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GREENE COUNTY, MISSOURI RECORDERS CERTIFICATION

REAL ESTATE DOCUMENT

RECORDER OF DEEDS

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AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR KAY POINTE

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS made this 17th day of December, 2020, by KAY POINTE HOMEOWNERS ASSOCIATION, INC., a Missouri corporation,

WITNESSETH:

WHEREAS, Developer is the owner of property located in Section 20, Township 29N, Range 22W, in the City of Springfield, Greene County, Missouri, which has been platted as Kay Pointe Subdivision, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty (20), Township Twenty-nine (29), Range Twenty-two (22); thence N88°50'E 897 feet more or less; thence S1°10'E 208 feet more or less; thence N88°50'E 208 feet more or less; thence N1W 208 feet more or less; thence N88°50'E 230 feet more or less to the Northwest corner of "Kordalis Addition"; thence South 200 feet more or less to the Southwest corner of said Addition; thence East 565 feet more or less to the Southeast corner of Lot Six (6) of said Addition; thence South 30 feet more or less to the Southwest corner of Lot Seven (7) of said Addition; thence East 160 feet more or less to the Southeast corner of said Lot Seven (7); thence North 30 feet more or less to the Southwest corner of Lot Eight (8) of said Addition; thence East 340 feet more or less to the Southeast corner of said "Kordalis Addition"; thence S0°30'W 1804.5 feet more or less to the North line of the South 1/2 of the South 1/2 of Section Twenty (20); thence West along said North line 2380.4 feet more or less to the West line of the East ½ of the Southwest Quarter (SW ¼); thence North along said West line 2022 feet more or less to the point of beginning. All being in the City of Springfield, Greene County, Missouri except any part taken or used for road purposes;

WHEREAS, Developer desires to provide for the development of Kay Pointe with open areas, recreational facilities and detached single family homes as a coordinated community unit, to provide

for the maintenance, improvement and administration of the community and preservation of the values and amenities of Kay Pointe; and

WHEREAS, There will be incorporated under the laws of the State of Missouri a corporation not-for-profit to be known as Kay Pointe Homeowners Association, Inc. to manage the Kay Pointe community properties and facilities, to administer and enforce the covenants and restrictions, and to collect and disburse the assessments hereinafter created;

NOW, THEREFORE, Developer declares that the real estate platted as Kay Pointe, including any additions thereto which may be made in accordance herewith, shall be subject to the restrictions, covenants and conditions, easements and charges, hereinafter set forth, which shall run with the land and be binding on all present and future owners, and shall insure to the benefit of each owner of any of the land included in Kay Pointe.

ARTICLE I DEFINITIONS

- 1. The following words when used herein shall have the following meanings:
 - (a) "Association" shall mean the Kay Pointe Homeowners Association, Inc., a Missouri not-forprofit corporation, or its successors or assigns.
 - (b) "Property" or "properties" shall mean the real property included in the plat of Kay Pointe and any additional real property which shall be made subject to these covenants as provided herein.
 - (c) "Common Area" shall mean all real property dedicated for common use and controlled by the Association for the benefit of members of the Association.
 - (d) "Lot" shall mean any tract of land designated by a number on any plat of property in Kay Pointe and available for private ownership.
 - (e) "Corner Lot" shall mean any Lot abuts other than at its rear line upon more than one street and/or Common Area.
 - (f) "Dwelling Unit" shall mean any building or portion thereof designed and intended for occupancy by one family as a residence.
 - (g) "Owner" shall mean the holder of record fee simple title; whether one or more persons occupying and dwelling in the residence of any Lot or Dwelling Unit in Kay Pointe.

ARTICLE II ADDITIONS TO KAY POINTE

Developer shall have the right to add additional property to Kay Pointe by a declaration in writing recorded in the Greene County Recorder's Office, subjecting said property to the provisions of this instrument, on the same terms and conditions as provided herein for Kay Pointe, provided that such

addition shall be approved by the City Council of the City of Springfield and approval of the Association, if needed, as noted in ARTICLE NINE of Articles of Incorporation of Kay Pointe Homeowners Association, Inc.

ARTICLE III MEMBERSHIP

Every person who is or may become a record owner of a fee or undivided interest in any residential Lot covered by this Declaration which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

- All of the Common Areas in Kay Pointe shall be conveyed to and owned by the Association. Until
 such time as record ownership of the Common Areas is vested in the Association, the members
 of the Association shall have the exclusive right to use the Common Areas as hereinafter
 specified. All Common Areas will not be dedicated for use by the general public, but will be
 reserved to the common use and enjoyment of the members of the Kay Pointe Homeowners
 Association, Inc.
- 2. Every member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:
 - (a) The right of the Association to limit the number of guests of members; the Common Areas which may be used by guests of members, and the conditions under which Common Areas may be used by members and/or their guests, subject to the terms and provisions hereof.
 - (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
 - (c) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow monies for the purpose of improving the Common Areas and facilities, and in aid thereof to mortgage said properties shall be subordinate to the rights of the members hereunder.
 - (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations.
 - (e) The right of the Developer or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject

to such conditions as may be agreed to by the Board of Directors of the Association, but only with the prior written consent of the City of Springfield.

