Document Name:	Amendment of Declaration of Covenants, Conditions and Restrictions of Eastridge Meadows
Document Date:	_____, 2026
Grantors' Names:	Members of the Eastridge Meadows Homeowners Association, Inc.
Grantee's Name:	Eastridge Meadows Homeowners Association, Inc.
Grantee's Statutory Address:	1000 SE Eastridge Drive, Blue Springs, MO 64014
Legal Description:	See attached Exhibit "A"
Reference Document:	1998I058374, 1999I0070278, and 2000I0046398

AMENDMENT OF THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTRIDGE MEADOWS
(Lots 1 through 206)

THIS AMENDMENT OF THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTRIDGE MEADOWS ("2026 Amendment") for the real property legally described on the attached Exhibit "A" (the "Subdivision"), which includes Lots 1 through 206 of the Eastridge Meadows subdivision, a residential real estate development in Blue Springs, Jackson County, Missouri is made on this _____ day of _____, 2026, by the members ("Grantors") of the Eastridge Meadows Homeowners Association, Inc., a Missouri not-for-profit corporation (the "Association").

RECITALS

1. Lake Ridge Development Co. ("Developer"), being then the owner of certain undeveloped real property located in the City of Blue Springs, Jackson County, Missouri, caused to be platted such real property into separate lots to comprise the Subdivision known as "Eastrodge Meadows" by virtue of the following plats, which were duly recorded in the Office of the Director of Records for Jackson County, Missouri at Independence ("Recorder's Office") on the dates hereinafter indicated:

a. EASTRIDGE MEADOWS 1ST PLAT, Lots 1 thru 72, & Tracts A, a subdivision in the East ½ of the Northeast ¼ of Section 5, Township 48, Range 30 Blue Springs, Jackson County, Missouri dated July 6, 1998, and

recorded with the Recorder's Office on July 27, 1998, as Document No. 1998I0058373 ("First Plat"),

b. EASTRIDGE MEADOWS 2ND PLAT, Lots 73 thru 138, and Tract B, a subdivision in the East ½ of the Northeast ¼ of Section 5, Township 48, Range 30, Blue Springs, Jackson County, Missouri dated May 12, 1999, and recorded with the Recorder's Office on August 25, 1999, as Document No. 1999I0070277 ("Second Plat"),

c. EASTRIDGE MEADOWS 3RD PLAT, Lots 167 thru 206 and Tract C, a subdivision in the East ½ of the Northeast ¼ of Section 5, Township 48, Range 30, Blue Springs, Jackson County, Missouri dated June 27, 2000, and recorded with the Recorder's Office on July 14, 2000, as Document No. 2000I0046396 ("Third Plat"), and

d. EASTRIDGE MEADOWS 4TH PLAT, Lots 139 thru 166, 207 thru 220, a subdivision in the East ½ of the Northeast ¼ of Section 5, Township 48, Range 30, Blue Springs, Jackson County, Missouri dated June 27, 2000, and recorded with the Recorder's Office on July 14, 2000, as Document No. 2000I0046397 ("Fourth Plat").

The First Plat, Second Plat, Third Plat, and Fourth Plat are collectively referred to herein as the "Plats" all of which constitute the entirety of the Subdivision.

2. The Developer, as part of its objective of securing orderly and uniform improvements within the Subdivision, and protecting the lots and lot owners within the Subdivision so that the lots within the Subdivision would be used for high class residential purposes, subjected the lots within the Plats to certain reservations, restrictions and covenants regulating the usage of the lots by virtue of the following:

a. <u>As to the First Plat</u>:
Declaration of Covenants, Conditions and Restrictions of Eastridge Meadows dated July 20, 1998 and recorded with the Recorder's Office on July 27, 1998 as Document No. 1998I000058374 ("First Restrictions"),

b. <u>As to the Second Plat</u>:
Annexation of Eastridge Meadow, 2nd Plat, Lots 73 thru 138, and Tract B, to the Declaration of Covenants, Conditions, and Restrictions of Eastridge Meadows dated August 20, 1999 and recorded with the Recorder's Office on August 25, 1999 as Document No. 1999I0070278 ("Second Plat Annexation"),

c. <u>As to the Third Plat and Fourth Plat</u>:
Annexation of Eastridge Meadows, 3rd Plat, Lots 167 thru 206, and Tract C, and Annexation of Eastridge Meadows, 4th Plat, Lots 139 thru 166, and Lots

207 thru 220, to the Declaration of Covenants, Conditions and Restrictions of Eastridge Meadows ("Third & Fourth Plat Annexation").

