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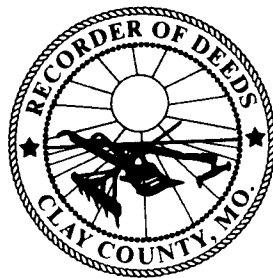


Katee Porter
Recorder of Deeds

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Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Bristol Patio Homes - Second Plat

This Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Bristol Patio Homes - Second Plat (the "Declaration") is made and executed as the date notarized below, by **169 Partners, LLC**, a Missouri limited liability company (the "Developer"), with its principal office and mailing address at P.O. Box 9203, Riverside, MO 64168

Recitals

A. On October 17, 2018, the Developer recorded that certain subdivision plat entitled "**Bristol Patio Homes - Second Plat**" (the "Plat") in the office of the Recorder of Deeds for Clay County, Missouri in Plat Book I at Page 522 under Document Number 2018033889 pursuant to a Community Unit Plan approved by the City of Kansas City, Missouri, covering the real property formerly legally described as shown therein and on Exhibit A attached hereto, and platting the same into **Lots 30 through 67 and Tract A**, and the streets, roadways, private open space and other areas shown and marked thereon (the "Property").

B. The Developer presently owns all of the Property and the other areas shown on the Plat, as well as certain areas adjoining the Property.

C. The Developer desires to create, establish, maintain and preserve a quality patio home, single-family residential neighborhood possessing features of more than ordinary value.

D. From time to time the Developer may cause (or permit) Residences to be built within the said Lots 30 through 67 above (or any similar tracts or lots added as Expansion Property) and cause building lots (one per Residence) to be created by replat, lot split certificate of survey or otherwise within the boundaries of such Lots 30 through 67 (or any Expansion Property).

E. The Developer desires to subject the Property to those certain covenants, conditions, restrictions and easements herein set forth.

Declaration

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby subjects the Property to the following covenants, conditions and restrictions, including charges and Assessments. Such covenants, conditions and restrictions are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and assigns and all other persons and entities, who or which have, at any time, any right, title or interest in all or any part of the Property. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the provisions of this Declaration with respect to such Lot and any Residence thereon.

Katee Porter, Recorder of Deeds

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ARTICLE 1 Definitions

When used in this Declaration or in any Supplemental Declaration, the following words shall have the meanings set forth below.

- 1.1 **"Annual Assessment"** has the meaning set forth in Article 6.2 hereof.
- 1.2 **"Articles"** mean the Articles of Incorporation of the Association, as amended from time to time.
- 1.3 **"Assessments"** means the Annual, Special and Default Assessments levied pursuant to Article 6 hereof.
- 1.4 **"Association"** means the Bristol Patio Homes Owners Association (or such similarly named corporation whose name shall be available from the Missouri Secretary of State), a Missouri mutual benefit not for profit corporation to be formed within a reasonable time after recordation hereof, and said Association's successors and assigns.
- 1.5 **"Association Documents"** means this Declaration, the Articles, the Bylaws, all Supplemental Declarations and all procedures, rules, regulations, and policies adopted under such documents by the Association.
- 1.6 **"Board of Directors"** means the governing body of the Association. There shall be three (3) Directors who shall serve on the Board of Directors.
- 1.7 **"Bylaws"** means the Bylaws adopted by the Association, as amended from time to time. The right to create, amend, supplement and abolish Bylaws shall be vested solely in the Board of Directors.
- 1.8 **"Common Area"** means all of the Property excepting and excluding the Lots hereinafter defined in Section 1.16 below (regardless of whether such Common Area is owned by Developer or Association) and, without limitation, includes all parks not previously or by the Plat dedicated to and accepted by the City, all recreational areas, Tract A as shown on the Plat, all open or green space areas, all private open space, all entrances, monuments, berms, street islands and other ornamental areas and related utilities, lights, sprinkler systems and landscaping, all storm water drainage or detention facilities and improvements and easements therefor, all utility easements and all property of a similar character brought within the jurisdiction of this Declaration by all Supplemental Declarations. Until the Bristol Patio Homes - Second Plat subdivision (including any property added thereto as Expansion Property by one or more Supplemental Declarations) is built out and sold, Developer may, at its option, either convey all or part of the Common Areas to the Association or retain ownership of such Common Area even though the Association shall have the legal obligation to repair, insure and maintain same at all times for the benefit of the Association as

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well as Developer (but after build out and sale of all Lots in the Bristol Patio Homes - Second Plat subdivision, as the same may be expanded from time to time, Developer shall convey such Common Area to the Association).

1.9 **"Common Expenses"** means all costs and expenses, including, without limitation, wages, electrical and water utility charges, legal, accounting and other fees, taxes, real estate taxes and special assessments, insurance (including that required by Article 5.3 hereof), interest, supplies, parts, and management or service fees, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate and replace the Common Area and all improvements thereon, including, without limitation, sewer lines from a common collection point and clean out facility (together, the "collector") to the public City sewer main, landscaping and care of grounds, and snow removal, (b) to provide exterior repair and maintenance for Residences to the extent hereinafter provided (even though such Residences may not constitute "Common Area"), (c) to operate recreational and other facilities operated for the general benefit of the Owners, (d) to manage and conduct the affairs of the Association, (e) to repay funds borrowed by the Association, (f) to pay any deficit remaining from a previous assessment period, (g) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs, and replacement of improvements within the Common Area and the exterior maintenance of Residences on a periodic basis, (h) which are expressly declared to be common expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (i) which the Board of Directors reasonably determines to be common expenses of the Association.

1.10 **"Declaration"** means this Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Bristol Patio Homes - Second Plat, as amended or supplemented from time to time.

