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JACKSON COUNTY, MISSOURI

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Book: Page:  
Diana Smith, Recorder of Deeds

Jackson County  
Recorder of Deeds  
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Diana Smith  
Recorder of Deeds

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Kansas City, MO 64106

112 W. Lexington, Suite 30  
Independence, MO 64050

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**TYPE OF DOCUMENT:**

The Meadows of Winterset Homes Association  
Amended and Restated Declaration

**DATE OF DOCUMENT:**

August 1, 2024

**GRANTOR:**

The Meadows of Winterset Homes Association

**GRANTEE:**

The Meadows of Winterset Homes Association

**GRANTEE'S MAILING ADDRESS:**

900 SW Goldenrod Drive, Lee's Summit, Missouri  
64081

**LEGAL DESCRIPTIONS:**

Pages 15 through 329

**THE MEADOWS OF WINTERSET  
HOMES ASSOCIATION  
AMENDED AND RESTATED DECLARATION**

**THIS AMENDED AND RESTATED DECLARATION**, to be effective on the date it is recorded with the Jackson County Recorder of Deeds Office following approval of at least Three-Fourths (3/4) of the Owners and acknowledged by such Owners of the **Meadows of Winterset Homes Association**:

**WITNESSETH:**

- WHEREAS,** Southland Developer's, L.L.C., (hereinafter "Southland" or "Developer") executed and filed with the Recorder of Deeds of Jackson County, Missouri, various plats of the subdivision known as "The Meadows of Winterset"; and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, the Declaration of Restrictions to The Meadows of Winterset dated November 1, 1995, and filed for record as Document No. 1995I1384192 (the "November 1, 1995, Restrictions"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, The Meadows of Winterset Homes Association Declaration dated November 28, 1995, and filed for record as Document No. 1995I1385789 (the "November 28, 1995, Declarations"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, an Amendment to Declaration of Restrictions to Meadows of Winterset dated August 27, 1996, and filed for record as Document No. 1996I0056835 (the "August 27, 1996, Restrictions Amendment"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, an Amendment to Declaration of Restrictions to Meadows of Winterset dated August 27, 1996, and filed for record as Document No. 1996I0056836 (the "August 27, 1996, Declarations Amendment"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, an Amendment to Homes Association Declaration to Meadows of Winterset dated December 3, 1996, and filed for record as Document No. 1996I0075696 (the "December 3, 1996, Declarations Amendment"); and



- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, various plats of the subdivision known as "The Glen at The Meadows of Winterset"
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, the Declaration of Restrictions to The Glen at Meadows of Winterset dated December 3, 1996, and filed for record as Document No. 1996I0075695 (the "December 3, 1996, Glen Restrictions"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri an Assignment of Rights Agreement to Longview Investors, L.L.C. (hereinafter "Longview Investors") dated March 24, 1997, and filed for record as Document No. 1997I0018154; and
- WHEREAS,** Longview Investors executed and filed with the Recorder of Deeds of Jackson County, Missouri an Assignment of Rights Agreement to BMW Communities, Inc., (hereinafter "BMW") dated July 22, 1998, and filed for record as Document No. 1998I0057497 (hereinafter, Southland, Longview Investors, and BMW are collectively referred to as "Developer")
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, the Glen at The Meadows of Winterset, Second Plat Declaration of Restrictions and Home Owners' Association Declaration dated February 14, 2000, and filed for record as Document No. 2000I0010486 (the "February 14, 2000, Second Plat Glen Declarations"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, The Meadows of Winterset, Third Plat Declaration of Restrictions and Home Owners' Association Declaration dated March 19, 2002, and filed for record as Document No. 2002I0038066 (the "March 19, 2002, Declarations"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, The Meadows of Winterset, Third Plat Declaration of Restrictions and Home Owners' Association Declaration dated June 3, 2002, and filed for record as Document No. 2002I0045515 (the "June 3, 2002, Declarations"); and
- WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, The Glen at the Meadows of Winterset Third Plat, Lots 118-184 Declaration of Restrictions and Home Owners' Association Declaration dated September 9, 2003, and filed for record as Document

