



ELECTRONICALLY RECORDED  
JACKSON COUNTY, MISSOURI

09/29/2023 9:40 AM

FEE: \$87.00 23 PGS

INSTRUMENT NUMBER  
**2023E0070795**

---

COVER PAGE FOR RECORDING

DATE : September 27, 2023

TYPE OF DOCUMENT: The Reserve at Jasper Bell Homes Association Declaration

Grantor: Jasper Bell, LLC  
32203 E 227<sup>th</sup> Street  
Pleasant Hill, MO 64080

Grantee: Jasper Bell, LLC  
32203 E 227<sup>th</sup> Street  
Pleasant Hill, MO 64080

Legal: See Exhibit A

**THE RESERVE AT JASPER BELL  
HOMES ASSOCIATION DECLARATION**

THIS DECLARATION, made as of the 27 day of Sept, 2023 by Jasper Bell, LLC, a Missouri Limited Liability Company ("Developer");

**WITNESSETH:**

**WHEREAS,** Developer has executed and filed with the Recorder of Deeds of Jackson County, Missouri, a Certificate of Survey known as "The Reserve at Jasper Bell"; and

**WHEREAS,** such Certificate of Survey creates the Agricultural District of The Reserve at Jasper Bell, composed, in part, of the following described Tract and/or parcels, to-wit:

See Exhibit A

**WHEREAS,** Developer, as the present owner and developer of the above-described Tracts and/or parcels, desires to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the Agricultural District.

**NOW, THEREFORE,** in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects all of the above-described to the covenants, charges, assessments and easements hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

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

- (a) "Board of Directors" shall mean the Board of Directors of the Homes Association.
- (b) "Certificate of Survey" shall mean the Certificate of Survey, filed with the Jackson County, Missouri Recorder of Deeds for the Agricultural District known as The Reserve at Jasper Bell.
- (c) "Common Areas" shall mean (i) Jasper Reserve Circle right-of-ways, (ii) Jasper Bell islands, (iii) gateways, entrances, monuments, berms and other ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of Jasper Reserve Circle, and any easements related thereto, and (iv) all other areas and places, together with all improvements thereon and thereto (including any swimming pool, tennis courts, clubhouse or other recreational facilities that may be constructed or erected), which are intended for the use, benefit or

enjoyment of all of the Owners within the District, whether or not any "Common Area" is located on any Tract and/or parcel.

- (d) "Developer" shall mean and refer to Jasper Bell, LLC, a Missouri Limited Liability Company, and its assigns.
- (e) "District" shall mean all of the above-described Tracts and/or parcels in The Reserve at Jasper Bell, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
- (f) "Dwelling" shall mean a building or a portion of a building, arranged, intended, or designed for occupancy by not more than one (1) family.
- (g) "Homes Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the District.
- (h) "Jasper Reserve Circle" shall mean the parcel on the Certificate of Survey named as "Tract A", to be owned and maintained by the Homes Association.
- (i) "Owner" shall mean the record owner in fee simple of any Tract and/or parcel, including the Developer.
- (j) "Tract and/or parcel" shall mean the tracts or parcels found on the Certificate of Survey.
- (k) "Turnover" shall mean the delegation of Developer's control of the Homes Association to the Owners, which shall occur on the Turnover Date.

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

1. The Homes Association shall be operated by the Developer until Turnover, and Developer shall not be responsible for payment of any dues and assessments as contemplated herein at any time.
2. Following Turnover, membership in the Homes Association shall be limited to the Owners of Tracts and/or parcels within the District, and every such Owner shall automatically be and become a member upon acquisition of fee title to a Tract and/or parcel. The Homes Association shall have only one class of membership. Each member shall have one vote for each Tract and/or parcel for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Tract and/or parcel, all such persons shall be members and the vote for such Tract and/or parcel shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be

cast with respect to such Tract and/or parcel.

**ARTICLE III**  
**POWERS AND DUTIES OF THE HOMES ASSOCIATION**

1. In addition to the powers granted by other portions of this Declaration, by any deeds, declarations, or Tracts and/or parcels covering the property in the District or by law, the Homes Association shall have the power 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:
  - a. To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Tracts and/or parcels; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations, or Tracts and/or parcels in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Homes Association may be paid out of the general fund of the Homes Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his or her own name.
  - b. To acquire and own title to or interests in, and exercise control over, the Common Areas, Jasper Reserve Circle, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.
  - c. To maintain public liability, worker's compensation, 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.
  - d. To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.
  - e. To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Homes Association and its members and the sharing of the expenses associated therewith.
  - f. To enter into and perform agreements with the Developer, other developers, other homes associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether

in or outside the District, and the sharing of expenses related thereto.