1.11 **"Default Assessment"** has the meaning set forth in Article 6.1 and Article 6.4 hereof.

1.12 **"Developer"** means 169 Partners, LLC, a Missouri limited liability company, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term **"Developer"** shall thereafter refer to both the Developer and all Successor Developers unless the context clearly means otherwise.

1.13 **"Expansion Property"** has the meaning set forth in Article 13.1 hereof.

1.14 **"Fine"** has the meaning set forth in Article 6.5 hereof.

1.15 **"Improvements"** has the meaning set forth in Article 10.2 hereof.

1.16 **"Lot"** means a building lot shown on the Plat or that is created by the Developer (or a builder or other person to whom the Developer sells such building lot) by metes and bounds survey, replat, lot split certificate of survey or similar mechanism authorized by the City, together with all appurtenances and Improvements now, or in the future, on such Lot, including a Residence. Tract A described in the Plat shall not be deemed a "Lot"

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1.17 **"Manager"** means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time pursuant to Article 4.4 hereof.

1.18 **"Member"** means a member of the Association as set forth in Article 3.1 hereof.

1.19 **"Mortgage"** shall mean any mortgage, deed of trust, contract for deed or other security document pledging or conveying in trust any Lot or interest therein as security for payment of a debt or obligation.

1.20 **"Mortgagee"** means any person named as a mortgagee or deed of trust beneficiary in any mortgage, deed of trust or other land security interest, or any successor to the interest of any such person under such Mortgage.

1.21 **"Owner"** means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer and the purchaser under a contract for deed. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a Mortgagee or a trustee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

1.22 **"Owner's Proportionate Share"** means a fraction, the numerator of which is the number of Lots then owned by such Owner within the Property and the denominator of which is the total number of Lots then within the Property, as it may be expanded.

1.23 **"Party Wall"** means any wall which is in common between 2 or more Residences.

1.24 **"Property"** means and refers to the real property described in the Plat and on **Exhibit A** attached to this Declaration and all additional property, if any, brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.25 **"Proposed Construction"** has the meaning set forth in Article 10.2 hereof.

1.26 **"Residence"** means a patio home, single-family dwelling constructed on any one Lot. For purposes hereof, **"single-family"** shall have the same meaning as in the ordinances of the City.

1.27 **"Review Committee"** has the meaning set forth in Article 10.1 hereof.

1.28 **"Special Assessment"** has the meaning set forth in Article 6.3 hereof.

1.29 **"Street"** shall mean any roadway, street, court, circle, terrace, drive or other right-of-way designated for vehicular traffic shown on the Plat.

1.30 **"Subdivision"** means, collectively, the Lots, Common all other parts of the Property and all Expansion Property.

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1.31 **"Successor Developer"** means any person or entity to whom the Developer assigns or transfers all, or any part, of its rights, obligations or interests as the developer of the Property, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds of Clay County, Missouri, designating such person or entity as a Successor Developer.

1.32 **"Supplemental Declaration"** means an instrument which amends or modifies this Declaration, as more fully provided for herein, including any which includes or adds Expansion Property.

1.33 **"Turnover Date"** means the earlier of: (i) December 31, 2027; or (ii) the date the Developer, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration (evidenced by a writing recorded in the Office of the Clay County Recorder of Deeds).

1.34 **"Working Capital Fund Contribution"** shall have the meaning set forth in Article 6.12 hereof.

ARTICLE 2

Persons and Property Bound By Declaration

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of, and be binding upon, the Developer and all persons or entities who shall hereafter acquire any interest in the Lots or other property within the Subdivision and Property. The Developer and all persons who take any interest in a Lot shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions and restrictions in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3

Membership, Voting and Operations

3.1 **Membership in The Association.** The Owner of each Lot within the Subdivision shall be a Member of the Association. The Developer shall also be a Member of the Association. If a Lot is owned by more than one Owner, all Owners of the lot, collectively, shall be deemed the Member of the Association for such Lot so that there shall be only 1 "Member" (and vote) per Lot except as provided below for with respect to the Developer whose voting rights and votes are not tied to ownership of a Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2 **One Class of Members.** There shall be one class of Members consisting of the Developer and all Owners.

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3.3 Meetings. Annual and special meetings of the Members shall be called, held and conducted in the manner provided in the Bylaws or, in the absence of any provision in the bylaws, as provided by applicable Missouri law.

3.4 Voting Rights. Except as otherwise provided herein, including in Article 3.9 below with respect to preferential voting rights of Developer, all Members shall be entitled to vote on Association matters requiring a vote under this Declaration. Except as otherwise provided herein, including in Article 3.9 below with respect to preferential voting rights of Developer, on all matters to be voted on by the Members, each Member shall have one (1) vote for each Lot owned. If more than one Owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the Secretary of the Association in writing. Fractional votes shall not be permitted and there shall be only one (1) vote cast with respect to any Lot. Proxy voting is expressly prohibited. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Declaration shall be approved by a simple majority of the votes present at an annual or special meeting duly called where a quorum is present. A quorum shall be the presence, in person, of 10% of the votes entitled to be cast at such meeting.

3.5 Transfer of Membership. Membership is appurtenant to, and may not be separated from, ownership of any Lot (except for membership of Developer which is not appurtenant to any particular Lot). An Owner (other than Developer) may not transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot and then only to the purchaser or Mortgagee of the Lot. Upon the sale of a Lot, the membership associated with the Lot shall automatically transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association. The Association may charge a reasonable fee for copying such materials.

