



INSTRUMENT NUMBER / BOOK & PAGE

2022E0057908

Book: Page:
Diana Smith, Recorder of Deeds

Document Title:	Amendment to the Oak Tree Farm Declaration of Restrictions
Document Date:	<u>JUNE 16</u> , 2022
Grantors' Names:	Members of the Oak Tree Farm Clubhouse/Homes Association, Inc.
Grantee's Name:	Oak Tree Farm Clubhouse/Homes Association, Inc.
Grantee's Statutory Address:	501 Clubhouse Drive, Lee's Summit, MO 64086
Legal Description:	See attached Exhibit "A"
Reference Document Nos.:	1974I0198985, 1976I0251749, 1978I0342645, 1978I0351789, 1984I0594237, 1984I0596238, 1986I0733626, 1987I0789283, 1991I1067060, 2009E0128095, and 2012E0073344

AMENDMENT TO THE OAK TREE FARM DECLARATION OF RESTRICTIONS

THIS AMENDMENT TO THE OAK TREE FARM DECLARATION OF RESTRICTIONS ("Amendment"), is made and entered into on this 16TH day of JUNE, 2022, and is hereby executed by, and granted to, the Oak Tree Farm Clubhouse/Homes Association, Inc. ("Grantee") whose statutory address is 501 Clubhouse Drive, Lee's Summit, MO 64086. This Amendment is adopted by the approving vote and signatures of the owners of not less than fifty percent (50%) of the members and owners of property within the Oak Tree Farm Clubhouse/Homes Association, Inc. ("Grantors"), pursuant to the requirements of Section 16 of the Oak Tree Farm Declaration of Restrictions dated November 20, 1974, and recorded on November 21, 1974 in the Office of the Director of Records for Jackson County, Missouri at Independence ("Recorder's Office") as Document No.: 1974I0198985, as may have been further amended ("1st Plat Restrictions").

RECITALS

WHEREAS:

1. By the 1st Plat Restrictions, NORPAC (the "Declarant") a Missouri General Partnership composed of North American Development Corporation and Pacesetter Development Company, a Missouri corporation, declared that it was the owner of certain real property ("1st

Plat”) and subjected the same to certain restrictions on the use of the properties within said 1st Plat. The full legal description of the 1st Plat is provided on the attached Exhibit “A” which is incorporated by reference herein.

2. By document entitled Oak Tree Farm Declaration of Restrictions dated July 19, 1976 and recorded in the Recorder’s Office on July 22, 1976 as Document No. 1976I025179 (“2nd, 3rd & 4th Plat Restrictions”), the Declarant subjected additional property identified generally as Oak Tree Farm 2nd Plat, Oak Tree Farm 3rd Plat and Oak Tree Farm 4th Plat, to certain restrictions substantially similar to those contained in the 1st Plat Declarations. The full legal descriptions of the 2nd 3rd & 4th Plats are provided on the attached Exhibit “A” previously incorporated herein.

3. By document entitled Oak Tree Farm Declaration of Restrictions dated July 27, 1978 and recorded in the Recorder’s Office on July 31, 1978 as Document No. 1978I0342645 (“5th & 6th Plat Restrictions”), the Declarant subjected additional property identified generally as Oak Tree Farm 5th Plat, and Oak Tree Farm 6th Plat, to certain restrictions substantially similar to those contained in the 1st Plat Declarations. The full legal descriptions of the 5th & 6th Plats are provided on the attached Exhibit “A” previously incorporated herein.

4. By document entitled Declaration of Restrictions dated September 22, 1978 and recorded in the Recorder’s Office on October 2, 1978 as Document No. 1978I0351789 (7th Plat Restrictions”), the Declarant subjected additional property identified generally as Oak Tree Farm 7th Plat to certain restrictions substantially similar to those contained in the 1st Plat Declarations. The full legal description of the 7th Plat is provided on the attached Exhibit “A” previously incorporated herein.

5. By document entitled Amendment and Modification of Oak Tree Farm Declaration of Restrictions dated December 19, 1979 and recorded in the Recorder’s Office on January 4, 1980 as Document No. 1980I0409111, at least fifty percent (50%) of the then owners/members within the Subdivision (including the Declarant) released Lots 154 and 153 from the 5th & 6th Plat Restrictions.

