to this Declaration shall be accomplished by and take effect upon the recording of an appropriate instrument in the office of the Recorder of Deeds of Jackson County, Missouri.

## **ARTICLE II OWNERS ASSOCIATION**

### **Section 1. MEMBERSHIP AND VOTING RIGHTS**

The owners of all the land described in Exhibit "A", together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinabove provided for, shall automatically be the members of an association, which is hereby created and established to be known as Kentucky Place Owners Association (the "Association"). The Association, not later than two years from the date hereof, shall be incorporated by Declarant under the laws of the State of Missouri as corporation not-for-profit. Membership in the Association shall be limited to the Owners of land and units within the boundaries of the Property as it exists from time to time. Each owner shall be entitled to one vote.

For a period of two (2) years next following the date hereof, Declarant shall assume the rights and duties of the Association with full power to act in its place. Declarant may, however, form the Association corporation at anytime prior to the expiration of said two (2) year period if Declarant, at its sole option, decides to do so and thereafter such rights and duties shall be exercised by such corporation.

The Association, after it becomes a not-for-profit corporation, shall have all of the powers held by Declarant prior to the incorporation of the Association. Said powers of the Declarant are as hereinafter set forth in this Declaration.

### **Section 2. NON-ASSIGNABILITY OF VOTING RIGHTS**

Voting rights are appurtenant to and may not be separated from the ownership of any lot or unit which is subject to assessment by this Declaration and the Association. Voting rights may not be assigned to a tenant and may only be assigned by proper form or proxy to a designated representative of the corporation, limited liability company, or partnership qualifying for membership as defined in Article II, Section 1, above.

### **Section 3. POWERS AND DUTIES OF THE ASSOCIATION**

The Association shall have the following powers and duties which it may exercise and perform whenever, in its discretion, it may deem them necessary or desirable, to wit:

- a. To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which have been herein, or may hereafter be imposed upon any of the land in such district, either in the form as originally placed thereon, or a modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, released or modifications as are permissible in the deed, declarations or contracts in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of the assignment exist. The expenses and cost of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restrictions.
- b. To manage and control, as Trustee for its members, all walkways, \_\_\_\_\_, \_\_\_\_\_, provided that such management and control of said places and improvements shall at times be subject to proper authority exercised by any city, township, county, and state, and/or any of them in which said places and improvements are Located.
- c. To provide for the collection and disposal of rubbish and other waste, when adequate services of that type are not available from any public source.
- d. To care for, water, spray, trim, protect and replant trees, grass and shrubbery, and re-sow grass and replace sod and other landscaping features in any area or portion of Kentucky Place.
- e. To mow and care for, maintain and remove all rubbish from land within the "Property" and to do those things necessary or desirable in the judgment of the officers of the Association to keep all land in the district neat in appearance and in good order.
- f. To provide for the plowing and removal of snow from walkways, driveways and parking areas, when such services are not available from any public source.
- g. To provide for the maintenance and repair of the detention area and common area and \_\_\_\_\_.

- h. To provide for the cleaning of driveways, gutters, catch basins, walkways, and for the repair and maintenance of storm sewers and appurtenant drainage facilities when such services are not available from any public source.
- i. To acquire and own the title to such real estate as may be offered to it for purchase or by gift and as may be necessary or convenient to carry out the purposes of the Association and to pay taxes on such real estate as may be owned by it, and to pay such taxes as may be assessed against land in public or semi-public places within the district.
- j. To exercise control over such easements as it may acquire from time to time.
- k. To levy and collect the assessments which are provided for in this declaration.

The Association shall at all times have the right, in its discretion, to go upon the private property of any of the owners of any portion of the real estate hereinabove described to do the work herein provided for in this Section 3 without the request of the owner thereof so to do and with or without the consent of said owner. An easement is hereby granted to the Association for these purposes.