3.7 Association as Successor Developer. On the Turnover Date, the Association shall succeed to all (if any) of the duties and responsibilities of the Developer under this Declaration. The Association shall not, however, succeed to any easements or rights of the Developer or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Developer.

3.8 Implied Rights and Obligations. The Association may exercise all rights and privileges expressly granted to the Association in the Association Documents and all other rights and/or privileges reasonably implied from those expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the Association by the Association Documents.

3.9 Developer's Control of Association Prior to Turnover Date. Until the Turnover Date, the Developer shall have such number of votes as shall equal the product of the number of votes then held by all Owners of Lots times (X) three (3). Notwithstanding anything in this Article 3 or elsewhere in this Declaration to the contrary, until the Turnover Date, the Developer shall maintain

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absolute and exclusive control over the Association and the Review Committee, including appointment, election and removal of all directors of the Association and all members of the Review Committee. Until the Turnover Date, only the Developer shall be entitled to cast any votes with respect to the election and removal of Association directors and members of the Review Committee or any other matters requiring the vote or approval of Members or Owners. The Developer may (but shall not be required to) at any time relinquish (either permanently or temporarily for a particular purpose) all or any part of the Developer's control and rights under this Article 3.9. Prior to turnover, Developer has the absolute right to modify or amend this document pursuant to Article 16.2.

ARTICLE 4 Power and Authority

4.1 Power and Authority of The Association. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Declaration. Such power and authority includes, without limitation, the following, which the Association may (but shall not be obligated or required to) exercise in its discretion:

- (a) Accept by conveyance from the Developer and own the Common Area and any other areas of the Property to be held for the general benefit of the Owners;
- (b) Enforce, either in the Association's name or in the name of any Owner within the Subdivision, the covenants, conditions, restrictions and easements imposed upon the Lots, the Common Area or other parts of the Property as are in effect from time to time. The expenses and costs of any enforcement proceedings shall be paid out of the general funds of the Association. Nothing herein contained shall prevent the Developer, or any Owner having the right to do so, from enforcing in their own name any such covenants, conditions, restrictions or easements;
- (c) Levy and collect the Assessments and Working Capital Fund Contributions which are provided for in this Declaration and to charge reasonable admission fees, service charges and other amounts for the use of the Common Area;
- (d) Manage and control as trustee and attorney-in-fact for all Members, all improvements upon and to the Common Area, other areas of the Property owned by the Association, or any other areas which are owned by either the Association or Developer but held for the general benefit of the Owners;
- (e) To the extent not provided by the City, maintain, repair and replace all pedestrian ways, gateways, entrances, fountains, gardens, water run-off detention areas, ponds or basins, lighting, water sprinkling systems, sewer lines from a collector (as defined in Article 1.9 above) for the Residences connecting to the City's public sewer main, landscaped areas within the Common Area or rights-of-way or platted landscape easements, fences and

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ornamental features, Subdivision identification signs and monuments and any other amenities;

(f) To the extent not provided by the City, provide and maintain lights and lighting on Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area;

(g) To the extent not provided by the City, erect and maintain signs for marking of Streets, and safety signs for protection of children and other persons, after such signs are approved by appropriate public authorities;

(h) Exercise control over easements (including any for water drainage control) it acquires from time to time or has pursuant to the Plat;

(i) Acquire and own title to such real estate as is reasonably necessary in order to carry out the purposes of the Association and promote the health, safety, welfare and recreation of Owners in the Subdivision, pay taxes on real estate and facilities owned by the Association, and pay taxes assessed against the Common Area (even though owned by Developer or otherwise) or other land in public or semi-public places within the Subdivision;

(j) Enter into such agreements with other homes associations, municipalities or other governmental agencies, individuals or corporations in order to implement the purposes of the Association, and to provide such improvements for the benefit of the Owners and Members of the Association within the intent of this Declaration;

(k) Acquire, provide and maintain insurance for the protection of the Association (including liability insurance for its officers and directors), the Developer, the Members, and the Common Area, including, without limitation, comprehensive public liability, officers and directors, workers compensation, fidelity insurance and bonds to protect against dishonest acts on the part of the Association's officers, directors, trustees, employees and agents and such other insurance against risks of a similar or dissimilar nature as the Board of Directors deems appropriate with respect to the Association's responsibilities and duties, including contractual liability for the indemnification set forth in Article 17.7 below, provided however, in no event shall the Association be required at any time to provide casualty and property coverage on the Residences and their exteriors (such being the obligation of each Owner);

(l) Dedicate, sell, subdivide or transfer all or any part of the Common Area to any public or private agency, authority, person or entity, but only with the prior written consent of the Developer prior to the Turnover Date;

(m) Create, grant and convey easements (to such persons or classes of persons [regardless of whether such person or classes of persons are Members or Owners] for such consideration, if any, as the Board shall specify in its discretion) upon, across, over, through and under the Common Area for ingress or egress, walking trails, or installation, replacement, repair and maintenance of all utilities or other such facilities including, but not

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limited to, water, sewers, natural gas, telephones, electricity and television cable systems, provided however, until the Turnover Date, such creation, grant and conveyance of easements may only be done with the prior written consent of Developer;

(n) Establish and publish rules and regulations to regulate and control the Owners' use and enjoyment of the Common Area as well as such other activities which affect the Members' quiet and peaceful use of the Lots within the Subdivision;

(o) Employ or provide duly qualified officers for the purpose of providing police or security protection as the Board deems necessary or desirable in addition to that rendered by public authorities;

(p) Borrow money from any person, including the Developer, for the proper conduct of the Association's affairs, and the exercise of its powers and authority and the fulfillment of its obligations, subject to any limitations set forth in the Bylaws;