- 3. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family that reside with the Owner of the lot and as set forth more fully in Definitions Article I paragraph (g). Any member may delegate, his right of enjoyment to the Common Area and facilities to the Owners' childcare providers, home health care providers and any other assisted living provider, subject to such rules, regulations and limitations as the Association may establish.
- 4. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. The Association shall have the right to designate Common Areas as "non-usable" by the Owners when deemed in the best interest of the Association. Such right and power of control and management shall be exclusive, after the Common Areas are conveyed to the Association.
- 5. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.
- 6. Absolute liability is not imposed on Lot Owners for damage to Common Areas or Lots in the Planned Unit Development.

ARTICLE V CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

1. Voting Classes:

- (a) <u>Class A</u>: Class A members shall be all of those Owners of single-family residential Lots. Class A members, when a class vote is required, shall vote as a class. Each Class A member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in not event shall more than one (1) vote be cast with respect to any Lot.
- (b) <u>Class B</u>: The Class B member shall be the Developer. The Class B member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article III. As long as there is a Class B membership, annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions shall require the prior approval of the Federal Housing Administration or the Veterans Administration.
- 2. <u>Class Votes:</u> Each class of members shall be entitled to vote, as a class, only when the proposal to be voted on:

- (a) Provides for an increase in the annual assessment as to which class and which proposed assessment requires the approval by the members of the Association pursuant to Article VI hereof;
- (b) Provides for special assessments for capital improvements to be assessed against the particular class;
- (c) Provides for the merger, consolidation, liquidation or dissolution of the Association;
- (d) Provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds or credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association;
- (e) Provides for the election of directors of the Association in accordance with the By-Laws of the Association.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

- 1. Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot in any platted area which is a part of Kay Pointe, by acceptance of a deed therefore, which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of Kay Pointe, by acceptance of a deed therefore, except for the Developer, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Developer or the Association. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above-mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided. The Developer, for each vacant Lot owned within the property, shall not be subject to annual assessments or charges or any special assessments.
- 2. <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Property Owners, and in particular, for the improvements and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the Properties, including, but not limited to, the maintenance and insurance thereof, repairs, replacements and additions thereto, ad valorem

- and other property taxes, and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.
- 3. <u>Basis and Maximum for Annual Assessments.</u> It is understood that the original plat of Kay Pointe subdivides into Lots which will be used only for single-family residences. Until January 1, 1992, the maximum assessments for any Class A member shall not exceed twelve dollars (\$12.00) per month. From and after January 1, 1992, the maximum assessment for any Class A member shall not exceed twelve dollars (\$12.00) per month except for the "cost of living" increase hereinafter provided for in subparagraph (a).
 - (a) From and after January 1, 1992, the maximum annual assessment for each class of members may be increased effective January 1 of each year without a vote of the members in an amount not to exceed one hundred fifty percent (150%) of the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the twelve (12) months immediately preceding the previous month of July.
 - (b) The unoccupied Lots owned by the Class B member shall not be subject to assessment.
 - (c) After consideration of the current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property thereto; PROVIDED, that any such assessment as to any class shall have the approval of a two-thirds (2/3) majority of the votes of the members of such class at a meeting called for that purpose, written notice of which shall be sent to all members of the class not less than ten (10) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting; PROVIDED further, that the maximum amount of any special assessment year shall not exceed an amount equal to three (3) times the annual dues assessed against said member for the same year.
- 5. Quorum for Meeting. At any meeting of the members of the Association, the presence at the meeting of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the members present, though less than a quorum, may give notice to all members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever members are present shall constitute a quorum.
- 6. <u>Commencement Date of Annual Assessments.</u> The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home, townhouse or multi-family unit is constructed thereon and first occupied by the owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be by lease or otherwise. Within ten (10) days after a Dwelling Unit is initially occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least

thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- 7. Effect of Non-Payment of Assessments and Remedies. If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the maximum rate per annum allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property; and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.
- 8. <u>Subordination of Lien to Mortgage</u>. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust. Mortgages shall not be required to collect assessments under this Declaration, nor does failure to pay assessments constitute default under an insured mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, which is subject to any deed of trust pursuant to a power of sale as provided in said deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 9. <u>Exempt Property</u>. The following property subject to this Declaration shall be exempt from the assessment:
 - (a) All properties dedicated to and accepted by a local public authority;
 - (b) The Common Areas; and
 - (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri, except any such land or improvements devoted to dwelling shall not be exempt from said assessments.
- 10. <u>Change of Ownership.</u> Any person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become an Owner.
- 11. <u>Maintenance of Common Areas by City of Springfield.</u> If the City of Springfield determines it necessary to maintain the Common Areas in accordance with Springfield Ordinance 80.1516, the cost of such maintenance by the City shall be assessed ratably against the individual properties within the development that have a right of enjoyment of the Common Areas. This assessment shall become a charge on said properties, and such charge shall be paid by the Owners of said properties within thirty (30) days after receipt of same. Such assessments shall constitute a lien against all properties within the unit ownership.

ARTICLE VII LAND USE

- 1. The Lots as designated in the original plat of Kay Pointe shall be used only for single-family dwelling purposes. All lots shall be used, improved and devoted exclusively to single-family residential use and no gainful occupation, profession, trade or other non-residential use shall be conducted on any such lot. The exclusive use of any Lot or Dwelling Unit in Kay Pointe as a single family residence does not prohibit the Owner(s) to utilize in home childcare providers, home health care providers and any other assisted living provider. No Owner shall lease any lot for the purposes of short term or long term rentals. No structure whatsoever shall be erected, placed or permitted to remain on any lot except one detached single family residence, not to exceed two stories in height, with an attached garage for not less than two motor vehicles, together with: (a) any appurtenant accessory structure or structures approved by the Architectural Review Committee per the guidelines in Article VIII of the Declaration of Restrictions, Covenants and Conditions of Kay Pointe.
- 2. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.
- 3. No animals, livestock or poultry of any kind shall be raised or kept on any Lot except that dogs, cats or common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and further provided that said pets are kept and boarded in the residence property, and not outdoors. Pens constructed for household pets shall not exceed the size of twelve (12) feet by fourteen (14) feet and not more than two (2) pets can be kept in the pens at any one time.
- 4. No mobile home, old house or other used building shall be placed on any Lot, except that during the development period, mobile homes, trailers or temporary buildings for office or storage purposes may be placed with the approval of Developer.
- 5. Boats, trucks larger than one ton with commercial beds, motor homes, trucks with nongarageable camper bodies, mobile homes, or trailers of any kind (including but not limited to house, boats, cargo, travel or camping trailers) shall not be parked overnight on the driveway or in any yard or at the street curb of any lot so as to be visible from the street or Common Area. No disabled motor vehicle and/or unlicensed vehicle shall be kept on the driveway or in any yard or at the street curb of any Lot so as to be visible from the street or Common Area for more than forty-eight (48) hours.
- 6. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than nine (9) square feet advertising the property for sale or rent; provided, however, that those signs used by a builder to advertise property shall be permitted during the construction and sale period for a new home.
- 7. The lawns of all improved Lots in this subdivision shall be maintained in a neat and clean condition with the grass being properly mowed at all times and shall not be higher than six (6) inches. For the Owner(s)' failure to so maintain, the Association may have said Lots mowed and collect from the Owner or Owners thereof the cost of the current value of the mowing up to a maximum charge of One Hundred Dollars (\$100.00) per occurrence for each mowed Lot or Lots so involved.

- 8. No soil may be removed from said subdivision without written consent of the Developer.
- 9. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress.
- 10. All firewood shall remain in the back of each home or inside the garage.
- 11. All trash and garbage shall be kept in containers and shall be maintained in a neat and clean condition and shall be kept in such a place so that said containers shall not be visible from the street or Common Area.

ARTICLE VIII ARCHITECTURAL CONTROL

No building, garage, tool shed, fence, wall or other structure or improvement of any kind, nor any addition thereto, shall be commenced or placed on any Lot until the plans and specifications for said improvement, including the location of said improvement on the Lot, and the intended building contractor or other person or corporation involved therein, shall have been submitted to and approved by the Developer. After such plans and specifications are approved, such building or improvements shall be constructed in strict conformity with the plans and specifications as approved. In the event that Developer shall not approve or reject or make objection to said plans within a period of thirty (30) days after submission to the Developer, then the plans and specifications shall be deemed to have been approved. No Lot shall be divided without the prior written consent of the Developer.

The Developer shall have the right to approve the color of paint for each structure on any Lot in Kay Pointe. In the event the Owner of a structure on any existing Lot wishes to repaint the structure, he shall submit to Developer a sample of the proposed color for approval by Developer. After the sample has been submitted, in the event Developer shall not approve or reject or make objection to said color within a period of fifteen (15) days after submission to the Developer, then the color shall be deemed to have been approved.