- g. To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Homes Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas and maintenance of lawns and landscaping.
  - h. To engage the services of a security guard or security patrol service.
  - i. To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.
  - j. To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.
2. In addition to the duties required by other portions of this Declaration and by law, the Homes Association shall have the following duties and obligations with respect to providing services to Owners within the District:
- (a) The Homes Association hereby warrants to perform normal maintenance, including but not limited to, periodic grading, addition of gravel on an "as needed" basis, to Jasper Reserve Circle and maintaining the drainage channels along said roadway. But if any Tract and/or parcel Owner incidental to an initial house construction or other Tract and/or parcel improvement cause damage to Jasper Reserve Circle and access easement due to heavy construction related vehicles, it shall be the responsibility of the Owner of said Tract and/or parcel to regrade and re-gravel that part of Jasper Reserve Circle damaged by such construction existing prior to the commencement of construction.
  - (b) To pay for, in its own name, all taxes assessed by any governmental agency or political Agricultural District, on any Tract and/or parcel owned and maintained by the Homes Association, including a private road parcel.
  - (c) Except as otherwise provided in any agreement with the Developer, the Homes Association shall at all times pay and be responsible for the proper maintenance of, and shall maintain, the Common Areas, subject to any control thereover maintained by any governmental authority, utility or other person or entity.

#### **ARTICLE IV**

#### **METHOD OF PROVIDING GENERAL FUNDS**

1. For the purpose of providing a general fund to enable the Homes Association to exercise the powers, maintain the improvements and render the services provided for herein, all Tracts and/or parcels in the District, other than Tracts and/or parcels then owned by the Developer, shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof as provided in this Article IV. The amount of such assessment per Tract and/or parcel shall be fixed periodically by the Homes Association, and, until further action of the Homes Association, shall be One Thousand Two Hundred Dollars and 00/100 cents (\$1,200.00) per year.
2. The rate of assessment upon each Tract and/or parcel in the District may be increased or decreased (a) annually by the Board of Directors to an amount not to exceed ten percent (10%) of the rate of assessment then in effect, or (b) at any time or times at a meeting of the members specially called for that purpose and of which advance notice is given and if at least Fifty-One percent (51%) of the members present at such meeting and entitled to vote authorize such increase or decrease by an affirmative vote therefor; provided, however, that the rate of assessment may not be less than an amount that is necessary to permit the Homes Association to perform its duties as specified in subsection 2 of Article III above.
3. The assessment provided for herein shall be due and payable on such dates as shall be determined by the Board of Directors from time to time, and may be made payable in installments at the discretion and in such manner as the Board of Directors shall determine; provided, however, that the first assessment for each Tract and/or parcel shall be due and payable upon the earlier of occupancy of the Dwelling on the Tract and/or parcel or the closing of the sale of the Tract and/or parcel from the builder to the buyer and shall be prorated as of the date thereof. No Owner or Tract and/or parcel shall be entitled to receive any services to be provided by and through the Homes Association or to use any Common Areas other than Jasper Reserve Circle until such time as the first assessment has been paid.

## **ARTICLE V**

### **LIEN ON REAL ESTATE**

1. Each Owner (other than the Developer) shall be personally liable for payment of all assessments becoming due and payable during the time such Owner holds fee title to a Tract and/or parcel, and the assessment shall become a lien on such Tract and/or parcel 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 ten percent (10%) 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 Tract and/or parcel.
2. All liens on any Tract and/or parcel 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 Tract and/or parcel.

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 Tract and/or parcel 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 Tract and/or parcel described therein a fee established by the Homes Association from time to time, which initially shall be One Hundred Eighty Dollars and 00/100 cents (\$180.00), plus any attorney fees and court costs, which fees shall be added to the amount of the delinquent assessment and the lien on the Tract and/or parcel.
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.
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 Tract and/or parcel during any period that the Owner is delinquent in the payment of any assessment (including special assessments) due under this Declaration, 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 Jasper Reserve Circle) during such period of delinquency.

## **ARTICLE VI SPECIAL ASSESSMENTS**

In addition to the other assessments provided for herein, the Board of Directors (a) shall have the authority to levy from time to time a special assessment against any Tract and/or parcel and its Owner to the extent the Homes Association expends any money (whether for services or materials or otherwise) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration, or Tract and/or parcel covering such Tract and/or parcel (including, without limitation, to maintain or repair any Tract and/or parcel or improvement thereon) and (b) shall levy from time to time special assessments against each and every Tract and/or parcel in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties as specified in subsection 2 of Article III hereof that require any expenditure during any period in an amount in excess of the general funds of the Homes Association available therefor. In addition, special assessments against each and every Tract and/or parcel (other than any Tract and/or parcel then owned by the Developer) to pay the costs of constructing, maintaining, altering or repairing any Common Area or improvement

thereon may be levied (i) if Sixty-Six percent (66%) of the Owners present and entitled to vote at a meeting of the members specially called for that purpose and of which advance notice is given authorize such special assessments by an affirmative vote therefor, and (ii) if the Developer, if it is then an Owner, approves such special assessments in writing. Special assessments shall be due and payable, shall be the personal obligation of the then-Owner of each Tract and/or parcel and shall become a lien on such Tract and/or parcel upon notice to such Owner of the assessment. Interest at the rate of Ten percent (10%) per annum shall accrue from the due date until paid and shall also be part of the lien against such Tract and/or parcel. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