(q) Suspend the voting rights of any Member (other than the Developer) during any period in which such Member is in default on payment of any Assessment or after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter;

(r) Fine a Member (other than Developer) for infraction of any of the provisions of this Declaration or any published rules or regulations in amounts as may be determined and changed from time to time by the Board of Directors;

(s) Provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways;

(t) Provide for, or manage, the collection and disposal activities of rubbish, trash and garbage in the Subdivision;

(u) Care for, spray, trim, protect, plant and replant trees, shrubbery, grass and sod along all Streets, within Lots, and in the Common Area and other areas within the Subdivision set aside for the general use of Owners or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Members;

(v) Mow, care for, maintain and remove rubbish from vacant and unimproved Lots or other parts of the Property and to do any other things reasonably necessary or desirable to keep any vacant and unimproved property in the Subdivision neat in appearance and in good order;

(w) Provide for plowing and removal of snow from streets, driveways and sidewalks;

(x) Exercise all rights, power and authority granted to the Association by this Declaration; and

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(y) Engage a Manager to perform such duties, powers or functions of the Association as the Board of Directors may authorize from time to time as set forth in Article 4.4 below.

4.2 Exercise of Authority. Unless specifically reserved to the Members by this Declaration, the Bylaws, the Articles or applicable law, all powers and authority of the Association shall be exercised by the Board of Directors, acting within its sole discretion. Although the Association may exercise the powers and authority granted in Article 4.1 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority. For example, although the Association has the power to provide for collection and disposal of rubbish, trash, refuse and garbage in the Subdivision, the Board may, in its discretion, choose not to exercise that power and, in lieu thereof, require the Owners to contract with the City or private haulers to dispose of their trash. The Association shall exercise such powers and authority in the discretion of its Board of Directors, unless otherwise specifically required or permitted herein or in the Articles or Bylaws to be exercised by the Members.

4.3 Casualty Damage/Public Liability Insurance on Lots and Residences. Each Owner (rather than the Association) shall obtain and maintain in full force and effect casualty insurance on the Residences and other insurable improvements on the Lots (including the fixtures initially installed in the Residences and replacements thereof up to the value of those initially installed therein by or for the Owners, and including furniture, wall coverings, improvements, additions or other personal property supplied or installed by the Owners), together with all heating, ventilation, air conditioning equipment and other service machinery and utilities contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount also equal to the full replacement value (i.e. one hundred percent (100%) of the current replacement cost exclusive of land, foundation, excavation and other items normally excluded from coverage), without deduction for depreciation. Such insurance shall afford protection against loss or damage caused by fire, windstorm, hail and other hazards covered by the standard extended coverage policy or endorsement including debris removal, demolition, vandalism, malicious mischief and water damage. Such policy shall also insure against public liability with minimum limits of \$100,000.00 per person, \$300,000.00 per occurrence. Each Owner shall furnish Association with evidence of the existence of such insurance coverage as the Association may from time to time require by written demand made upon the Owner.

4.4 Insurance Requirements Generally. All insurance coverage obtained by the Association or an Owner shall comply with the following terms and conditions:

(a) The Developer and the Association shall be additional named insureds on all such policies of insurance which an Owner is herein required to obtain and maintain in force. On public liability policies obtained by Association, Developer shall be named as an additional insured;

(b) Coverage under the policies shall not be prejudiced by (i) any act or neglect of any Owner, or their tenants, servants, agents, invitees, and guests when such act or neglect is not within the control of the Association, or (ii) any act, neglect or failure of the Association with respect to any portion of the Property over which the Association has no control;

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(c) All policies shall be written by insurers licensed to do business in Missouri and holding a rating of B/VI or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not reasonably available, the most nearly equivalent rating; and

(d) All liability insurance shall also include a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.

4.5 Manager. Any powers, duties or rights of the Association created pursuant to this Declaration, or of the Board, as provided by law and herein, may be delegated to a Manager under a management agreement, which Manager may or may not have a relationship to the Developer or its principals or affiliates; provided, however, that no such delegation shall relieve the Association of its obligation to perform such delegated duty.

ARTICLE 5 Common Area

5.1 Property Rights in the Common Area. Subject to the other provisions hereof, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area (subject to such restrictions as may be placed thereon by the Association) and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

5.2 Maintenance of the Common Area. The Association shall manage, repair, maintain, replace, improve, operate and deal with the Common Area and keep it, and all improvements thereon, in reasonably good condition. The cost of performing these duties shall be a Common Expense. The Board of Directors may employ or contract with a Manager or third parties to render such services with respect to the Common Area.

5.3 Insurance. The Association may provide and maintain insurance for the protection, repair and replacement of the Common Area as set forth above and may also provide and maintain director' and officers' liability insurance for the directors and officers of the Association.

5.4 No Partition. The Common Area shall be owned by either the Association or the Developer, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Area.

ARTICLE 6 Assessments, Fines and Working Capital Fund Contribution

6.1 Obligation; Purpose. The Association may assess against all Lots (and each Owner, by acceptance of a deed to such Owner's Lot, hereby agrees to pay to the Association) Annual Assessments, Special Assessments and Default Assessments. For purposes hereof, (a) "**Annual Assessments**" are Assessments imposed and levied by the Board of Directors against each Owner in accordance with such Owner's Proportionate Share which are necessary to meet the Common

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Expenses, (b) "**Special Assessments**" are Assessments for capital improvements to the Common Area and other purposes as stated in Article 6.3 of this Declaration and (c) "**Default Assessments**" are Assessments assessed against a Lot as the result of the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents. The Assessments shall be used for the benefit of the Owners and occupants of the Subdivision as set forth herein and, except for Default Assessments, shall be levied against Lots and Owners pursuant to each Owner's Proportionate Share.