No. 2003I0116312 (the "September 9, 2003, Third Plat Glen Declarations"); and

**WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, The Glen at the Meadows of Winterset Fourth Plat, Lots 185-211 and Tract D Declaration of Restrictions and Home Owners' Association Declaration dated June 13, 2005, and filed for record as Document No. 2005I0052101 (the "June 13, 2005, Fourth Plat Glen Declarations"); and

**WHEREAS,** Developer executed and filed with the Recorder of Deeds of Jackson County, Missouri, The Glen at the Meadows of Winterset Fifth Plat, Lots 212-233 and Tract E Declaration of Restrictions and Home Owners' Association Declaration dated June 13, 2005, and filed for record as Document No. 2005I0052102 (the "June 13, 2005, Fifth Plat Glen Declarations"); and

**WHEREAS,** The undersigned desire to take such action as is reasonably necessary to ensure that the Property continues to be used exclusively or, alternatively, that it be hereafter developed and used exclusively for high quality residential purposes; and

**WHEREAS,** Pursuant to Section 10 of the November 1, 1995, Declarations, as amended, the Original Declaration may be amended at any time by written consent of Three-Fourths (3/4) of the Owners evidenced by a declaration duly executed and acknowledged by such Owners; and

**WHEREAS,** It is the intent of the Owners that the November 28, 1995, Declarations; August 27, 1996, Declarations Amendment; December 3, 1996, Declarations Amendment; February 14, 2000, Second Plat Glen Declarations; March 19, 2002, Declarations; June 3, 2002, Declarations; September 9, 2003, Third Plat Glen Declarations; June 13, 2005, Fourth Plat Glen Declarations; and the June 13, 2005, Fifth Plat Glen Declarations, are hereby amended and restated in their entirety.

**NOW, THEREFORE,** in consideration of the premises contained herein, the Meadows of Winterset Homes Association, through its Owners and for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described lots to the covenants, charges, Assessments and easements hereinafter set forth.

## **ARTICLE I DEFINITIONS**

For purposes of this Amended and Restated Declaration, the following definitions shall apply:



- 1.1 “Assessments” shall mean any revenue collected by the Homes Association, which shall include each Annual Assessment, Special Assessment, and Fines levied by the Homes Association against any Lot or Lots in accordance with the Covenants or other related documents recorded with the Jackson County Recorder of Deeds Office.
  - 1.1.1 “Annual Assessment” shall mean the specified annual payment imposed upon each Lot by the Homes Association, and as further defined in Article IV, herein (Annual Assessments are also commonly known as “dues” and the term Annual Assessment and “dues” may be sometimes used interchangeably).
  - 1.1.2 “Fines” shall mean any lien, monetary fine, late fee, interest and other amount levied by the Homes Association against any Lot or Lots.
  - 1.1.3 “Special Assessment” shall mean an additional non-recurring financial obligation imposed upon each Lot by the Homes Association, and as further defined in Article V, herein.
- 1.2 “Board of Directors” shall mean the Board of Directors of the Homes Association as further described in the Bylaws of the Meadows of Winterset Homes Association, Inc.
- 1.3 “Bylaws” shall mean the bylaws of the Meadows of Winterset Homes Association, Inc., and all amendments thereto.
- 1.4 “Common Areas” shall mean all streets, all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the Owners (as hereinafter defined), or which may, with appropriate consent to be used by all of the Owners.
- 1.5 “Covenants” shall mean the Declarations and Restrictions as defined herein.
- 1.6 “Declarations” shall mean the November 28, 1995, Declarations, the August 27, 1996, Declarations Amendment, the December 3, 1996, Declarations Amendment, March 19, 2002, Amendment, the June 3, 2002, Declarations, the September 9, 2003, Third Plat Glen Declarations, June 13, 2005, Fourth Plat Glen Declarations, and the June 13, 2005, Fifth Plat Glen Declarations, and any amendments thereto.
- 1.7 “Developer” shall mean and refer to Southland Developer’s, L.L.C., a Missouri Limited Liability Company, and its successors or assigns.
- 1.8 “District” shall mean all of the lots in the plats for the Meadows of Winterset as recorded with the Recorder of Deeds of Jackson County, Missouri, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
- 1.9 “Good Standing” shall mean an Owner who is not delinquent in the payment of any Assessment.