## **ARTICLE VII LIMITATION ON EXPENDITURES**

The Homes Association shall at no time expend more money within any one year than the total amount of the assessments (including special 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 power 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 members in subsequent years.

## **ARTICLE VIII COMMON AREAS**

The Developer covenants and agrees to convey title to or its interest in the Common Areas (except any part thereof that is within any Tract and/or parcel or outside the District) to the Homes Association, without cost to the Homes Association, not later than one (1) month after the Turnover Date.

The Developer covenants and agrees to pave Jasper Reserve Circle prior to Turnover Date.

## **ARTICLE IX RESTRICTIONS**

All Tracts and/or parcels shall be used only for Dwellings by single families. Only one (1) single family shall occupy one (1) Dwelling at any particular time. Each Owner shall comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations. The following restrictions shall apply to all Tracts and/or parcels and any improvements constructed thereon:

1. Drainage. All plans and specifications for structures or driveways shall maintain the drainage easements and rights-of-way within the District free, clear and unobstructed. Each



Owner acknowledges, by acceptance of a deed to a Tract and/or parcel, that any and all such drainage easements, rights-of-way and improvements are for the benefit of the entire District and all of the Owners. The topography of a Tract and/or parcel or Common Area shall not be altered in any manner which would cause unusual quantities of water from any source to flow from the Tract and/or parcel or Common Area onto any other Tract and/or parcel or onto any public or private road, public right-of-way, drainage or utility easement. All surface areas disturbed by construction of buildings or other improvements shall be promptly restored to their natural conditions and shall be appropriately landscaped.

2. Drainage Channel Easements. All plans or specifications for structures, driveways or any other changes to the Tract and/or parcel must maintain all drainage channels, easements and rights- of-ways free, clear and unobstructed.
3. Water and Sewer Facilities. Each structure designed for occupancy shall have adequate water and on-site wastewater treatment, septic tank or sewer facilities. Any water, on-site wastewater system, septic tank, or sewer facility constructed on or installed by an owner on a Tract and/or parcel shall comply with all building codes and Health Department regulations of Jackson County, Missouri, or Department of Natural Resources of the State of Missouri or other governmental entity as may have jurisdiction over the property. If the disposal system utilizes an evaporation pond, the pond must be located completely behind the Dwelling.
4. Maintenance of Tracts and Improvements. Owners shall keep or cause to be kept all improvements located on their Tract and/or parcel(s) in good repair and condition. Rubbish, refuse, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed containers; shall not be allowed to accumulate on any Tract and/or parcel; and shall be disposed of in a sanitary manner. No Tract and/or parcel shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition and shall be stored inside a garage or other approved structure. No trash, litter, or junk shall be permitted to remain exposed upon any Tract and/or parcel and visible from any public or private road or other Tract and/or parcel(s). Burning of trash on any Tract and/or parcel shall be prohibited. No lumber or other building materials shall be stored or permitted to remain on any Tract and/or parcel unless screened from view from other Tract and/or parcel(s) and from any public or private road except for reasonable storage during construction.
5. Nuisance. Nothing shall be done or permitted on any Tract and/or parcel which is or may become a nuisance to any Owner. The term "nuisance" as used herein shall be interpreted broadly and shall not be limited to any other provision of this Declaration which may define or establish a presumption that some described activity or omission constitutes a nuisance hereunder. No obnoxious or offensive activities nor commercial businesses or trades shall be conducted on any Tract and/or parcel, except home occupations as defined and

permitted by the zoning resolution of Jackson County, Missouri, or other governmental entity having jurisdiction over the District, and in accordance with the provisions of this Declaration and of the other Agricultural District documents. No exterior lighting shall be directed outside the boundaries of a Tract and/or parcel.