6.2 Annual Assessments. Subject to the limitations set forth herein and in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Assessments based upon the estimated Common Expenses for the subsequent fiscal year of the Association. The Annual Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The Board of Directors shall endeavor to make the Annual Assessments on or before January 1 of each year and shall be due and payable in one lump sum no later than thirty (30) days after assessment. If the Board of Directors fails to timely make any Annual Assessment for any fiscal year, the amount of such Annual Assessment for the year shall automatically be the same as the Annual Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate without a vote of the membership. After the Turnover Date, the Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessment for the immediately preceding year without the approval of a simple majority of votes present (in person) at a meeting duly called (and at which a quorum is present) or (b) one hundred fifty percent (150%) of the Annual Assessment for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the votes present (in person) at a meeting duly called (and at which a quorum is present). The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Assessments in excess of the actual Common Expenses incurred in any fiscal year or may hold the same in reserve.

6.3 Special Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, renovation or replacement of the Common Area (or improvements therein or thereon) or for any other expenses incurred by the Association in fulfilling its obligations or exercising its rights under this Declaration (such as, but not limited to, performance of exterior maintenance of Residences) or otherwise imposed upon the Association. In imposing any Special Assessment, the Board of Directors shall specifically refer to this Article 6.3. The Board of Directors shall promptly give the Owners written notice of the amount of all Special Assessments and the time for payment thereof. No payment of all or part of any Special Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.3 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration.

6.4 Default Assessments. The Board of Directors may assess Default Assessments against an Owner at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date. Each Default

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Assessment shall become a lien against such Owner's Lot when due and may be foreclosed or otherwise collected as provided in this Declaration.

6.5 Fines. The Board of Directors may assess and impose a Fine of Twenty Dollars (\$20) per month (or such other amount as the Board of Directors shall determine appropriate from time to time) for each month in which any infraction of any of the provisions of this Declaration, the Articles, Bylaws or any rules or regulations promulgated by the Board is committed by any Owner or any tenant of any Owner. The Board of Directors may promulgate and change from time to time rules or regulations setting forth procedures for appealing Fines. Fines shall be imposed only after notice and an opportunity to be heard before the Board of Directors. Cause for Fines shall not be for frivolous reasons but for those actions which violate the security of Owners, endangers occupants, cause a nuisance to Owners or their tenants or interfere with the quiet enjoyment of their Residences or the Common Areas by other Owners or their invitees.

6.6 Effect of Nonpayment; Liens. Any Annual, Special or Default Assessment or any Fine (individually, the "Delinquency" and collectively, the "Delinquencies") that is not paid within thirty (30) days after its due date shall be delinquent. Upon a Delinquency becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each Delinquency in an amount of five percent (5%) of the Delinquency;
- (b) Assess an interest charge from the date of delinquency at a rate of 10% per annum;
- (c) Suspend the voting rights of the Owner during any period of a Delinquency;
- (d) Accelerate all remaining Assessment installments (if any are payable in installments) so that unpaid Assessments and other Delinquencies shall be immediately due and payable;
- (e) Bring an action at law against any Owner personally obligated to pay the Delinquency ;
- (f) File a statement of lien with respect to the Lot; and
- (g) Proceed with perfection and foreclosure of liens for the Delinquency.

A Delinquency shall constitute a lien on the Lot, including the Residence and any other Improvements, and shall attach on the due date for the Assessment. The Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of Clay County, Missouri. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary or attorney of the Association, shall set forth (i) the name and address of the Association, (ii) the amount of the Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. At least ten (10) days prior to filing any such certificate of record, the Association shall mail a copy of the certificate to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the

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certificate of lien, any such lien may be foreclosed by appropriate action at law or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by the laws of Missouri (including, without limitation, common law procedures for perfecting, establishing and foreclosing equitable liens). Each Owner of a Lot by its acceptance of a deed thereto hereby consents to such foreclosure mechanism. In the event of any such lien foreclosure and sale (whether at private sale or by public execution sale), the Owner shall be liable for the amount of all unpaid (after application of sale proceeds) Delinquencies, all penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien and all reasonable attorneys' fees and expenses incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure or execution sale and to acquire and hold, lease, mortgage, and convey the same. All liens for Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquency against persons personally liable for such amount or foreclosure proceedings are instituted. In such cases the lien shall continue until termination of the suit and sale of the Lot upon execution of any judgment obtained or until completion of foreclosure proceedings.

6.7 Personal Obligation. The amount of any Delinquency chargeable against any Lot shall also be a personal and individual debt of the Owner of the Lot at the time the Assessment became due. No Owner may exempt himself from liability for the Delinquency by abandonment of his Lot or by waiver of the use or enjoyment of all, or any part of, the Common Area. All successors to the fee simple title of a Lot shall be jointly and severally liable for all unpaid Delinquencies, interest, late charges, penalties, costs, expenses, and attorneys' fees (in any action filed by the Association to collect a Delinquency or Assessment, the Owner shall reimburse Association for all attorney's fees therein incurred by Association) against such Lot with the Owner who owned the Lot at the time the unpaid Delinquency first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Delinquencies by, or on behalf of, the Association under Article 6.10 below. The Association may bring suit against the Owner or any successor to recover unpaid Delinquencies any penalties and interest thereon, the cost and expenses of such proceedings and all reasonable attorneys' fees and expenses in connection therewith, without foreclosing or waiving the Delinquency lien provided in this Declaration.