Special assessments may be imposed by the Board of Directors upon any lot or land upon which units are located for the purpose of maintaining the exterior appearance thereof. If the owner shall have failed or refused to do such maintenance, including but not limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements necessary to keep the owner's property from deteriorating or becoming unsightly, then for the purpose of solely performing exterior maintenance authorized by this paragraph, the Association or its authorized agent shall have the right, if reasonable notice is given to the owner, to enter upon the lot at any reasonable hour on any day, except Sunday.

In addition to the foregoing, the Association may levy any special assessment against lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property relating thereto, providing that any such assessments have the assent of two-thirds (2/3) of the members voting in person or by proxy at a regular or special meeting.

#### **Section 4. COMMON PROPERTIES**

a. Easements of Enjoyment

Subject to the provisions of Paragraph (c) hereof, every member of the Association shall have a reciprocal easement of enjoyment in and to the Common Properties.

b. Title to the Common Properties

Declarant shall convey ownership of the Common Properties then owned by Declarant to the Association within two (2) years after its creation or within two (2) years after such property is designated for use as common property in accordance with Article I, Section 1(d), and the Association shall be responsible for their operation and maintenance.

c. Extent of Easements

The Association shall have the right to suspend the easements of enjoyment of any member, voting privileges, and right to maintenance of any member of the Association, to the extent any valid assessment levied under Article V hereof remains unpaid by such member.

#### **ARTICLE III BOARD OF DIRECTORS**

##### **Section 1. BOARD**

The Association shall have a Board of Directors ("Board") which shall consist of three (3) members who shall be natural persons.

##### **Section 2. DESIGNATION OR ELECTION OF BOARD**

The members of the Board shall be appointed, elected and/or removed as follows:

- a. Until Forty-five percent (45%) of the Property is sold by Declarant to other persons or legal entities, or until October 1, 2040, Declarant shall have the exclusive power and right to appoint and remove the members of the Board of Directors and to fill vacancies thereon.
- b. The initial Board shall consist of three (3) representatives who may be members of the Declarant or designated by the Declarant. Thereafter, subsequent members may be members of the Association or their assigns.
- b. After forty-five percent (45%) of the Property is sold by Declarant to other persons or legal entities, the persons or legal entities who own parcels of land in

the Property shall by majority vote have the exclusive power and right to elect for two (2) year terms and remove the members of the Board and to fill vacancies thereon. Owners may vote in person or by proxy at a meeting duly called for such purpose and place, written notice of which shall be given to all owners at least thirty (30) days in advance and shall set forth the purpose and place of such meeting.

### **Section 3. FUNCTION OF BOARD OF DIRECTORS**

No improvements, as that term is hereinafter defined, shall be erected, constructed, placed or altered on any portion of the Property until plans and specifications in such form and detail as the Board of Directors may deem necessary shall have been submitted to and approved in writing by such Board. The decision of the Board shall be final, conclusive and binding upon the applicant and upon all lands heretofore or hereafter subject to those restrictions.

### **Section 4. CONTENT OF PLANS AND SPECIFICATIONS**

Prior to the construction of any improvements or modifications, one set of plans and specifications shall be submitted to the Board of Directors or such other address as may be specified by the Board and shall include the following:

- a. Exterior elevations.
- b. Landscaping plan, including walkways, fences and walls elevation changes, watering systems, vegetation and ground cover.
- c. Fire protection system, if any.
- d. Proposed land usage and such other information as may be required by the then applicable zoning code of the City of Independence.

### **Section 5. DEFINITION OF "IMPROVEMENT"**

Improvement shall mean and include all buildings and roofed structures, parking areas, loading area, fences, walls, hedges, mass plantings, poles, driveways, ponds, recreational amenities, signs, exterior illumination, changes in any exterior color or shape and any new exterior construction or exterior improvement. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances.