6. Land Use. No Tract and/or parcel shall be improved, used or occupied for anything other than private single-family residential purposes. No flat or apartment use, although intended for residential purposes, may be constructed thereon. Any Dwelling erected or maintained on any Tract and/or parcel shall be designed and used for occupancy by a single family. There shall be no manufactured housing, mobile homes or modular homes allowed on any Tract and/or parcel. There shall be no earth contact structures or metal sided barn style homes constructed on said Tract and/or parcel(s). There shall be no solar panels on any Tract or structure. There shall be no nightly rentals or home sharing. No Tract and/or parcel shall be further subdivided.
7. Minimum Size Requirements. Any Dwelling consisting of a single level above ground level shall contain a minimum of 1,800 square feet of enclosed floor area above ground level (true ranch style home); any Dwelling consisting of two levels above ground level shall contain a minimum of 1,400 square feet of enclosed floor area on the first level above ground and an overall minimum of 2,000 square feet of enclosed floor area in the two levels above ground (2 story or 1 ½ story style home); any Dwelling consisting of a level or part of a level below ground level shall have a minimum of 1,600 square feet on the main ground level with a minimum of 2,000 square feet finish in the below ground level (reverse 1 ½ story style home). No Dwelling shall be a split entry or other split style home. The words “enclosed floor area” as used herein shall mean and include areas of the Dwelling enclosed and finished for year-round occupancy, computed on outside measurements of the Dwelling, and shall not include any patio area, basements, garages, carports, porches, or attics.
8. Incomplete Structures. No Dwelling shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.
9. Garage. Each Dwelling shall have an attached or basement private garage for not less than two (2) cars. The driveway on each Tract and/or parcel shall contain a paved area of poured concrete sufficient for the off-street parking of at least two (2) cars in front of said garage.
10. Outbuildings. Outbuildings shall be built with average quality and of similar construction materials as the Dwelling and to have an overall neat appearance and be maintained in good condition. Metal outbuildings will be allowed as long as the exterior is of colored

metal that is of similar color to the Dwelling. Outbuildings must be located behind the front plane of the Dwelling. No outbuilding shall be used as a Dwelling.

11. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Tract and/or parcel at any time as a Dwelling, either temporarily or permanently.
12. Pets and Livestock. No more than four (4) dogs and four (4) cats or other household pets may be kept on any Tract and/or parcel provided they are not kept, bred or maintained for commercial purposes. No hogs or swine. No animals with vicious propensities shall be maintained upon any Tract and/or parcel at any time. Chickens, geese, turkeys, sheep, rabbits and ducks are allowed for personal use, and not commercial use, and may be maintained so long as they do not become a nuisance. No more than one (1) horse or one (1) head of cattle per three (3) acres shall be allowed, provided that adequate fencing is maintained. All pets and livestock shall be restrained on the Tract and/or parcel of the Owners and shall not be permitted to roam at large.
13. Care and Appearance of Premises. From the date of closing, all maintenance (mowing and debris) shall be the sole responsibility of each Tract and/or parcel Owner. The structures and grounds on each Tract and/or parcel shall be maintained in a neat and attractive manner, and no noxious weeds shall be permitted to grow on any Tract and/or parcel.
14. Parking of Motor Vehicles, Boats, and Trailers. All operable recreational vehicles, campers, trailers, boats, farm machinery, ATV's, UTV's or any other related operable vehicle, shall be parked behind the rear line of the Dwelling on each Tract and/or parcel. No inoperable or unlicensed automobile, truck, recreational vehicle, motorhome, farm equipment, trailer, or any other type of inoperable vehicle, shall be parked anywhere on any Tract and/or parcel for more than thirty (30) days, unless it is located in an enclosed garage or outbuilding. No parking of any type of vehicle, boat, trailer, ATV or UTV shall be allowed on any public or private road.
15. New Construction. All Dwellings and other buildings permitted hereby on said Tract and/or parcel(s) shall initially be of new construction. All exterior walls of all buildings or appurtenant structures shall be of brick, stone, wood shingle, wood siding, wood paneling, plate glass, stucco, or a combination thereof. All Dwellings shall be faced on all sides with a quality finished outside product. All roofs shall be covered with asphalt composition shingles or colored metal roofing. No building shall be moved onto any Tract and/or parcel as used as a residential structure.
16. New Construction Damage or Destruction of Improvements. The Owner of each Tract and/or parcel shall maintain hazard insurance insuring all Dwellings and other improvements on the Tract for the full replacement cost thereof, or such other coverage or

limits as the Homes Association may prescribe from time to time. The Homes Association may from time to time require that the Owners provide to the Homes Association proof of such insurance on a periodic basis as may be determined by the Homes Association, but no more frequently than annually. In the event any building or other structure constructed on a Tract and/or parcel is damaged, either in whole or in part, by fire or other casualty, said building or other structure shall be promptly rebuilt or remodeled to its condition as it existed prior to the damage; or in the alternative, if the building or other structure is not to be rebuilt, all remaining portions of the damaged building or structure, including the foundation and all debris, shall be promptly removed from the Tract and/or parcel, and the Tract and/or parcel shall be restored to its natural condition existing prior to the construction of such building or other structure.