6.8 Priority of Lien. The lien for Delinquencies provided for in this Declaration shall be subordinate to (a) liens for real estate taxes and special governmental assessments and (b) Mortgages recorded prior to the due date for any such Delinquency. The lien for Delinquencies shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri which all present and future Owners waive by taking title to Lots. Except as specifically set forth herein or provided by law, no sale or transfer of a Lot shall release it from the lien of any Delinquency. The amount of any extinguished lien for a Delinquency may, at the direction of the Board of Directors, be reallocated and assessed to all Lots as a Common Expense.

6.9 Notice to Mortgagee. Upon written notice by a Mortgagee to the Association of a Mortgage and written request for notice of unpaid Delinquencies, the Association shall be permitted

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to report to the Mortgagee all Delinquencies remaining unpaid for longer than sixty (60) days after the due date. Any Mortgagee holding a lien on a Lot may pay any unpaid Delinquency, together with all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgagee.

6.10 Statement of Status. Upon written request of any prospective Mortgagee or purchaser of a Lot and payment of a reasonable fee established by the Board of Directors, the Board of Directors of the Association shall issue a written statement setting forth the amount of all unpaid Delinquencies, if any, with respect to such Lot. The amount set forth on such statement from the Association shall be binding on the Association if the prospective purchaser purchases the Lot (or the prospective Mortgagee mortgages the Lot); provided, however, the Owner of the Lot during the time when such Delinquency became due and owing shall remain liable for all unpaid Delinquencies. If the Association does not issue a written statement within thirty (30) days of its receipt of the request and fee payment, the prospective purchaser (or prospective Mortgagee, as the case may be) may make an additional written request. If the Association does not issue a written statement within ten (10) days of the second request, the lien for the unpaid Delinquencies shall be released automatically upon the prospective purchaser's acquisition of the Lot (or the prospective Mortgagee's mortgage of the Lot). A statement shall be deemed issued by the Association upon deposit in the U.S. Mails or tender of delivery to the prospective purchaser.

6.11 Notification of Association's Address. The Association shall notify each Owner, at their address listed with the Association, of the Association's address, and all changes thereto, where payments shall be made and other Association business may be conducted.

6.12 Working Capital Fund Contributions The Developer may require the first Owner of a Lot (other than the Developer or the builder initially acquiring such Lot for purposes of constructing thereon a Residence for sale) to make a nonrefundable contribution to the working capital of the Association in an amount equal \$250.00 (a "Working Capital Contribution"). The Association shall maintain all such Working Capital Contributions in its general account(s) for the use and benefit of the Association in carrying out its duties hereunder, including, without limitation, paying Common Expenses or meeting unforeseen expenditures (the Working Capital Contributions need not be segregated from other funds of the Association). Such Working Capital Contribution shall not relieve an Owner from making payments of Assessments as they become due and is in addition thereto and nonrefundable in all events.

6.13 Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligations of the Association; provided, however, any such action shall require, prior to the Turnover Date, the assent of the Developer and, after the Turnover Date, a majority vote of all Members of the Association. Such power shall include the ability to make an assignment of Assessments then payable to, or which will become payable to, the Association, which assignment may be then presently effective but allows such Assessments to continue to be paid to the Association and used by it unless and until the Association shall default on its obligation secured by the assignment.

6.14 Supplemental Developer Remedy. In addition to (but not in lieu of) the remedies of Developer and Association as herein provided (including but not limited to the right to receive

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equitable and injunctive relief), all Owners are deemed to recognize that violations of any portion of the Declaration will, so long as Developer is owner of any portion of the Property (or any Annexation or Expansion Property), result in damages to Developer which are difficult if not impossible to ascertain at this moment (the parties and their successors in interest to the Property acknowledge that any such violations and breaches of the Declaration will have a negative impact on values of the portions of the Property still owned by Developer at the time of such violations/breaches). Accordingly, if any Owner of any Lot shall violate or breach the Declaration (or any provision thereof) while Developer is owner of any portion of the Property (including any Annexation Property), and if the violating or breaching owner shall not rectify or cure such violation or breach within two (2) days (the "Cure Period") after Developer shall give such Owner written notice generally describing the violation or breach, then in that event, the violating or breaching Owner shall pay to Developer special liquidated damages in the amount of \$25.00 for each day (or any part thereof) after the expiration of such Cure Period that the violation or breach shall continue, provided however, the maximum liquidated damages assessable for any single uninterrupted violation or breach shall not in any event exceed \$1,000.00 during any calendar year. The parties expressly agree that the liquidated damages stated above are a reasonable advance estimate of special damages to Developer in the event of a breach or violation of the Declaration and that such liquidated damages are not intended as a penalty. In any action or proceeding instituted by Developer for the recovery of such liquidated damages, the violating or breaching Owner shall also reimburse Developer for Developer's reasonable attorney's fees, expenses, investigative costs and costs of the action therein incurred.

ARTICLE 7

Insurance and Condemnation

7.1 Association as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Common Area which are covered by insurance written in the name (or for the benefit) of the Association or a complete or partial taking of the Common Area in condemnation. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any other Owner conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact for such purposes. The Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver, settlement or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted hereby to the Association as attorney-in-fact.

7.2 Repair of Casualty Damaged Residences. Notwithstanding any provision of this instrument to the contrary, each Owner (rather than Developer and Association) is responsible for insuring such Owner's Lot and Residence against casualty loss and for promptly repairing same after the occurrence of any such casualty.

7.3 Condemnation. Except as provided herein, if any portion of the Common Area on which Improvements have been constructed is taken by any condemnation or similar proceeding, the Association shall restore or replace such Improvements on the remaining land included in the

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Common Area. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken Improvement, the Association may, pursuant to Article 6.3 above, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay the additional cost of restoration or replacement.