## **Section 6. APPROVAL CRITERIA FOR THE BOARD**

Approval of plans and specifications shall be based, among other things, on general adequacy of site dimensions, structural design, conformity and harmony of exterior design and of location with neighboring structures and sites, relation on finished grades and elevations to neighboring sites, compliance with applicable governmental requirements and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

## **Section 7. LIMITATION OF LIABILITY**

Declarant shall not be liable for damages to anyone submitting plans to it and/or the Board for approval, or to any Owner, Tenant, prospective Tenant, buyer, prospective buyer, mortgagee, prospective mortgagee or any land affected by this Declaration, or any other person or entity, who is or may have any interest or prospective interest in any land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance or malfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Nothing in this paragraph shall be deemed to limit the liability of Declarant for any error or omission in any certificate furnished by Declarant pursuant to Section 3 of Article V hereof.

## **Section 8. LIMITATION OF BOARD ACTIONS**

If the Board fails to approve or disapprove the plans or specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that the Board has approved the plans and specifications submitted.

## **ARTICLE IV DEVELOPMENT STANDARDS**

Any offensive activity shall be prohibited. No exterior lighting shall be directed outside the boundaries of the lot and parcel or otherwise authorized by the Association.

## **Section 1. USES**

### **a. Permitted Uses**

Two unit houses.

### **b. Prohibited Uses**

The following uses of parcels of land in the Property are not permitted:



- 1) No sign advertising the sale or rental of a lot or land, whether improved or not, shall be erected, except those which have been furnished or approved by the developer, not more than five (5) square feet in area, advertising space for sale or rental by the owner of the commercial unit. No other signs may be placed or directed on the property without written approval of the Board of Directors.
- 2) Temporary structures are not permitted.
- 3) Further subdividing other than initial subdividing by the Declarant of parcels of land or units without prior written approval of the Declarant or its assigns is prohibited.

c. Permissible Uses

Subject to the limitations set forth in subsection (a) above, all lawful types of land uses consistent with the zoning ordinances and special use permit requirements of the City of Independence will be considered subject to acceptance and approval in writing by the Board.

**Section 2. SIGNAGE**

- a. N/A.

**Section 3. MAINTENANCE**

a. Duty of Maintenance

Owners of any unit in the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their unit in a well-maintained, safe, clean and attractive condition at all times. Declarant or the Association shall maintain and charge existing unit Owners pro rata for such services based upon the square foot of each unit Owner's unit divided by the total square footage of the buildings. Such maintenance includes, but is not limited to, the following:

- 1) Prompt removal of all litter, trash, refuse and waste.
- 2) Lawn mowing.
- 3) Tree and shrub pruning.
- 4) Watering by means of a lawn sprinkler system.
- 5) Keeping exterior lighting and mechanical facilities in working order.

- 6) Keeping lawn and green areas alive.
- 7) Keeping parking areas, driveways and roads in good repair.
- 8) Complying with all governmental, health and police requirements.

b. Maintenance Enforcement

If, in the opinion of Declarant, the Board, and/or the Association as appropriate, the Owner or occupant of any unit in the Property shall fail to keep the Unit maintained in compliance with this Declaration, the owner or occupant shall be notified of the deficiency with particularity. If within ten (10) days from such notice, remedial activities to correct the deficiency have not been begun to restore the parcel to a safe, clean, attractive and lawful condition, then Declarant, the Board, and/or the Association shall have the right to perform such necessary remedial activities. The costs shall be assessed against the Owner, and if the assessment is not paid within thirty (30) days after written notice, said assessment shall constitute a lien on that Unit and any such lien shall be enforced in the manner hereinafter provided.

#### **Section 4. RECIPROCAL EASEMENT**

a. Party Walls:

Each wall which is built as a part of the original construction of units upon the property and placed on the dividing line between two or more units shall constitute a party wall, and to the extent now inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence and willful acts or omissions shall apply thereto.