The First Restrictions, Second Plat Annexation and the Third & Fourth Plat Annexation are collectively referred to herein as the "Subdivision Restrictions" and include the entirety of the Subdivision.

3. None of the Subdivision Restrictions have been previously amended, restated, altered or revoked.

4. Article IX, Section 4(b) of the First Restrictions contains the following provision related to the process for amendment:

> "In addition to amendments, modifications, changes, or removals by Declarant as set forth in the preceding paragraph (Section 4(a)), the covenants, conditions and restrictions of the Declaration may be amended, modified, changed, or removed, in whole or in part, during the first ten (10) years after the original recording by an instrument signed by those Members entitled to cast not less than seventy-five percent (75%) of the Class A votes and one hundred percent (100%) of the Class B votes; and thereafter, by an instrument signed by Members entitled to cast no less than two-thirds (2/3) of all votes provided, however, that the terms and provisions contained in Articles VII and VIII may not be amended, modified, changed or removed as long as Declarant owns any Lot subject to the provisions of this Declaration without the affirmative written consent of Declarant to any such amendment, modification, change or removal."

5. The Subdivision Restrictions have all be recorded for a period exceeding ten (10) years. Therefore, amendments of the Subdivision Restrictions will require an instrument signed by not less than seventy-five percent (75%) of the Lot Owners within the Subdivision.

6. There are Lots owned by the Declarant. Therefore, amendments to Article VII and VIII of the Subdivision Restrictions do not require the affirmative written consent of the Declarant.

7. Approval of this 2026 Amendment has been obtained in the form of signatures appended hereto from the Grantors, constituting at least two-thirds (2/3) of the Lot Owners within the Subdivision.

8. The undersigned Grantors have executed this 2026 Amendment with the purpose and intent of amending the Subdivision Restrictions to alter the use restrictions, enforcement provisions, and notice provisions.

AMENDMENT

NOW THEREFORE, the undersigned Grantors, constituting at least two-thirds (2/3) of the Lot Owners within the Subdivision hereby change, modify, alter and amend the Subdivision Restrictions as follows:

A. Article I of the Subdivision Restrictions shall be amended to including the following new Section 12 to read as follows:

> Section 12. Rules and Regulations. "Rules and Regulations" shall mean and refer to any rules and regulations adopted by the Association Board of Directors pursuant to this Declaration of Covenants, Conditions and Restrictions of Eastridge Meadows, including but not limited to: (i) fees and fine structures; (ii) maximum percentages and/or maximum numbers of Lots used for rental purposes within the Property; (iii) applications, decisions, and appeals of the Architectural Review Board; (iv) approval, and materials required for approval, of the rental of Lots within the Property; (v) enforcement procedures for violations of these Declarations of Covenants, Conditions and Restrictions of Eastridge Meadows; (vi) operation and execution of the Powers and Duties provided for within Article V below; (vii) the keeping of animals, (viii) the time, place, manner, and limitations on the display of signs and advertising within the Property; (ix) the approval of building materials for any structures on any Lot or Lots within the Property, and (x) the manner, procedures, and

B. Article VIII, Section 11 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 11, to read as follows:

> Section 11. Commercial Activity, Short Term Leasing and Rental Limitations.
>
> a. Commercial Activity. No commercial, business, or retail activity of any kind shall be conducted on any Lot.
>
> b. Rental Limitations. The Association Board of Directors reserves the right to impose Rules and Regulations establishing the maximum number of Lots used as rental properties, or the maximum percentage of Lots that are used as rental properties within the Property. Rental of Lots and residences within the Property must be approved by the Association Board of Directors. Rental of Lots and residences within the Property must be documented by a lease agreement and must not have a term of less than one (1) year. Exceptions to the one (1) year limitation may only be made by the Association Board of Directors in writing based upon extraordinary circumstances such as, but not limited to, the military deployment of the Owner. All requests for exceptions to the one (1) year term limitation must be in writing, made to the Association Board of Directors prior to the effective date of the lease. All lease agreements must be submitted to the Association upon demand of the same from the Board of Directors.
>
> All lease agreements must include the requirement that the Owner's tenants and guests comply with the rules, regulations, restrictions, covenants, and conditions of the Association and any applicable federal,