ARTICLE 8 Maintenance Services

8.1 General. The Association shall provide no services to any Residence or the Lot on which it is located, which is subject to Assessments hereunder. The Association shall provide Maintenance Services only to Common Areas.

ARTICLE 9 No Party Walls

Party Walls between Residences are expressly prohibited by this instrument.

ARTICLE 10 Review Committee and Construction Standards

10.1 Architectural Review Committee. An Architectural Review Committee (the "Review Committee"), consisting of three (3) or more persons, shall be established to exercise the powers granted by this Article 10 and elsewhere in this instrument. At all times prior to the Turnover Date, the Developer shall have the power to appoint all members of the Review Committee, who shall serve until they resign or are removed by the Developer. After the Turnover Date, the Board of Directors shall appoint the members of the Review Committee, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.

10.2 Architectural Control. To preserve the harmony of the construction, location and exterior design and appearance of the Lots and the Residences and other Improvements on the Lots, (a) all Residences, buildings, walls, fences, structures and other Improvements of any kind to be constructed or located on any Lot (collectively, the "Improvements"), (b) all additions, changes and alterations to any Improvement which impacts its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, the "Proposed Construction"), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Article 10.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof, including, without limitation, Article 10.5 below, or where the exterior design or appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Residences in the Subdivision, the topography and overall design and appearance of the Subdivision, the Developer's intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision in the sole opinion of the Review

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Committee. The Review Committee also shall have the power and right to designate certain areas within the Common Area as Restricted Common Areas.

10.3 Application for Approval. The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications and information (including all construction drawings and site plans) showing, as and if applicable, (a) the front, rear and side elevations, (b) proposed grading and drainage from the Lot, (c) floor plan with total square footage, (d) height of all Improvements, (e) exterior materials, (f) method of construction, (g) exterior color scheme, including samples, manufacturers name and product numbers, (h) landscaping and (i) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within ninety (90) days after its last receipt of information from the Owner or his representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within ninety (90) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Article 10.3 fully satisfied.

10.4 Modification of Requirements; Appeal of Review Committee Decision. Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may, for good cause shown, waive any of the requirements set forth herein, including those set forth in Article 10.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review Committee renders its decision. An Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders its decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within ninety (90) days of it being timely submitted, the relief requested in the appeal shall be deemed granted. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.

10.5 Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Residences and other Improvements constructed on any Lot shall conform to the following:

- (a) Except for model homes, sales offices or otherwise specifically provided herein, no building other than a Residence may be constructed on any Lot. Under no circumstance, even with Review Committee or Board of Director approval, shall any commercial, retail or other business building be constructed on any Lot.

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- (b) All Residences shall be erected or located on each Lot as shown on the Plat and any requirements of any City code or regulation. The Review Committee shall approve the orientation of the Residence on the Lot.
- (c) The finished floor area of each Residence shall be at least 1,000 square feet of total finished floor area. For purposes of calculating the foregoing minimums, the area of any attics, garages, basements, porches, and any portion of the Residence that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Residence as a condition of approval of any Proposed Construction.
- (d) No Residence may exceed two (2) stories in height without approval of the Review Committee.
- (e) All exterior surfaces of any Residence shall be constructed only of stucco, sand-finished dryvit, or such other materials as approved by the Review Committee or a combination of the foregoing materials, and shall be of a color or colors required by the Review Committee.
- (f) Any portion of a foundation protruding more than twelve inches (12") above the ground shall be painted the same color as the exterior of the Residence.
- (g) All Residences shall have vinyl casement windows or such other materials as approved by the Review Committee.
- (h) All Residences shall be roofed with 40 year "Timberline" shingles ("Weatheredwood" color) or such other materials as shall be approved by the Review Committee.
- (i) All exteriors of any Residence (except roofs) shall be painted or stained with high quality products of a color required by the Review Committee. During construction, no Residence or any addition to, or remodeling of, a Residence shall stand with an unfinished exterior for longer than six (6) months.
- (j) All sewage disposal shall be by means of subterranean sewer pipe connected to a collector (as defined in Article 1.9 above) which is then connected to the public City sewer main.
- (k) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on or to each Lot.
- (l) Each Residence shall have a garage for no less than 2 vehicles and the interior walls of such garage shall be finished in a quality manner.
- (m) All driveways shall be constructed of concrete. No asphalt, rock or gravel driveways shall be permitted.

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- (n) All yards “immediately adjoining” (as determined by the Review Committee) a Residence shall be initially sodded by Owner, at Owner’s expense, with the following perennial turf grasses: blue grass, fine blade fescue or fine blade rye. The immediately adjoining area to be initially sodded must be shown on the landscape plan to be submitted to the Review Committee for written approval and, if not shown on such plan, the area to be sodded by such Owner shall be the area beginning at the foundation of the Residence and extending 100 feet from each point on the foundation. Zoysia grass may be used in areas approved by the Review Committee but the Review Committee shall have the absolute right, in its discretion, to disapprove the use of Zoysia grass. Use of bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light, topography or costs would make sodding impractical or unreasonably expensive.
- (o) No plantings of vegetables, herbs or flowers shall be made on a Lot or in the Common Area without the approval of the Review Committee (which may withhold approval in its sole discretion).
- (p) A hot tub or spa may be constructed at the rear of a Residence but within the Lot lines for personal, non-commercial use by the Owner with the Review Committee's prior approval. The Review Committee may require fencing or screening of such items.
- (q) No portable basketball goals shall be permitted. Permanent basketball goals may be permitted subject to prior written approval by the Review Committee as to location, appearance and design. All basketball goal backboards shall be clear in appearance. However, no basketball goal shall be located any closer to the front Lot line than the front of any residence situated on a Lot unless the supporting poles for the goal are immediately adjacent to the driveway.
- (r) No outdoor playground structures shall be permitted on any Lot.
- (s) No fencing or screening of any type shall be erected or installed on a Lot or the Common Areas unless fencing materials, placement, size and type are approved in advance and in writing by the Review Committee. The Review Committee may withhold its approval to any requested fencing in its sole and absolute discretion.
- (t) Construction of a Residence shall be fully completed within six (6) months after excavation is started.
- (u) Loud music will not be permitted on any construction site. No construction work on any Lot shall begin before 7:00 a.m. or continue after 7:00 p.m.
- (v) No construction signs are permitted identifying any mortgage lender, contractor, subcontractor or supplier unless approved by the Review Committee.
- (w) Erosion control shall be provided on all Lots by the Owners. The Review Committee may, at its sole discretion, require the Owner to place erosion control