17. Building Lines. No part of any Dwelling or any other structure shall be located on any Tract and/or parcel nearer to the front line of said Tract and/or parcel than Fifty feet (50') and no nearer to any sidelines of the Tract and/or parcel than Thirty feet (30').
18. Signs. No billboard, signboard or advertising sign shall be permitted other than "For Sale" signs. Such permitted signs shall be limited to a single sign for each Tract and/or parcel and shall not exceed twelve (12) square feet in area.
19. Ingress and Egress and Utility Easements Along and Across Private Road. Ingress and egress, and utility easements shall include the right of ingress and egress for Tract and/or parcel Owners, their guests and invitees for all purposes including construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of utilities or which will obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Tract and/or parcel and all improvements on it shall be maintained continuously by the Owner of the Tract and/or parcel, except for those improvements for which a public authority or utility company is responsible. Easements for installation and maintenance of utilities for the purpose of bringing public services to the Agricultural District, or any Tract and/or parcel therein, and road drainage facilities are reserved for Declarant to be located at such places as are designated on the recorded Certificate of Survey as recorded by Declarant. Declarant shall have and reserve the right to create and impose such additional utility easements to be located within ten (10) feet on each side of Tract and/or parcel sidelines. Said ingress and egress easements shall include the use of Jasper Reserve Circle at all times by Owners, their guests and invitees.
20. Additional Roads. No new roadway shall be constructed other than road and such additional internal roads and driveways as may be necessary to provide access from the roads to and from each individual Tract and/or parcel and improvements thereon.

21. Right to Assign. Declarant may assign or convey to any person or entity all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said Tracts and/or parcels. Upon such assignment or conveyance being made, its assigns or grantees may at their option, exercise, transfer or assign these rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.
22. Duration. These restrictions, reservations, and covenants are to run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 2045, at which time the said covenants shall be automatically extended for successive periods of ten (10) years unless the then Owners of a majority of the Tracts and/or parcels shall before the expiration of said original term, or any extension thereof, by an instrument executed, acknowledged and recorded in the Office of the Jackson Recorder of Deeds, change or modify the same in whole or in part.
23. Enforcement. The above restrictions, and each of them, may be enforced by Declarant, or its designated representative, the Homes Association, or the Owner of any Tract and/or parcel. In the event an Owner breaches any of the restrictions contained herein or fails to pay any assessment for the expenses of maintaining and repairing said private road or other expenses, within thirty (30) days after demand therefore, said assessment shall become a lien against the land and properties owned by such Owner in the Agricultural District, and shall bear interest at the highest lawful rate. In the event an Owner breaches any of the Restrictions contained herein and an attorney is retained by Declarant, the Homes Association, or their successors or assigns, to enforce said Restrictions, Assessments and Covenants for such breach, and the Declarant, the Association or their successors or assigns, prevail in said action to enforce said Restrictions, Assessments and Covenants, said Owner shall pay the reasonable attorneys fees and court costs incurred by Declarant or its designated representative or the Association, in connection therewith. Each of the restrictions and covenants as herein set forth shall run with the land and bind the present Owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owner of said Tract and/or parcel, to conform to and observe said restrictions and covenants. Declarant or its designated representative, the Homes Association, or the Owner of any Tract and/or parcel shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the compliance with the restrictions and covenants set forth herein, in addition to the ordinary legal action for damages. The failure of Declarant or its designated representative, the Homes Association, or any Owner of said Tract and/or parcel(s) hereby restricted to enforce any of the restrictions and covenants herein set forth shall not be deemed a waiver of such right to do so at any time thereafter.
24. Severability. Invalidation of any one or more of the provisions, restrictions, reservations, and covenants herein contained, and any amendments hereto, by court order or judgment,

shall in no way affect any of the other provisions, reservations, restrictions, and covenants herein.

## **ARTICLE X NOTICES**

1. At least Fifteen (15) days prior to any meeting of the Homes Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Homes Association.
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.
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 XI EXTENSION OF DISTRICT**

The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to Jasper Reserve Circle and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

## **ARTICLE XII 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 XIII  
AMENDMENT AND TERMINATION**

This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners of Sixty-Six percent (66%) of the Tract and/or parcels within the District as then constituted and (b) the Developer if it is then an Owner.

**ARTICLE XIV  
ASSIGNMENT/TURNOVER**

1. The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.
2. Assignment and turnover from Developer to the Owners of the Homes Association shall occur at the discretion of Developer, but in no circumstance, shall Turnover occur until the installation of the water service line, underground electric service line, and the closing on at least five (5) Tracts and/or parcels (the "Turnover Date").
3. So long as the Developer is an Owner, the Homes Association shall have no right, without the written consent of the Developer, to assign, convey, transfer or set over all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

**ARTICLE XV  
COVENANTS RUNNING WITH THE LAND**

All provisions of this Declaration shall be deemed to be covenants 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 XV  
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 Developer has caused this Declaration to be duly executed the day and year first above written.