- 1.10 "Homes Association" shall mean the Missouri not-for-profit corporation as previously formed by the Developer for the purpose of serving as the homes association for the District.
- 1.11 "Improved Property" shall mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of being erected. Any such tract may consist of one or more contiguous Lots (as hereinafter defined) or part or parts thereof. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.
- 1.12 "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.
- 1.13 "Owner" shall mean the record owner in fee simple of any Lot.
- 1.14 "Plat" shall mean those documents recorded with the Jackson County Recorder of Deeds Office, by the Developer pertaining to the development of the Meadows of Winterset Manor or Glen.
- 1.15 "Restrictions" shall mean the November 1, 1995, Restrictions, the August 27, 1996, Amendment, and the December 3, 1996, Glen Restrictions, and any amendments thereto.
- 1.16 "Street" or "street" shall mean any public street, road, terrace, circle, court, lane, drive, place, boulevard or cul-de-sac shown on any recorded Plat of all or part of the District.

## **ARTICLE II HOMES ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT**

Membership in the Homes Association shall be limited to the Owners of Lots within the District, and every such Owner shall automatically be and become a member upon acquisition of fee title to a Lot. The Homes Association shall have only one (1) class of membership. Provided the Owner is in Good Standing, each Owner shall have one (1) vote for each Lot for which he or she is the Owner on actions and business of the Homes Association; provided, however, that when more than one (1) person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one (1) vote be cast with respect to such Lot. The Owners shall have the exclusive right to use all of the Common Areas as designated on the Plat or otherwise designated therein. The Board of Directors shall have the right and authority to make reasonable rules and regulations which shall govern the use of the Common Areas.

## **ARTICLE III DUTIES OF THE HOMES ASSOCIATION**

- 3.1 In addition to the authority granted by other portions of the Covenants, by any deeds, declarations or plats covering the property in the District or by law, the Homes Association shall have the right and authority to do and perform all such acts as may be deemed



necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

- 3.1.1 To enforce the Covenants in its own name which have been, or hereafter may be imposed upon the Lots in the District; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of the Covenants from being made by the Owners having the right to make such changes, releases or modifications under the terms of the Covenants. The expense and cost of any such enforcement proceedings by the Board of Directors may be paid out of the general fund of the Homes Association. Nothing herein contained shall be deemed or construed to prevent an Owner from enforcing any of the Covenants in its or his or her own name.
- 3.1.2 To care for, spray, trim, protect, and replant trees on all streets and in other Common Areas where trees have once been planted, when such services are not available from any public source; and to care for, protect and replant shrubbery, and resow grass and replace sod in the parks which are in the streets and in any Common Areas set aside for the general use of the Owners, or to which the Owners have access and the use thereof.
- 3.1.3 To provide for the maintenance of Common Areas, and also to provide for the maintenance of any streams and natural watercourses within the District.
- 3.1.4 To provide for the operation and maintenance of swimming facilities which may hereafter be erected, for the exclusive use and enjoyment of Owners of the Homes Association and members of their families who reside in the District, and establish rules for the use and management of such facilities.
- 3.1.5 To acquire and own title to such real estate as may be reasonably necessary in order to carry out the purposes of the Homes Association or interests in, and exercise control over, the Common Areas, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.
- 3.1.6 To maintain insurance including, but not limited to, public liability, fidelity, fire and other casualty, director and officer liability, indemnification and other insurance with respect to the activities of the Homes Association and the property within the District.
- 3.1.7 To levy and collect the Assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.
- 3.1.8 To manage and control all public improvements upon, or improvements in Common Areas, provide that such management and control of said improvements shall at all times be subject to any city, township, county, and state, or any of them in which the District is located.



