

# Johnson County, Missouri

Instrument No. 315558

STATE OF MISSOURI  
JOHNSON COUNTY

RECORDED

Date/Time: 1/31/2007 12:14:28 PM

In Book: 3077

Page: 214-220

Jan Jones, Recorder

Deputy 



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*Title of Document:* Amendment to Declaration of Covenants, Conditions and Restrictions

*Date of Document:* January 29, 2007

*Grantor(s):* Iron Horse Development Company, LLC

*Grantee(s):* N/A

*Grantee(s) Mailing Address:*

*Legal Description:* See Page 1 and Page 2

*Reference Book and Pages(s):* Document Number 297498 and in Book 2772 and Page Number 125-154.

*(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)*

Stormy Taylor, Recorder <sup>BOOK 3077 PAGE 214</sup> of Deeds

# Johnson County, Missouri

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made on the date indicated below, by IRON HORSE DEVELOPMENT COMPANY, LLC, a Missouri Limited Liability Company, (hereafter called "Declarant"),

### W I T N E S S E T H:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions, duly recorded on August 3, 2005, in the office of the Recorder of Deeds in and for Johnson County, Missouri, as Document Number 297498 and in Book 2772 and Page Number 125-154, declared all that certain property described in that instrument to be subject to easements, restrictions, covenants and conditions, as set forth therein (hereafter called the "Declaration"); and

WHEREAS, by said Declaration Declarant included within the purview and coverage of said Declaration certain property in Johnson County, Missouri, which is more particularly described as:

Part of the Southwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 26, Township 46, Range 26, Johnson County, Missouri, including part of Juniper Ridge Subdivision Plat 1 and Juniper Ridge 3<sup>rd</sup> Plat, both subdivisions of land in the City of Warrensburg, Missouri, as previously platted and recorded, the tract being described as beginning at the Southwest corner of the Northwest Quarter of Section 26, aforesaid, run thence South 86°57'23" East along the South line thereof, 624.07 feet to the true point of beginning of the tract to be described: Thence North 3°16'00" East, 158.33 feet; thence North 86°44'00" West, 4.56 feet; thence North 3°16'00" East, 173.25 feet; thence North 86°44'00" West, 30.00 feet; thence North 3°16'00" East, 173.25 feet; thence South 86°44'00" East, 10.59 feet; thence North 3°16'00" East, 120.00 feet; thence South 86°44'00" East, 906.30

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feet to a point on the West right-of-way line of Spring Ridge Road, as now located; thence South 3°15'57" West along said right-of-way line, 421.15 feet; thence along said right-of-way line on a curve to the right, being tangent to the last described course, having a radius of 170.93 feet and an arc length of 265.39 feet to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 26; thence South 2°13'32" West along the East line of said Quarter Quarter Section, 30.00 feet to the Southeast corner of said Quarter Quarter Section; thence North 86°57'23" West along the South line of the Southwest Quarter of the Northwest Quarter of said Section 26, 715.04 feet to the true point of beginning. Contains 12.59 acres, more or less, subject to the right-of way of Patrick Road and any existing easements; and

WHEREAS, Declarant, by the provisions of said Declaration, as the Class B member of the Iron Horse Home Owners Association, Inc., and as the Declarant under said Declaration has reserved unto itself the authority, to effect an amendment to the Declaration without regard to the vote of the Members of the Association or the Owners of any Lots in the subdivision; and

WHEREAS, this Amendment will inure to the benefit and enhance the value of all the property subject to the Declaration after this Amendment.

NOW, THEREFORE, Declarant hereby declares that the Declaration is amended, as follows:

1. ARTICLE IV, VOTING RIGHTS, of said Declaration is hereby deleted in its entirety, and is hereby replaced with the following substitute and replacement ARTICLE IV VOTING RIGHTS:

## ARTICLE IV VOTING RIGHTS

Section 1. Membership and Voting Rights in the Association. The Association shall have two classes of voting memberships, Class A and Class B, as follows:

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- (a) Every Owner, except the Declarant so long as the Declarant retains Class B Membership, shall be a Class A Member of the Association. Class A membership shall be appurtenant to and may not be separated from Lot ownership. Class A Members shall be entitled to one vote for each Lot which they own; provided however, that when more than one person owns any Lot, all such persons shall be class A Members but shall be entitled to cast only one (1) vote for said Lot.
- (b) The Class B Member of the Association shall be the Declarant. Notwithstanding the foregoing provisions in subparagraph (a) of this Article Four, the Class B Member shall maintain absolute and exclusive control over the Association and the Architectural Review Board, including appointment and removal of the President and all other Officers of the Association, all Directors of the Association Board and all members of the Architectural Review Board and all other committees of the Association, until all of the Lots in the Iron Horse subdivision (as it exists from time to time) have been sold to third parties. Until such time, only Declarant will be entitled to cast any votes with respect to the election and removal of Association Officers or Directors or Members of the Architectural Review Board or any other Committees of the Association, or any other matters requiring the vote or approval of Association Members. The Declarant voluntarily may (but shall not be required to) at any time relinquish all or any part of the Declarant's control and rights under this subparagraph.

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- (c) Termination/Surrender of Class B Membership. The Class B membership of Declarant shall terminate and the Class A membership shall acquire control of the Association as provided in subparagraph (a) of this Article Four.
- (d) Association Articles, Bylaws, Rules, Management, Accounting, Records, Powers and Duties. In addition to the provisions of Missouri law governing nonprofit corporations, the Association Articles, Bylaws and Rules, as duly adopted and implemented by the Association, shall govern and control the affairs of the Association and the rights, powers and conduct of its Directors, Officers, Employees, Agents and Members, consistent with the provisions of law and this Declaration. The Association is empowered to adopt such Bylaws, Rules and procedures as it deems reasonable and appropriate to carry out its function, and its responsibilities under this Declaration. In addition, the Association may employ such Management, keep such Accounting and Records as the Association deems necessary, from time to time, and shall have such powers and perform such duties as are permitted and prescribed under law and this Declaration. Notwithstanding anything to the contrary in this Declaration, until the Declarant shall have transferred control of the Association as provided in subparagraph (b) above, the Declarant shall be the sole authority necessary to conduct any and all business and approve any and all actions of the Association, the Members, or Owners, whether acting through the Board of the Association or otherwise.
2. ARTICLE VIII, USE RESTRICTIONS, Section 2. Insurance of said Declaration is hereby deleted in its entirety, and is hereby replaced with the following substitute and replacement ARTICLE VIII, USE RESTRICTIONS, Section 2. Insurance:

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## ARTICLE VIII USE RESTRICTIONS

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Section 2. Insurance. Every Owner must carry liability insurance, including insuring tenants and other guests and invitees, for each Owner's Lot and Single Family Unit in an amount determined appropriate by each Owner. Such insurance policies shall name Declarant or the Association, once created, as an additional insured and every Owner agrees to indemnify and hold Declarant or the Association harmless from any liability, loss, damages and costs that are, or could be, covered by any insurance policy described in this Section 2. Such insurance shall contain a provision that it will not be canceled without thirty (30) days prior written notice to the Association (or Declarant prior to creation of the Association).

In all other respects, the Declaration and all its terms shall remain unchanged, unaffected, and in full force and effect with respect to the property described therein, as said description is amended above.

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IN WITNESS WHEREOF, the undersigned, being the manager of Iron Horse Development, LLC, the Declarant herein, has hereunto set his hand and seal this 29<sup>th</sup> day of January, 2007.

IRON HORSE DEVELOPMENT, LLC

By: [Signature]  
Managing Member

STATE OF MISSOURI )  
COUNTY OF Jackson ) ss.

On this 29<sup>th</sup> day of January, 2007, before me, a notary public within and for the said county and state, personally appeared Larry R. Stuhler, to me personally known, who being by me duly sworn, did say that he is the managing member of Iron Horse Development, LLC, a Missouri limited liability company, declared that he has been authorized by the company to execute this document in the name of the company, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year above-written.



LISA K. OFFIELD  
My Commission Expires  
August 1, 2008  
Cass County

Lisa K. Offield  
Notary Public

Lisa K. Offield  
Printed Name

My Commission Expires: 8-1-2008