- 1) The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by unit owners who make use of the wall.
- 2) Notwithstanding any other provision of this Declaration, any unit owner who by his, her or its negligence or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.
- 3) The right of any unit owner to contribution from any other unit owner with respect to the obligations relating to party walls shall be considered an appurtenant right and pass to any and all successors in interest to the title of such unit.

- 4) The boundary line between units which share a party wall is and shall be deemed to be the centerline of the wall regardless of the actual location of the platted boundary line.

b. Reciprocal Easement

On any property subject to this Declaration that is divided, whether by plat or otherwise, into lots, blocks, parcels, tracts, etc., or portions thereof, and whose common boundary line is paved for parking and/or driveway, there is hereby created a reciprocal easement over such driveway and parking areas. All owners and invitees shall park or allow their invitees to park their motor vehicles on the designated parking areas shown on the Preliminary Plat and Site Plan recorded in conjunction with this Declaration.

ARTICLE V  
METHOD OF PROVIDING GENERAL FUNDS

**Section 1. ASSESSMENTS**

For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the improvements and render the services herein provided, all real estate lying within the boundaries of the district shall be subject to an annual assessment which will be levied by the Association annually in advance against the respective owners of the said assessable land subject thereto. Said assessable land shall be deemed to be all of the privately owned real estate in KENTUCKY PLACE, together with such other privately owned real estate as may, from time to time, be added to the said district as herein provided. The Association may, from year to year, fix and determine the total amount required in this general fund, and will levy and collect an annual assessment based upon the number of square feet of property, as defined below, of any one of the respective owners within the Property as now or hereafter established or pursuant to a fixed annual amount per unit (to be determined by Declarant/Board). The assessment of the privately owned property by the Association shall be reasonable, keeping in mind the needs of all of the owners of property within the Property, and concomitantly keeping in mind the obligations of the Association as herein set out. The assessments shall be based on the square footage of each unit Owner's unit divided by total square footage of the buildings.

When the Association is incorporated, but not later than \_\_\_\_\_ the initial assessment shall be \_\_\_\_\_ (\$\_\_\_\_\_) per square feet to be billed annually. Notice of any meeting called for the purpose of taking any action authorized for such an increase shall be sent no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the present fifty percent (50%) of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called with the same notice requirement and the required quorum of the subject meeting shall be one-half (½) of the required quorum of the preceding meeting.

The Association shall, upon demand, furnish a certificate in writing signed by an officer of the Association setting forth the assessments of specified lots which have personally been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of the payment of any assessment to have been paid.

## **Section 2. LIEN AND ENFORCEMENT**

The Owner of each parcel of land shall within thirty (30) days after the date upon which a notice of assessments pursuant to any provision of this Declaration is delivered to Owner or is mailed to Owner at the last address registered with the Association, or if none, at the address of the improvements, if occupied, remit the amount of such assessment to the Association. Any assessment not paid within the aforesaid 30-day period from the date of such notice shall bear interest after said 30-day period at the highest rate allowed by law until paid. All assessments not paid as set forth herein, plus accrued interest shall constitute a lien in favor of the Association on the parcel superior and prior to all other liens and encumbrances, except that each and every such lien shall (1) attach on the date of the recording of the Notice of Assessment (hereinafter defined) as hereinafter provided and (2) be subordinate, junior and inferior to liens for general taxes and special assessments, the lien of any mortgage of record and the tenancy rights of Tenants. If any such assessment is not fully paid within thirty (30) days after the date such notice was mailed as hereinabove provided, the Association to evidence such lien of record, may prepare a written notice (the "Notice of Assessment") setting forth the amount of such unpaid assessment, the date of such assessment, the name of the Owner or the apparent Owner and legal description of such parcel, and record such Notice of Assessment in the office of the Recorder of Deeds for Jackson County, Missouri.