- 3.1.9 To enter into and perform agreements from time to time with other parties regarding the performance of services and matters benefiting the Homes Association and its Owners and the sharing of the expenses associated therewith.
- 3.1.10 To provide for the collection and disposal of garbage when adequate services of that type are not available from any public source.
- 3.1.11 To exercise any architectural and aesthetic control and authority given and assigned to it in the Covenants or in any other deed, declaration or plat relating to all or any part of the District.
- 3.1.12 To exercise such other rights as may be set forth in the Covenants, Articles of Incorporation, or Bylaws of the Homes Association.
- 3.2 In addition to the duties required by other portions of the Covenants and by law, the Homes Association shall have the following authority, duties, and obligations with respect to providing services to Owners within the District, which it may exercise and perform whenever in its discretion it may deem necessary:
  - 3.2.1 To provide for the collection and removal of loose material, trash and debris of all kinds in the Common Areas to keep the District neat in appearance and in good order.
  - 3.2.2 To mow, care for, maintain and to do any other things necessary to keep any vacant properties and the parking in front of any lot in the District neat in appearance and in good order.
  - 3.2.3 To provide for the plowing and removal of snow from streets when such services are not available from any public source.
  - 3.2.4 To provide for the collection and disposal of recycling and yard waste, when adequate services of that type are not available from any public source.
  - 3.2.5 To provide such lights as the Homes Association may deem advisable in the Common Areas, when such facilities are not available from any public source.
  - 3.2.6 To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.
  - 3.2.7 To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons, when such signs are not available from any public source.
  - 3.2.8 To engage the services of a management company or similar entity to perform all or any part of the functions or rights of the Homes Association, including, but not

limited to, keeping of books and records, operation and maintenance of Common Areas and maintenance of lawns and landscaping.

3.2.9 To employ duly qualified peace officers for the purpose of providing such police protection as the Homes Association may deem necessary or desirable in addition to that rendered by public authorities.

3.2.10 Exercise control over such easements as it may acquire from time to time.

#### **ARTICLE IV METHOD OF PROVIDING GENERAL FUNDS**

4.1 For the purpose of providing a general fund to enable the Homes Association to exercise the authority and duties, maintain the improvements and render the services provided for herein, all Lots in the District shall be subject to the Annual Assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such Annual Assessment per Lot shall be fixed periodically by the Homes Association, and, until further action of the Owners shall be Six Hundred Dollars and 00/100 cents (\$600.00) per year.

4.2 The rate of Annual Assessment upon each Lot in the District may be increased or decreased only as described in this Article, at any time or times, at a meeting of the Owners, as defined in the Bylaws, and called for that purpose. The Annual Assessment as described herein will be effective on the first day of June of each given year; provided, however, that the rate of Annual Assessment may not be less than an amount that is necessary to permit the Homes Association to perform its duties as specified in the Covenants.

4.3 The method of voting on the Annual Assessment at a meeting as described herein shall be in person or by proxy, unless other methods of voting are defined in the Bylaws.

4.3.1 The rate of the Annual Assessment may be increased or decreased as follows in the following tiers:

4.3.1.1 One Dollar and 00/100 cents (\$1.00) to Twenty-Five Dollars and 00/100 cents (\$25.00) by an affirmative vote of a simple majority of a quorum of at least Ten percent (10%) of the Owners of the Lots within the District.

4.3.1.2 Twenty-Six Dollars and 00/100 cents (\$26.00) to Fifty Dollars and 00/100 cents (\$50.00) by an affirmative vote of a simple majority of a quorum of at least Twenty-Five percent (25%) of the Owners of the Lots within the District.

4.3.1.3 Any amount equal to or exceeding Fifty-One Dollars and 00/100 cents (\$51.00) requires the affirmative vote of at least Fifty-One percent (51%) of the Owners of the Lots within the District.



- 4.4 For purposes of clarity, the base Annual Assessment as defined herein is Six Hundred Dollars and 00/100 cents (\$600.00) per year. If the Annual Assessment is increased or decreased at any time pursuant to this Article, then the base Annual Assessment shall remain at any said increased or decreased rate until such further action by the Owners is taken. It shall not automatically return to the initial base rate of Six Hundred Dollars and 00/100 cents (\$600.00) per year after any action by the Owners as contemplated herein.
- 4.5 Annual Assessments shall be for the fiscal year beginning June 1st, and shall be fixed and levied prior to June 1st of each year and shall be payable on that date. It will be the duty of the Homes Association to notify, in accordance with the Bylaws, all Owners whose address is listed with the Homes Association giving the amount of the Annual Assessment on each Lot owned by the Owners, and the date when such Annual Assessment is due. Failure of the Homes Association to levy the Annual Assessment prior to June 1st of each year for the next succeeding fiscal year shall not invalidate any such Annual Assessment made for that particular year; nor shall failure to levy an Annual Assessment for any one (1) year affect the right of the Homes Association to do so for any subsequent year. When the Annual Assessment is made subsequent to June 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the Annual Assessment.