6. By document entitled Amendment and Modification of Declaration of Restrictions dated June 21, 1984 and recorded in the Recorder’s Office on October 17, 1984 as Document No. 1984I0594237, the Declarant released the property contained within the Oak Tree Farm 7th Plat from the 7th Plat Restrictions.

7. By document entitled Amendment and Restatement of Declaration of Restrictions dated October 26, 1986 and recorded in the Recorder’s Office on November 21, 1986 as Document No. 1986I0733626, the Declarant and North American Savings Association rescinded the June 21, 1984 Amendment and Modification of Declaration of Restrictions recorded as Document No. 1984I0594237, and reapplied the 7th Plat Restrictions to the property contained within the Oak Tree Farm 7th Plat.

8. By document entitled Extension of Oak Tree Farm Homes Association District dated June 30, 1987 and recorded in the Recorder’s Office on June 29, 1987 as Document No. 1987I0789283, the Gaschen Sparks Company, Inc., successor in interest to the Declarant, and

North American Savings Bank subjected additional property identified generally as Oak Tree Farm 8th & 9th Plats to the Oak Tree Farm Homes Association District and restrictions applicable to the same. The full legal descriptions of the 8th & 9th Plats are provided on the attached Exhibit "A" previously incorporated herein.

9. By document entitled Extension of Oak Tree Farm Homes Association District dated July 10, 1991 and recorded in the Recorder's Office on October 4, 1991, Everett W. Dulaney and Della J. Dulaney, husband and wife, the successors in interests to the original Declarant, (and accepted by the Grantee herein), subjected additional property identified generally as Oak Tree Farm 10th & 11th Plats to the 1st Plat Restrictions. The full legal descriptions of the 10th & 11th Plats are provided on the attached Exhibit "A" previously incorporated herein.

10. The 1st Plat Restrictions, the 2nd, 3rd & 4th Plat Restrictions, the 5th & 6th Plat Restrictions, the 7th Plat Restrictions (all of which incorporate the entire eleven plats of the Oak Tree Farm subdivision) are collectively referred to hereinafter as the "Restrictions". The eleven plats of the Oak Tree Farm subdivision are hereinafter referred to as the "Subdivision".

11. Section 16 of the Restrictions provides the requirements for modification of the restrictions as follows:

16. Modification of Restrictions. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until March 1, 1995, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions and provisions are amended, modified, changed or cancelled, in whole or in part, by a written instrument signed by those persons who, on the date such written instrument is recorded, are the owners of record title to over fifty (50%) percent of the real property within OAK TREE FARM. Provided, however, said covenants, restrictions and provisions may be amended, modified, changed or cancelled, in whole or in part, at any time prior to March 1, 1995, by a written instrument signed both by those persons above described and by the Proprietor. Any instrument amending, modifying, changing or cancelling these restrictions shall become effective upon the date of its recording in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence.

11. By documents filed with the Missouri Secretary of State on October 19, 1995, the Oak Tree Farm Country Club, Inc., and the Oak Tree Farm Homes Association, Inc., were each merged into the single entity currently recognized as the Grantee, with all the rights, titles, ownership, etc., of the previous entities.

12. The Restrictions have been amended on two (2) separate occasions since the final addition of the 10th & 11th Plats in 1991. The first amendment, entitled Amendment to the Oak Tree Farm Declaration of Restrictions (“First Amendment”) was dated November 4, 2009 and recorded in the Recorder’s Office on December 21, 2009 as Document No. 2009E0128095. The First Amendment altered the language of Section 13, Paragraphs (a) and (d), along with Section 15. The second amendment, entitled Amendment to the Declaration of Restrictions of Oak Tree Farm (“Second Amendment”) was dated June 21, 2012 and recorded in the Recorder’s Office on July 10, 2012 as Document No. 2012E0073344. The Second Amendment added a new Section 18 to address Rental Property Guidelines.

13. The Board of Directors of the Grantee, with the intent of complying with the requirements of Section 16 of the Restrictions, has sought the approval of the necessary percentage of its members (the Grantors herein) to further amend the Restrictions as detailed below and to reaffirm the Restrictions, as amended by the First Amendment and the Second Amendment, on all of the lots and properties within the Subdivision.

14. The total number of member Grantors in the Subdivision is Three Hundred Seventy-Four (374). As such, signatures constituting more than One Hundred Eighty-Eight (188) has been required to approve any proposed amendment.