Any assessments which are not paid when due shall become delinquent and become a lien upon the property. If the assessment is not paid within thirty (30) days after the due date, it shall bear interest from the date of delinquency at the rate of no less than one percent (1%) per month applied to the delinquent amount including prior interest and the Association may bring an action against the Owner personally, who is obligated to pay the same or close said lien against the property and the interest, cost, and reasonable attorneys fees for any such action shall be added to the cost of the amount of the assessment. A minimum fee of One Hundred Fifty Dollars (\$150) shall be levied by the Association if the lien is filed. No Owner may waive or otherwise escape liability from the assessments provided for herein by non-use of the Common Properties or abandonment of his lot or parcel. The Board of Directors may post, publish or mail a list of delinquent members, setting forth their names, address and the amount of delinquency and shall not be required to provide any advance notice of such action. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale or transfer of any lot or parcel shall not affect the assessment lien. However, the sale or transfer of any lot or parcel pursuant to first mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall not extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer

shall relieve such lot or parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Upon written demand from any Unit Owner, Declarant or the Association, as applicable, shall provide to such Unit Owner within ten (10) days of such request, an itemized accounting of all assessments collected and all operating expenses paid by such assessments. To the extent such actual assessments exceed actual spending expenses at years end, the surplus shall be carried over and shall be used to fund maintenance and operating reserved fund for use at the discretion of the Board of Directors.

### **Section 3. EXEMPT PROPERTY**

The following property subject to this Declaration shall be exempt from assessment created herein:

- a) All properties dedicated to and accepted by public and local public authorities.
- b) The Common Area Properties.

## **ARTICLE VI EASEMENTS AND UTILITIES**

### **Section 1. PROVISIONS FOR PARKING AND UTILITIES**

- a. Declarant and its members shall have no obligation with respect to bearing the cost of maintenance, repair and operation of the easement area, the same being funded by the annual maintenance assessments being provided by the members of the not-for-profit corporation.

### **Section 2. RESERVATION OF PERPETUAL EASEMENTS AND EXISTING UTILITIES**

Declarant states and the members acknowledge that certain utility conduits are located on or shall be located under the subject Property and that such conduits serve other portions of the members' buildings, which are owned by Declaration, the Association, or members. Declarant, for itself as well as others holding ownership interest in Kentucky Place, hereby reserves perpetual easement ten (10') or fifteen (15) feet in width as designated by the City of Independence for all underground lines or conduits with the line or conduit bring the centerline thereof or the utility line created or to be created on the subject plat across the subject Property for the purpose of operating, maintaining, inspecting, protecting, repairing, replacing and/or removal of the following utility lines or conduits:

- a. Underground telephone trunk lines easements, as legally described in the Plat and Site Plan attached hereto and incorporated herein by reference.
- b. Underground storm sewer easements, as legally described on attached hereto and incorporated herein by reference.
- c. Underground sanitary sewer easement, as legally described on attached hereto and incorporated herein by reference. Declarant and the Association shall have the right to relocate the underground sanitary sewer to the locations if required by rocks, disruption of service or other act, and said reconstruction shall be performed in a good workmanlike manner.
- d. Underground electrical conduit easement, as legally described on attached hereto and incorporated herein by reference.
- e. Underground water line easement, as legally described in attached hereto and incorporated herein by reference.
- f. Declarant or the Association or its assigns shall have reasonable temporary access across the subject property for the purpose of operating and maintaining, inspecting, protecting, replacing and removing the above lines and utility conduits. The Association agrees it will not unnecessarily interfere with members' business operations and shall use its best efforts to work during off-peak hours or in the cases of emergency.

## ARTICLE VII MISCELLANEOUS PROVISIONS

### Section 1. DURATION

This Declaration, every provision hereof and every covenant, condition restriction and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, subject to earlier termination as hereinafter provided, and shall thereafter be renewed automatically for successive twenty-five (25) year periods unless and until terminated as hereinafter provided.