Shannon Gillihan  
Shannon Gillihan  
Member of Jasper Bell, LLC

State of Missouri  
County of Jackson

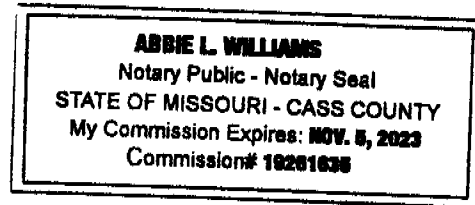
On this 27<sup>th</sup> day of September, 2023, before me, Abbie L. Williams, a Notary Public in and for said County and State, personally appeared, Shannon Gillihan, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(Seal)

Abbie Williams  
Notary Public: Abbie L. Williams

My Commission Expires: Nov. 5, 2023





## Exhibit A

### Tract 1:

A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the East line of the Southeast Quarter of said Section 14, North 01 degrees 45 minutes 17 seconds East, 1983.31 feet to the Point of Beginning; thence South 01 degrees 45 minutes 19 seconds West, 802.31 feet; thence North 88 degrees 15 minutes 40 seconds West, 380.25 feet to a point of curvature; thence along a curve to the left, having a radius of 1030.00 feet, and an arc length of 163.43 feet; thence North 01 degrees 45 minutes 17 seconds East, 815.10 feet; thence South 88 degrees 16 minutes 37 seconds East, 543.00 feet to the POINT OF BEGINNING. Containing 10.02 acres, more or less.

Prepared by Roger A. Backues, PLS 2134

Date: August 9, 2023

### Tract 2:

A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the East line of the Southeast Quarter of said Section 14, North 01 degrees 45 minutes 17 seconds East, 1983.31 feet; thence along the North line of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 14, North 88 degrees 16 minutes 37 seconds West, 1056.00 feet to the Point of Beginning; thence South 88 degrees 16 minutes 37 seconds East, 513.00 feet; thence South 01 degrees 45 minutes 17 seconds West, 815.10 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 82 degrees 38 minutes 53 seconds West, a radius of 1030.00 feet, and an arc length of 87.38 feet to a point of reverse curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 970.00 feet, and an arc length of 236.20 feet; thence North 88 degrees 15 minutes 40 seconds West, 193.55 feet; thence North 01 degrees 45 minutes 17 seconds East, 861.02 feet to the POINT OF BEGINNING. Containing 10.02 acres, more or less.

Prepared by Roger A. Backues, PLS 2134

Date: August 9, 2023

**Tract 3:**

**A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:**

**Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the East line of the Southeast Quarter of said Section 14, North 01 degrees 45 minutes 17 seconds East, 1983.31 feet; thence along the North line of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 14, North 88 degrees 16 minutes 37 seconds West, 1056.00 feet to the Point of Beginning; thence South 01 degrees 45 minutes 17 seconds West, 861.02 feet; thence North 88 degrees 15 minutes 40 seconds West, 507.00 feet; thence North 01 degrees 45 minutes 17 seconds East, 860.88 feet; thence South 88 degrees 16 minutes 37 seconds East, 507.00 feet to the POINT OF BEGINNING. Containing 10.02 acres, more or less.**

**Prepared by Roger A. Backues, PLS 2134**

**Date: August 9, 2023**

**Tract 4:**

**A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:**

**Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the East line of the Southeast Quarter of said Section 14, North 01 degrees 45 minutes 17 seconds East, 1983.31 feet; thence along the North line of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 14, North 88 degrees 16 minutes 37 seconds West, 2072.00 feet to the Point of Beginning; thence South 88 degrees 16 minutes 37 seconds East, 509.00 feet; thence South 01 degrees 45 minutes 17 seconds West, 860.88 feet; thence North 88 degrees 15 minutes 40 seconds West, 259.97 feet to a point of curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 970.00 feet, and an arc length of 144.62 feet; thence North 79 degrees 43 minutes 07 seconds West, 106.12 feet; thence North 01 degrees 45 minutes 17 seconds East, 834.21 feet to the POINT OF BEGINNING. Containing 10.00 acres, more or less.**

**Prepared by Roger A. Backues, PLS 2134**

**Date: August 9, 2023**

Tract 5:

A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the East line of the Southeast Quarter of said Section 14, North 01 degrees 45 minutes 17 seconds East, 1983.31 feet; thence along the North line of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 14, North 88 degrees 16 minutes 37 seconds West, 2072.00 feet to the Point of Beginning; thence South 01 degrees 45 minutes 17 seconds West, 834.21 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of North 26 degrees 35 minutes 19 seconds West, a radius of 50.00 feet, and an arc length of 124.90 feet; thence North 67 degrees 47 minutes 07 seconds West, 516.28 feet; thence along the West line of the Southeast Quarter of said Section 14, North 01 degrees 57 minutes 15 seconds East, 669.76 feet; thence South 88 degrees 16 minutes 37 seconds East, 574.83 feet to the POINT OF BEGINNING. Containing 10.17 acres, more or less.