state, or local rules, statutes, and ordinances. This requirement shall not relieve the Owner of any obligations or duties to the Association under these covenants, conditions, and restrictions for the maintenance of their Lot and residence, compliance with these covenants, conditions, and restrictions, and/or payment of any assessments. Any lease must be for the entire Lot and residence, and no Lot, residence, or portion of any Lot or residence shall be sublet or assigned.

Any Owner leasing their residence prior to the recording of this Amendment shall be required to comply with the requirements imposed herein at the earlier of January 1, 2027, or the expiration of their current lease term. Such owners shall be considered to be "grandfathered" for purposes of the foregoing requirements until the earlier of January 1, 2027, or the expiration of their current lease term unless additional time is specifically granted in writing by the Association Board of Directors.

In addition to any enforcement and other remedies provided herein and under relevant law, failure of an Owner or their tenant to comply with the provisions of this Section may result in denial by the Association Board of Directors to approve renewed lease agreements, or suspension of future rentals for up to a year following the expiration of any current lease term.

c. Short Term Leasing. Lots and residences within the Property are strictly prohibited from being utilized as short-term vacation rentals such as but not limited to; Vacation Rental By Owner (VRBO) or AirBnb. Advertising or holding out the property for rent on a frequent basis, through online platforms or otherwise, shall be considered a commercial activity and in violation of these covenants.

C. Article VIII, Section 4 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 4, to read as follows:

Section 4. Pools and Swim Spas. Above-ground swimming pools, in-ground swimming pools, and swim spas may be installed on any Lot only with the prior written approval of the Association Board of Directors. Plans, specifications, locations, and contractor details for the installation of any above-ground swimming pool, in-ground swimming pool, or swim spa shall be submitted to the Association Board of Directors for review and approval which may impose reasonable requirements, and conditions on such approval. No above-ground swimming pools, in-ground swimming pools, nor swim spa without proper permitting issued by the City of Blue Springs, Missouri. The Association Board of Directors may require submission of such permits as a condition for approval, and/or commencement of construction on any above-ground swimming pools, in-ground swimming pools, or swim spa.

D. Article VIII, Section 9 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 9, to read as follows:

> Section 9. Exterior Finish. All residences shall be required to have an exterior finish composed predominantly of brick, wood siding, seamless vinyl siding, wood shingles, masonite, stucco, brick veneer, brick or stone, or a combination thereof which finish shall be specified in the plans and specifications submitted for approval under the requirements of Article VII on Architectural Control. (Any deviation from the foregoing requirements shall be based upon a specific request to the Association for relief from the foregoing requirement at the time of the submission of plans per Article VII. The Association reserves to itself under the provisions of Article VII the authority to waive the foregoing requirements in its discretion on a case-by-case basis. The decision of the Association shall, in any event, be final.)

D. Article VIII, Section 10 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 10, to read as follows:

> Section 10. Outbuildings Regulated. The Association Board of Directors reserves the right to regulate and control the erection, construction, or placement of any outbuildings on any of the Lots. The Association may, in its discretion, grant approval pursuant to Article VII for the erection of one such outbuilding on a Lot provided that such outbuilding is erected from materials and architectural style which is consistent with the residence already erected on such Lot. The construction of pool houses, gazebos, or ornamental structures is not discouraged by the Association, provided however, that any construction, erection, or placement of same is subject to the advance Architectural Control requirements of Article VII.

E. Article VIII, Section 14 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 14, to read as follows:

> Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Any activity identified by the City of Blue Springs Code of Ordinances as a nuisance, or prohibited shall be considered a noxious or offensive activity by the Association.