#### **ARTICLE V SPECIAL ASSESSMENTS**

- 5.1 In addition to the other Assessments as defined in the Covenants, the Board of Directors may levy a Special Assessment in an amount to be determined at any time or times, at a meeting of the Owners, as defined in the Bylaws, and called for that purpose.
- 5.2 The method of voting on a Special Assessment at a meeting as described herein shall be in person or by proxy, unless other methods of voting are defined in the Bylaws.
- 5.2.1 A Special Assessment may be imposed as follows in the following tiers:
- 5.2.1.1 One Dollar and 00/100 cents (\$1.00) to Twenty-Five Dollars and 00/100 cents (\$25.00) by an affirmative vote of a simple majority of a quorum of at least Ten percent (10%) of the Owners of the Lots within the District.
- 5.2.1.2 Twenty-Six Dollars and 00/100 cents (\$26.00) to Fifty Dollars and 00/100 cents (\$50.00) by an affirmative vote of a simple majority of a quorum of at least Twenty-Five percent (25%) of the Owners of the Lots within the District.
- 5.2.1.3 Any amount equal to or exceeding Fifty-One Dollars and 00/100 cents (\$51.00) requires the affirmative vote of at least Fifty-One percent (51%) of the Owners of the Lots within the District.
- 5.3 The Special Assessment shall be payable not less than thirty (30) days after said vote for the Special Assessment, or as otherwise voted upon at the same meeting. It will be the duty

of the Homes Association to notify, in accordance with the Bylaws, all Owners whose address is listed with the Homes Association stating the amount of a Special Assessment levied upon each Lot, and the date when such Special Assessment is due.

- 5.4 Notwithstanding anything contained herein, if it is deemed that a Special Assessment is necessary for a given fiscal year, and after the approval for said Special Assessment occurs, (the "First Special Assessment") and it then becomes necessary for a subsequent Special Assessment within the same fiscal year, (a "Subsequent Special Assessment") then any Subsequent Special Assessment shall require the affirmative vote of at least Fifty-One percent (51%) of the Owners at an annual or special meeting, unless alternative methods of balloting are defined in the Bylaws.
- 5.5 The Special Assessments as described herein shall be applicable to the fiscal year for which they are voted upon, and shall not become a recurring Assessment upon the Lots within the District.

## **ARTICLE VI LIEN ON REAL ESTATE**

- 6.1 Each Owner shall be personally liable for payment of all Assessments becoming due and payable during the time such Owner holds fee title to a Lot, and the Assessment shall become a lien on such Lot as soon as it is due and payable. In the event of the failure of any Owner to pay any Assessment within thirty (30) days of the due date thereof, then such Assessment shall bear interest at the rate of Eight percent (8%) per annum from the due date until paid. Should an attorney be engaged to collect any Assessment hereunder, all costs of collecting such Assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the Assessment being collected and the lien on the Lot.
- 6.2 All liens on any Lot for Assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage or deed of trust now existing or which may hereafter be placed upon such Lot.
- 6.3 Nonpayment of any Assessment provided for herein within thirty (30) days from the due date thereof shall cause such Assessment to become delinquent. Payment of both principal and interest of a delinquent Assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Homes Association may file certificates of nonpayment of Assessments in the office of the Recorder of Deeds of Jackson County, Missouri, whenever any Assessment is delinquent. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee established by the Homes Association from time to time, which shall be the recording fee for the Jackson County, Missouri Recorder of Deeds office then in place, plus Twenty-Five percent (25%), which fee shall be added to the amount of the delinquent Assessment and the lien on the Lot.