Prepared by Roger A. Backues, PLS 2134

Date: August 9, 2023

Tract 6:

A part of the Southeast Quarter of Section 14, Township 48, Range 31, and a part of the Northeast Quarter of Section 23, Township 48, Range 31, all in Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the South Line of the Southeast Quarter of said Section 14, North 88 degrees 15 minutes 40 seconds West, 1326.87; thence along the East line of the West Half of the Northeast Quarter of Section 23, Township 48, Range 31, in Jackson County, Missouri, South 01 degrees 58 minutes 28 seconds West, 197.10 feet (Record=198.00 feet); thence North 79 degrees 48 minutes 24 seconds West, 1177.21 feet to the Point of Beginning; thence North 79 degrees 48 minutes 24 seconds West, 163.41 feet; thence along the West Line of the Southeast Quarter of said Section 14, North 01 degrees 57 minutes 15 seconds East, 1312.83 feet; thence South 67 degrees 47 minutes 07 seconds East, 516.28 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 10 degrees 16 minutes 53 seconds West, a radius of 50.00 feet, and an arc length of 70.16 feet; thence South 19 degrees 52 minutes 48 seconds West, 1158.91 feet to the POINT OF BEGINNING. Containing 10.18 acres, more or less.

Prepared by Roger A. Backues, PLS 2134

Date: August 9, 2023

Tract 7:

A part of the Southeast Quarter of Section 14, Township 48, Range 31, and a part of the Northeast Quarter of Section 23, Township 48, Range 31, all in Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the South Line of the Southeast Quarter of said Section 14, North 88 degrees 15 minutes 40 seconds West, 1326.87; thence along the East line of the West Half of the Northeast Quarter of Section 23, Township 48, Range 31, in Jackson County, Missouri, South 01 degrees 58 minutes 28 seconds West, 197.10 feet (Record=198.00 feet); thence North 79 degrees 48 minutes 24 seconds West, 647.00 feet to the Point of Beginning; thence North 79 degrees 48 minutes 24 seconds West, 530.21 feet; thence North 19 degrees 52 minutes 48 seconds East, 1158.91 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 70 degrees 07 minutes 12 seconds East, a radius of 50.00 feet, and an arc length of 54.74 feet; thence South 79 degrees 43 minutes 07 seconds East, 106.12 feet to a point of curvature; thence along a curve to the left, being tangent to the previously described course, a radius of 1030.00 feet, and an arc length of 76.44 feet; thence South 05 degrees 04 minutes 17 seconds West, 1168.83 feet to the POINT OF BEGINNING. Containing 10.09 acres, more or less.

Prepared by Roger A. Backues, PLS 2134

Date: August 9, 2023

Tract 8:

A part of the Southeast Quarter of Section 14, Township 48, Range 31, and a part of the Northeast Quarter of Section 23, Township 48, Range 31, all in Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the South Line of the Southeast Quarter of said Section 14, North 88 degrees 15 minutes 40 seconds West, 1326.87; thence along the East line of the West Half of the Northeast Quarter of Section 23, Township 48, Range 31, in Jackson County, Missouri, South 01 degrees 58 minutes 28 seconds West, 197.10 feet (Record=198.00 feet); thence North 79 degrees 48 minutes 24 seconds West, 647.00 feet to the Point of Beginning; thence North 05 degrees 04 minutes 17 seconds East, 1168.83 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 83 degrees 58 minutes 16 seconds East, a radius of 1030.00 feet, and an arc length of 77.12 feet; thence South 88 degrees 15 minutes 40 seconds East, 254.95 feet; thence South 01 degrees 45 minutes 17 seconds West, 1223.37 feet; thence North 79 degrees 48 minutes 24 seconds West, 404.00 feet to the POINT OF BEGINNING. Containing 10.05 acres, more or less.