### Section 2. MANAGEMENT

The Declarant in the interests of maintaining the external portions of the buildings and grounds hereby reserves the right to designate a management agent for the property. The management company shall serve the association in securing services for the external portions of the buildings and common properties, which shall include but not be limited to lawn and landscaping services, snow removal, trash service, external parking lot lighting repair and replacement, parking lot maintenance, and external building repair and or as stated in Article IV, Section 4. They may also calculate and

collect the yearly assessments for these services which shall be reviewed by the association which shall include the funds for the aforementioned services and taxes for the common properties.

### **Section 3. AMENDMENT AND TERMINATION**

This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation in whole or in part, as to the whole of said Property or any portion thereof, may be terminated, extended, modified or amended by a majority of the eligible votes of the Owners of the Property then subject to these restrictions provided, however, that during the initial twenty-five (25) year term of this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Such termination, extension, modification or amendment shall be immediately and only effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the office of the Recorder of Deeds, Jackson County, Missouri; further provided, however, despite anything to the contrary in the preceding portions of this Section, that during the first two (2) years of the initial twenty-five (25) year term of this Declaration, Declarant shall have the unqualified and unilateral right to modify or amend this Declaration and any such modification or amendment shall be effective upon recording a proper instrument in writing, executed and acknowledged by Declarant, in the office of the Recorder of Deeds of Jackson County, Missouri.

### **Section 4. ENFORCEMENT**

- a. These conditions, covenants, restrictions and reservations may be enforced as provided hereinafter by Declarant acting for itself and as attorney-in-fact for each Owner. Each Owner by acquiring an interest in KENTUCKY PLACE does irrevocably appoint the Declarant as his attorney-in-fact for such purposes; provided, however, that if an owner notifies Declarant of a claimed violation of these conditions, covenants, restrictions and reservations and Declarant fails or refused to act within thirty (30) days after receipt of such notification, then, and in that event only, such Owner at its own cost and expense, may enforce the conditions, covenants, restrictions and reservations herein contained. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant (or if Declarant fails or refuses to act as hereinabove provided, any Owner of a parcel of land), at its option, the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof. Declarant, or if Declarant fails or refuses to act as hereinabove provided, any Owner may at its expense prosecute in a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said

violation. If Declarant (or any Owner as aforesaid) prosecutes any action hereunder in law or equity against a particular Owner, in which Declarant or such Owner obtains a final court order which in whole or in part grants the relief sought, Declarant (or any Owner as aforesaid) shall be reimbursed by that Owner for all costs and expenses, including attorneys fee (to the extent not provided by law), incurred by Declarant (or any Owner as aforesaid) under this paragraph for which an Owner is obligated to reimburse Declarant (or any Owner as aforesaid) shall constitute and be an assessment against the parcel of land of such Owner and be a lien thereon, which lien shall attach thereto, have the priority and be enforceable by Declarant (or any Owner as aforesaid), all as set forth in Article V, Section 2 hereof; it being understood that any Owner, so incurring costs and expenses as aforesaid, shall have the same rights under Article V. Section 2 hereof as Declarant in respect to the enforcement of such a lien.

- b. The failure or refusal of Declarant (or any Owner as aforesaid) to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations. Declarant shall incur no liability to any Owner or to any Tenant or to anyone else, should Owner fail or refuse to enforce or continue to enforce any condition, covenant, restriction or reservation contained herein.
- c. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

ISOSCELES PROPERTIES, L.L.C.  
a Missouri Limited Liability Company

By: \_\_\_\_\_  
Ryan Rader, Managing member



STATE OF MISSOURI       )  
                                  )ss:  
COUNTY OF JACKSON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public within and for said county and state, appeared Ryan Rader to me personally known, who being by me duly sworn, did say that he is the managing member in the Missouri Limited Liability Company known as ISOSCELES PROPERTIES, LLC, and that said instrument was signed and sealed on behalf of said limited liability company, and said, **Ryan Rader** acknowledged said instrument to be the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Notary Public