- 6.4 Such liens shall continue for a period of Five (5) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the Assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment.
- 6.5 The Homes Association may cease to provide any or all of the services to be provided by or through the Homes Association with respect to any Lot during any period that the Owner is delinquent in the payment of any Assessment due under the Covenants, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner shall be entitled to use any Common Areas (other than streets) during such period of delinquency.

## **ARTICLE VII LIMITATION ON EXPENDITURES**

The Homes Association shall at no time expend more money within any one (1) year than the total amount of the Assessments for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Homes Association have the right to enter into any contract which binds the Homes Association to pay for any obligation out of the Assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its Owners in subsequent years.

## **ARTICLE VIII NOTICES**

- 8.1 At least fifteen (15) days prior to any meeting of the Homes Association, the Board of Directors shall give written notice to all Owners of the place, time and purpose of the regular or special meeting of the Homes Association.
- 8.2 The Homes Association shall designate from time to time, by notice to all Owners, the place where payment of Assessments shall be made and the place or places where other business in connection with the Homes Association may be transacted and where the Homes Association may be contacted.
- 8.3 All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Homes Association for such person. Notice to one co-owner shall constitute notice to all co-owners.

## **ARTICLE IX OBSERVANCE OF ALL LAWS**

The Homes Association shall at all times observe all applicable federal, state, county, city or other laws, rules, regulations and ordinances. If at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, rules, regulations or ordinances such provisions shall be of no force or effect to the extent of such conflict for so long as such conflict exists, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

**ARTICLE X  
AMENDMENT AND TERMINATION**

By written consent of Seventy-Five percent (75%) of the Owners evidenced by a declaration duly executed and acknowledged by such Owners and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, this instrument may be modified and amended.

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof if Seventy-Five percent (75%) of the Owners execute and acknowledge an appropriate agreement or agreements for that purpose and file the same for record in the office of the Recorder of Deeds of Jackson County, Missouri.

**ARTICLE XI  
DECLARATIONS RUNNING WITH THE LAND**

All provisions of this Amended and Restated Declaration shall be deemed to be running with the land and into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District.

**ARTICLE XII  
SEVERABILITY**

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the date set next to their respective names.

**[Remainder of Page Intentionally Left Blank; Signature Page for President of the Homes Association and Attestation of Secretary of the Homes Association to Follow]**



Approved as to form:

**THE MEADOWS OF WINTERSET  
HOME OWNERS ASSOCIATION**

Jennifer R. Baker 8-1-24  
By: Jennifer R. Baker, President Date

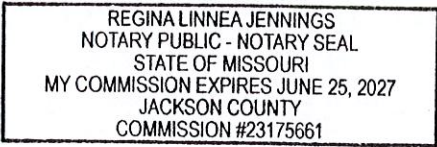
STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF JACKSON    )

On this 1<sup>st</sup> day of August, 2024, before me personally appeared **Jennifer R. Baker, President of The Meadows of Winterset Homes Association, Inc.**, a Missouri nonprofit corporation, known to me to be the person who executed this instrument on behalf of said nonprofit corporation, and who acknowledged to me that she executed the same for the purposes herein stated, as the free act and deed of said nonprofit corporation.

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

My Commission expires:

Regina Linnea Jennings  
Notary Public



Attest:

Alana L. Titus 08-1-24  
By: Alana L. Titus, Secretary Date

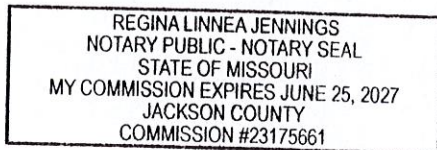
STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF JACKSON    )

On this 1st day of August, 2024, before me personally appeared **Alana L. Titus, Secretary of The Meadows of Winterset Homes Association, Inc.**, a Missouri nonprofit corporation, known to me to be the person who executed this instrument attesting to its accuracy and approval of the Owners, and who acknowledged to me that she executed the same for the purposes herein stated, as the free act and deed of said nonprofit corporation.

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

My Commission expires:

Regina Linnea Jennings  
Notary Public



**[SIGNATURE PAGES OF OWNERS TO FOLLOW]**