Prepared by Roger A. Backues, PLS 2134

Date: August 9, 2023

**Tract 9:**

**A part of the Southeast Quarter of Section 14, Township 48, Range 31, and a part of the Northeast Quarter of Section 23, Township 48, Range 31, all in Jackson County, Missouri, more particularly described as follows:**

**Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the South Line of the Southeast Quarter of said Section 14, North 88 degrees 15 minutes 40 seconds West, 1198.00 feet to the Point of Beginning; thence North 88 degrees 15 minutes 40 seconds West, 128.87 feet; thence along the East line of the West Half of the Northeast Quarter of Section 23, Township 48, Range 31, in Jackson County, Missouri, South 01 degrees 58 minutes 28 seconds West, 197.10 feet (Record=198.00 feet); thence North 79 degrees 48 minutes 24 seconds West, 243.00 feet; thence North 01 degrees 45 minutes 17 seconds East, 1223.37 feet; thence South 88 degrees 15 minutes 40 seconds East, 370.00 feet; thence South 01 degrees 45 minutes 17 seconds West, 1061.99 feet to the POINT OF BEGINNING. Containing 10.01 acres, more or less.**

**Prepared by Roger A. Backues, PLS 2134**

**Date: August 9, 2023**

**Tract 10:**

**A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:**

**Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the South Line of the Southeast Quarter of said Section 14, North 88 degrees 15 minutes 40 seconds West, 787.00 feet to the Point of Beginning; thence North 88 degrees 15 minutes 40 seconds West, 411.00 feet; thence North 01 degrees 45 minutes 17 seconds East, 1061.99 feet; thence South 88 degrees 15 minutes 40 seconds East, 335.57 feet to a point of curvature; thence along a curve to the left, being tangent to the previously described course, having a radius of 1030.00 feet, and an arc length of 75.50 feet; thence South 01 degrees 45 minutes 17 seconds West, 1064.76 feet to the POINT OF BEGINNING. Containing 10.02 acres, more or less.**

**Prepared by Roger A. Backues, PLS 2134**

**Date: August 9, 2023**

**Tract 11:**

**A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:**

**Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the South Line of the Southeast Quarter of said Section 14, North 88 degrees 15 minutes 40 seconds West, 787.00 feet to the Point of Beginning; thence North 01 degrees 45 minutes 17 seconds East, 1064.76 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of North 87 degrees 32 minutes 21 seconds East, a radius of 1030.00 feet, and an arc length of 175.31 feet to a point of reverse curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 970.00 feet, and an arc length of 227.44 feet; thence South 01 degrees 45 minutes 17 seconds West, 1120.95 feet; thence North 88 degrees 15 minutes 40 seconds West, 398.00 feet to the POINT OF BEGINNING. Containing 10.01 acres, more or less.**

**Prepared by Roger A. Backues, PLS 2134**

**Date: August 9, 2023**

**Tract 12:**

**A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:**

**Beginning at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the South Line of the Southeast Quarter of said Section 14, North 88 degrees 15 minutes 40 seconds West, 389.00 feet; thence North 01 degrees 45 minutes 17 seconds East, 1120.95 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of South 88 degrees 46 minutes 42 seconds East, a radius of 970.00 feet, and an arc length of 8.76 feet; thence South 88 degrees 15 minutes 40 seconds East, 380.24 feet; thence South 01 degrees 45 minutes 17 seconds West, 1121.00 feet to the POINT OF BEGINNING. Containing 10.01 acres, more or less.**

**Prepared by Roger A. Backues, PLS 2134**

**Date: August 9, 2023**

Tract A:

A part of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 14, Township 48, Range 31, in Jackson County, Missouri; thence along the East line of the Southeast Quarter of said Section 14, North 01 degrees 45 minutes 17 seconds East, 1121.00 feet to the Point of Beginning; thence North 88 degrees 15 minutes 40 seconds West, 380.24 feet to a point of curvature; thence along a curve to the left, being tangent to the previously described course, having a radius of 970.00 feet, and an arc length of 252.26 feet to a point of reverse curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 1030.00 feet, and an arc length of 250.81 feet; thence North 88 degrees 15 minutes 40 seconds West, 960.52 feet to a point of curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 1030.00 feet, and an arc length of 153.56 feet; thence North 79 degrees 43 minutes 07 seconds West, 106.12 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of South 47 degrees 09 minutes 04 seconds West, a radius of 50.00 feet, and an arc length of 249.80 feet; thence South 79 degrees 43 minutes 07 seconds East, 106.12 feet to a point of curvature; thence along a curve to the left, being tangent to the previously described course, having a radius of 970.00 feet, and an arc length of 144.62 feet; thence South 88 degrees 15 minutes 40 seconds East, 960.52 feet to a point of curvature; thence along a curve to the left, being tangent to the previously described course, a radius of 970.00 feet, and an arc length of 236.20 feet to a point of reverse curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 1030.00 feet, and an arc length of 250.81 feet; thence South 88 degrees 15 minutes 40 seconds East, 380.25 feet; thence South 01 degrees 44 minutes 48 seconds West, 60.00 feet to the POINT OF BEGINNING. Containing 3.04 acres, more or less.

Prepared by Roger A. Backues, PLS 2134

Date: August 9, 2023