15. The signatures incorporated below for each of the Grantors exceeds the One Hundred Eighty-Eight (188) required for approval of this Amendment.

AMENDMENT

NOW THEREFORE, the Restrictions, as amended by the First Amendment and the Second Amendment are hereby reaffirmed as to all of the lots and properties within the Subdivision, and are further amended and modified as follows:

1. Section 18 of the Restrictions shall be deleted in its entirety and replaced with a new Section 18, to read as follows:

18. Rental Property Restrictions

Any person or entity which purchases or otherwise acquires title to a lot in Oak Tree Farm is prohibited from leasing or renting the structure on that lot. This prohibition does not apply to owners who acquired their lots before January 1, 2023.

a. Registration of Non-Owner Occupied Property. All properties in which the owner(s) do not reside within the Oak Tree Farm Subdivision must submit a “Tenant Registration Form” to the homeowners’ association for each existing tenancy and for any subsequent tenancy, in a form prepared by the association board of directors, no less than 30 days prior to executing or extending

a written lease, rental and/or occupancy agreement (“Lease Agreement”).

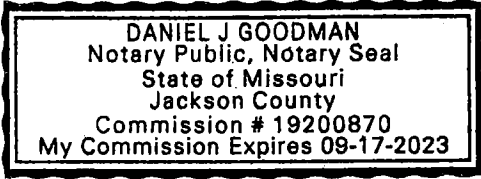
- b. Documentation of Tenancy. Except those properties wherein the owner(s) are the occupants, all other tenancies of properties within the Oak Tree Farm Subdivision shall be documented by a written Lease Agreement.
- c. Review and Processing Fee. The homeowners’ association may charge a reasonable review and processing fee concerning any written Lease Agreements. All written Lease Agreements shall be submitted to the Association with the Registration Form.
- d. Tenant Shall Abide by the Declaration of Restrictions. In consideration of the execution or renewal of a written Lease Agreement between owner(s) and tenant(s) of the dwelling unit within the Oak Tree Farm, the owner(s) and tenant(s) shall be required to agree as follows:
 - i. The owner(s) or their agent will provide the tenant(s) a current copy of the Declaration of Restrictions and Homes Association Declaration imposed upon the properties within the Oak Tree Farm Subdivision.
 - ii. The Lease Agreement (or any addendum to the same) shall be signed by the tenant(s) and shall require the tenant(s) to abide by the Declaration of Restrictions and the Homes Association Declaration imposed upon the properties within the Oak Tree Farm Subdivision.
 - iii. The Lease Agreement (or any addendum to the same) shall also prohibit the tenant, any member of the tenant(s)’ household, or any guest or other person under the tenant(s)’ control from engaging in criminal activity within the Oak Tree Farm Subdivision. Tenant(s) or any member of the tenant(s)’ household shall not permit a dwelling to be used for, or to facilitate, criminal activity or illegal activity, regardless of whether the individual engaging in such activity is a tenant, occupant, or a guest. Tenant, any member of the tenant(s)’ household or guest or any other person under the tenant(s)’ control, shall not engage in any activity that jeopardizes the health, safety, and welfare of anyone or involves imminent serious property damage. Failure to abide by the above provisions shall be a material and irreparable violation of the Lease Agreement and good cause for immediate

termination of such Lease Agreement and corresponding tenancy.

- e. Penalty for Failure to Register. Failure to register as required shall result in a reasonable fine as to be determined by the homeowners' association board of directors at their sole discretion in an amount sufficient to deter such continued violation. The fine may be assessed against the owner and property as a lien and may be collected by the homeowners' association as any other assessment. Such fine shall accrue interest at the same rate as any annual assessments. The homeowners association may also collect reasonable costs, expenses and attorneys' fees in the collection of any fines.
- f. Annual Homeowners' Association Dues/Assessments. Despite any tenancy and/or Lease Agreement, the owner of the property shall be the sole responsible party for the payment of the annual homeowners' association dues/assessments and shall not be transferred to the tenant.
- g. Temporary and Short-Term Tenancy. No dwelling unit within the Oak Tree Farm Subdivision shall be used for transient, hotel, fee for temporary residential use, or short-term rental (e.g. VRBO and/or AirBnB), which said short-term rental shall be defined herein as a rental, temporary residential use for any period less than one year.
- h. Any Lease Agreement of a dwelling unit within the Oak Tree Farm Subdivision shall be subject to the following additional restrictions, limitations, and requirements:
 - i. Each Lease Agreement must be for a minimum of one (1) year, unless specifically approved in advance by the homeowners association board of directors in writing (which shall be based upon extraordinary circumstances including for example, but not limited to active military deployment, job transfer, etc.).
 - ii. Each Lease Agreement shall be in writing and signed by every owner and every tenant.
 - iii. Failure by any tenant under a Lease Agreement to comply with any and all rules and regulations, restrictive covenant, and/or the homeowners Association governing documents may result in fines against the owner which can be collected as annual homeowner association