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

> Section 18. Animals Prohibited. No poultry, livestock, fowl, birds, or other animals other than customary household pets shall be kept or maintained on any Lot except as specifically authorized by the Association pursuant to

Article VII herein. In no event shall any such pet be kept, bred or maintained for any commercial purpose or in such a manner as to constitute a nuisance or cause unsanitary conditions to exist upon a Lot or within the Property. The Association shall require that dogs be kept on a leash and accompanied by a responsible person any time they are on Common Areas of the Association. No dog run shall be permitted on any Lot. The Association Board of Directors may, from time to time, publish and impose other Rules and Regulations setting forth the type and number of animals that may be kept on any Lot. Outside animal shelters of any type whatsoever shall be located within the back yard of any Lot within two feet of the residence thereon and shall be compatible in all respects with such residence.

G. Article VIII, Section 19 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 19, to read as follows:

Section 19. Signs and Advertising. No advertising signs (except one of not more than nine (9) square feet "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for purposes which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No advertising of business activities shall be permitted except a sign not exceeding four (4) square feet in size may be placed upon a Lot by a construction or maintenance service during the actual construction or service work and must be removed no more than seven (7) calendar days after such construction or maintenance has been completed. The Association Board of Directors may adopt reasonable Rules and Regulations, in compliance with the current applicable statutes of the State of Missouri, regarding the size, place, number, and manner for the display of political signs, including but not limited to, the number of days before and after an election that political signs may be displayed. No signs shall be allowed on property owned by the Association without the direct written consent of the Association Board of Directors.

H. Article VIII, Section 20 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII Section 19, to read as follows:

Section 20. Screening Required. All equipment, wood piles, and storage piles shall be kept screened by adequate planting and fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage, shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

I. Article VIII, Section 22 of the Subdivision Restrictions shall be deleted in its entirely and replaced with a new Article VIII, section 22, to read as follows:

Section 22. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any lot or Common Area hereby restricted, except that the Owner of a Lot may repair their personal vehicle on their Lot if it remains within a closed garage during all repairs. Any repairs conducted with the garage doors being open shall be limited to no more than 24 hours.

J. Article VIII, Section 23 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, section 23, to read as follows:

Section 23. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over ¾ ton, unmounted campers, unlicensed or inoperable vehicles or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb and in any event nor more than twelve (12) hours at any one time. Boats, campers, trailers, and recreational vehicles may be parked on paved portions of the Lots but must be in working order and properly licensed, registered, and insured. No equipment or vehicles shall be parked on any common areas or properties owned by the Association. No equipment or vehicles shall be parked on the lawn or landscaped portions of any Lot or blocking city right-of-way and sidewalks.

K. Article VIII, Section 24 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 24, to read as follows:

Section 24. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property. Trash containers may be kept outside of the garage and/or residence without screening. However, all trash shall be placed in waste management company containers with lids closed if stored outside. Trash containers may be stored on the sides or rear of the house and must be placed directly next to the house.

L. Article VIII, Section 28 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 28, to read as follows:

Section 28. Reserved.

M. Article VIII, Section 30 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article VIII, Section 30, to read as follows:

Section 30. Homeowner Maintenance. Owners shall provide Maintenance on their Lots and to the residences constructed thereon in accordance with the standards established by Article I, Section 5 of the hereof. The

Association Board of Directors is authorized to establish reasonable Rules and Regulations for Maintenance of the Lots and residences, and provisions for enforcement of the same including the institution of fines and fine schedules for violations.

N. Article VIII, Section 31 of the Subdivision Restrictions shall be deleted in its entirety and replaced with a new Article III, Section 31, to read as follows:

Section 31. Poles, Antennas, Satellite Dishes, and Alternative Energy Collection. Except as may be preempted by federal, state or local laws, regulations, rules, statutes, and ordinances, no facilities, including poles and wires for the transmission of electricity, television messages, CATV, internet signals and the like shall be placed upon or maintained above the surface of the ground on any Lot.