Upon the completion of the development, the functions of Developer in Article VII and this Article shall be performed by the Board of Directors of the Association which may delegate said functions to a committee selected by the Board.

Unless the Developer shall find that the intent of these covenants will be served by different criteria, the following design criteria shall normally be as follows:

- 1. No fence or hedge shall be permitted in any front yard. On Corner Lots, no fence or hedge shall extend more than five (5) feet into the side yard abutting the side street or Common Area. No fence or hedge other than the uniform fence prescribed by Developer shall be placed nearer than thirty (30) feet from any Common Area.
- 2. No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard.
- 3. Privacy fencing around patios shall have the posts or other supporting structure on the inside.

- 4. Upon the conveyance by the Developer of any Lots in Kay Pointe, purchasers shall within one (1) year from the date thereof commence construction of improvements and completion of said improvements shall be within one (1) year after commencement thereof; and for failure of purchaser or purchasers to comply with said requirements, or any of them, the Developer shall have the option to repurchase said Lot or Lots for a sum equal to the original purchase price at the time of sale by said Developer.
- 5. No antenna or other device for the transmission or receipt of electronic signals, solar power panels or solar power devices shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the architectural committee. However, the Association shall have authority to award grants with respect to the foregoing prohibition.
- 6. All plans for driveway approach construction, driveway entrances, driveway curb openings and general driveway appearance shall be approved by the Developer, in writing prior to construction. The existing curb shall not be removed, reconstructed, altered or changed for any purpose except with the prior written approval of Developer, and no construction (preliminary or otherwise) shall begin without prior written approval from Developer.
- 7. No fence, wall, hedge or shrub planting at more than four (4) feet above the roadway wall shall be placed or permitted, unless authorized in writing by the Developer.
- 8. All Lot(s) or Dwelling Unit(s) in Kay Pointe subdivision shall be kept in repair consistent with the standards set forth herein the Declarations of Restrictions, Covenants and Conditions of Kay Pointe Homeowners Association, Inc., Amendments to Declarations of Restrictions, Covenants and Conditions of Kay Pointe Homeowners Association, Inc., and the By-Laws of the Kay Pointe Subdivision. The Association reserves the right to determine violations related to items listed in Article I Single Residence, Article VII Land Use, and Article VIII Architectural Control. Further, the Association will determine the financial assessment of said violations. Violations identified by the Association shall be made known to the Owner(s) of said Lot in writing and to be sent via US Mail to the Owner(s) at the address of the lot in violation. The financial assessment for any violations not repaired or remedied within fifteen (15) days following notification by the Association will result in a monetary assessment not to exceed One Thousand Dollars (\$1000.00) per month. The Association reserves its right to place a lien against the Owner(s)' property for non-payment of said violations.

ARTICLE IX RIGHT TO ASSIGN

The Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns and grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or in the instrument.

ARTICLE X DURATION AND ENFORCEMENT

These Restrictions, Covenants and Conditions may be amended in whole or in part at any time within five (5) years from the date of recording same by an instrument in writing executed by Developer, its successors or assigns. After five (5) years, amendment shall be by an instrument in writing executed by the Association, with the approval of at least two-thirds (2/3) of the votes of the members voting in person or by proxy at a meeting called for the purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than forty (40) days prior in advance of the meeting setting forth the purpose of the meeting. Amendment of these Restrictions, Covenants and Conditions are also subject to approval as noted in Article V, paragraph 1(b) herein.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect. Each Lot Owner is empowered to enforce the covenants herein. Enforcement of these covenants shall be by appropriate proceedings at law or in equity which may be brought by any of the then Lot Owners, in order to restrain, enjoy or obtain damages for violation thereof.

IN WITNESS WHEREOF, the registered agent of Kay Pointe has executed this instrument on the date first above mentioned.

STATE OF M	issouri	_)
COUNTY OF	Greene) ss. .)

I, hope Mac whin, state that I am the registered agent for Kay Pointe Homeowners Association, and as such, am authorized to file these amendments and given thereto are true and correct according to my best information and belief.

Angela M. MacLaughlin

Registered Agent Mailing Address:

Kay Pointe Homeowners Association, Inc.

P.O. Box 8833

Springfield, MO 65801

Subscribed and sworn to before me, a Notary Public, this 17th day of December, 2020

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TO

ROBERT DIXON
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Mar. 8, 2021
Commission 13759242

Notary Public \bigcirc Robert \bigcirc No Commission expires: $3|_{3|3030}$