On this 16th day of June, 2022, before me a Notary Public in and for said State and County, appeared Russ Gordon, Sharon Jegen, William Dunn, Tricia McCubbins, Dennis Lint, Thomas Haeselin, Andrea Burkhart, and Stacey Schwindt, to me known, or proven to be, the persons in and who executed the foregoing Amendment, and acknowledged that they respectively executed the same as their free act and deed in their capacities as the Directors and/or Officers of the Oak Tree Farm Clubhouse/Homes Association, Inc.

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



Daniel J. Goodman
Notary Public

Daniel J. Goodman
Printed Name

My Commission Expires:

9/17/23

EXHIBIT "A"

Legal Description of the Oak Tree Farm Subdivision

Collective Plats

Lots 1 through 374, Oak Tree Farm, a subdivision in Lee's Summit, Jackson County, Missouri according to the recorded plats thereof.

Individual Plats

Oak Tree Farm First Plat, Lots 1 thru 94, a subdivision in Lee's Summit, Jackson County Missouri, according to the recorded plat dated November 13, 1973 and recorded on March 7, 1974 as Document No. 1974I0176299, and

Resurvey of Lots 4 and 5, Oak Tree Farm First Plat, a subdivision in Lee's Summit, Jackson County, Missouri according to the recorded document dated September 21, 1983 and recorded on February 8, 1984 as Document No. 1984I0555062, and

Oak Tree Farm Second Plat, Lots 95 thru 98 and Tract A, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated December 12, 1975 and recorded on March 11, 1976 as Document No. 1976I0237469, and

Oak Tree Farm Third Plat, Lots 99 thru 119, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated April 2, 1976 and recorded on May 18, 1976 as Document No. 1976I0244547, and

Oak Tree Farm Fourth Plat, Lots 120 thru 147, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated April 2, 1976 and recorded on May 18, 1976 as Document No. 1976I0244549, and

Oak Tree Farm Fifth Plat, Lots 148 thru 175, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated March 24, 1977 and recorded on March 30, 1977 as Document No. 1977I0277284, and

Resurvey of Lots 153 & 154, Oak Tree Farm Fifth Plat, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded document dated April 29, 1980 and recorded on December 31, 1980 as Document No. 1980I0443789, and

Oak Tree Farm Sixth Plat, Lot 176, Lots 192 thru 195 and Lots 262 thru 268, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated May 5, 1978 and recorded on July 3, 1978 as Document No. 1978I0338604, and

Resurvey of Lot 268, Oak Tree Farm Sixth Plat, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded document dated November 3, 1978 and recorded on April 19, 1979 as Document No. 1979I0376347, and

Oak Tree Farm Seventh Plat, Lots 177 thru 191, Lots 196 thru 261 and Lots 269 thru 322, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated September 22, 1978 and recorded on October 2, 1978 as Document No. 1978I0351788, and

Oak Tree Farm Eighth Plat, Lots 323 thru 337, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated October 28, 1986 and recorded on November 25, 1986 as Document No. 1986I0734288, and

Oak Tree Farm Ninth Plat, Lots 338 thru 353, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated April 4, 1988 and recorded on May 25, 1988 as Document No. 1988I0846183, and

Oak Tree Farm Tenth Plat, Lots 354 thru 363, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated April 16, 1991 and recorded on June 6, 1991 as Document No. 1991I1043887, and

Oak Tree Farm Eleventh Plat, Lots 364 thru 374, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat dated November 19, 1991 and recorded on July 16, 1992 as Document No. 1992I1120614.