Except as may be preempted by federal, state or local laws, regulations, rules, statutes, and ordinances, no external or outside antennas or satellite dishes shall be permitted on any Lot without the express written permission of the Association. The Association Board of Directors may establish reasonable Rules and Regulations for the placement, screening, painting, and mounting of any outside antennas, satellite dishes, and equipment for the same. If approved, the exact location on the lot or residence shall be determined by the Architectural Review Committee so long as such location allows for necessary satellite signal receptions. In approving such applications, the Architectural Review Committee may require specific forms of screening as it deems appropriate to effectuate the intent of this section and to limit the negative visual impact on other owners and residents.

Except as may be preempted by federal, state or local laws, regulations, rules, statutes, and ordinances, solar collectors and other alternative energy collection equipment may be maintained on the residences and Lots with the express prior written approval of the Architectural Review Committee. The Association Board of Directors may establish reasonable Rules and Regulations for the placement, screening, painting, and mounting of any solar collectors or other alternative energy collection equipment for the same. If approved, the exact location on the lot or residence shall be determined by the Architectural Review Committee. In approving such applications, the Architectural Review Committee may require specific forms of screening as it deems appropriate to effectuate the intent of this section and to limit the negative visual impact on other owners and residents.

No flag poles, poles nor standard, shall be erected or maintained, except with the prior written permission of the Architectural Review Committee.

All basketball goals, including type, color and location, must be approved prior to installation by the Architectural Review Committee. Free standing basketball goals are permitted to be placed in front of a residence, but cannot be placed closer to the curb line than 1/2 of the distance from the residence to the curb line. Basketball goals cannot be attached to the front of the residences. Basketball goals shall be limited to one free standing basketball goal per residence.

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

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, fines, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter. The Association may collect and charge attorneys' fees, costs, and all related expenses associated with the enforcement of the provisions of this Declaration and any Rules and Regulations promulgated under the authority of this Declaration.

To maintain the standards and harmony of the Property, fees may be assessed by the Association Board of Directors for violations of the provisions of Articles VI, VII, and VIII of this Declaration or any Rules and Regulations promulgated thereunder:

(a) **Notice & Cure Period.** Upon identification of a violation, the Owner of the Lot will receive a written notice specifying the violation and a time period to correct it prior to institution of any fee or fine; extensions of time may be granted by the Association Board of Directors upon written notice of the same with approved plans or corrections from the Owner of the Lot.

(b) **Fees for Non-Compliance.** If the violation is not corrected within the specified period, a fee/fine pursuant to the Association's adopted fee/fine schedule shall be imposed by the Association Board of Directors. The schedule may reflect varying amounts based upon the severity of the violation and whether it is a first or repeated offense. The Board of Directors may adopt, by Rules and Regulations, a fee/fine schedule for offenses and each violation of the restrictions provided for herein. Any fee/fines imposed shall be collected, shall accrue interest, and shall be an encumbrance on the land as delinquent assessments imposed on the Lots within the Property.

(c) **Repeat Violations.** Repeat violations of the same restriction may result in incrementally higher fines as outlined in the adopted fee/fine schedule.

(d) **Special Assessment for Unaddressed Violations.** In cases where violations are not addressed after multiple notifications, the Association reserves the right to take corrective action, with all associated costs assessed to the Owner of the Lot as a special fine fee.

(e) **Appeals Process.** Owners of Lots may appeal assessed fines/fees in writing within ten (10) days of the fee notice. Appeals will be reviewed by the Association Board of Directors at its next regularly scheduled meeting.

(f) Fee/Fine Schedule. The fee/fine schedule for non-compliance shall be reviewed annually and presented for approval at the annual meeting of the Members. If not reviewed, the previous year fee/fine schedule will remain in place. The current schedule shall be published by the Association and made available upon request. Fines and fees assessed pursuant to this Section may be collected and imposed in the same manner and with the same interest as assessments imposed by the Association.

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

> Section 5. Notices. Except as provided in Article IX, Section 1 above for notices of violations, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when emailed to an email address consented to and provided by the Owner, or mailed, postage prepaid, to the last known address of the person or entity who appears as Member or Owner on the records of the Association at the time of such mailing.

Q. In all other respects, the Subdivision Restrictions are hereby ratified, adopted and approved, and shall remain in full force and effect, except for the amendments, additions and uniform adoptions outlined above.

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