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materials such as straw bales or silt fencing on any portion of a Lot that appears to be in an erodible condition due to construction activities.

(x) Each Owner, at the end of each day during which construction activities are being conducted at such Owner's Lot, shall cause the streets adjoining or near the Property to be cleaned so that they shall be free from dirt, mud and debris deposited thereon during performance of such construction activities by Owner or said Owner's contractors, builders, subcontractors and materialmen.

(y) Owners (for themselves and their contractors, builders, subcontractors and materialmen) shall cause the clean up of all trash and debris generated by construction on a Lot at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the Property. Owners (for themselves and their contractors, builders, subcontractors and materialmen) will be responsible for removing all construction debris and keeping construction sites in a well-maintained appearance at all times.

ARTICLE 11 Use Restrictions

11.1 General. Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof (which waiver may be granted even if contrary to any specific prohibition set forth herein), the following restrictions are hereby placed on the Property.

11.2 Residence Use Only. Except as specifically provided herein, each Residence shall be used strictly as a single family dwelling. No business shall be conducted, or carried on, in or from any Lot or Residence except (a) marketing or sales activities by the Developer and builders authorized to have model homes may be conducted from model homes and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Residence who are not permanently residing therein and (ii) customers regularly visiting the Residence to conduct business. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial activity is not compatible with the Subdivision for any reason, such as, without limitation, a day care business which is prohibited.

11.3 Prohibited Buildings and Structures. No mobile home or trailer (with or without wheels), basement (without a Residence attached), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time (except that tents used for temporary recreational or social purposes may be erected in the Common Area closest to a Residence with the prior written approval of the Review Committee).

11.4 Fences. No fences shall be permitted on any Lot or the Common Area without the prior approval of the Review Committee, which approval may be withheld in the Review Committee's absolute and sole discretion. The construction methods, materials and location of all (if any) fences approved by the Review Committee shall harmonize with the external design of the Residences in

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the Subdivision. Under no circumstance shall any fence be permitted in violation of restrictions in the Plat or any ordinance approving the Plat or any other plat affecting the Property.

11.5 Lighting. No exterior lighting shall be directed outside the boundaries of any Lot but shall be directed so as to avoid glare and excessive light spillage onto abutting or adjacent Property or Lots. Exterior lighting shall consist of concealed sources of illumination and shall maintain lighting levels consistent with the recognized standards of the lighting industry. Exterior lighting shall be from white sources only. Upon notice from the Developer or Review Committee that an exterior light is objectionable, such Owner shall immediately shield such light in such a manner so that in the opinion of the Developer or the Review Committee such light is no longer objectionable. If shielding cannot be accomplished to the satisfaction of the Developer or Review Committee or the light continues to be objectionable, the Developer or Review Committee may require that such light be removed or replaced with a light that is not objectionable. Notwithstanding the foregoing, temporary, decorative lighting shall be permitted provided that such lighting conforms to the requirements and limitations as may be imposed by the Board.

11.6 Mail Boxes. The mailbox structure shall be installed on the Lot by the initial Owner (i.e., the Builder), at Owner's expense. If Builder shall not so timely install such mailbox structure, Developer may do same whereupon Owner shall reimburse Developer for the reasonable cost of such mailbox structure (together with any reasonable attorney's fees incurred by Developer in collecting such reimbursement from Owner). The mailbox structure shall be of such appearance and dimension, and at such location, as Developer shall determine in Developer's sole discretion subject to mailbox location requirements of the United States Postal Service. After initial installation of such mailbox structure, the Association shall (as a Common Area Expense) constantly maintain such mailbox structure in substantially the same condition as when originally installed.

11.7 Antennas and Other Projections. No facilities, including poles and wires for the transmission of electricity, telephone messages, CATV signals and the like shall be placed or maintained above the surface of the ground on any Lot or Common Area, and no external or outside antennas or satellite dishes shall be permitted on any Lot or Common Area except as hereinafter provided. No solar collectors or wind generators or turbines of any kind or type shall be maintained on any Lot except with the permission of the Review Committee (which may be withheld or conditioned in the sole and subjective discretion of the Review Committee). No flag poles, poles, nor standards shall be erected or maintained except with the prior written approval of the Review Committee, which approval may be withheld in the sole discretion of the Review Committee. Developer acknowledges the right of telecommunications consumers to receive satellite transmissions in accordance with the Section 207 of the Telecommunications Act of 1996. However, in order to preserve the aesthetics of the Property, Developer hereby directs that satellite receivers and transmitters ("Dish") shall be located at the following points (listed in descending order of preference):

- (a) First Choice: If a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to the roof (immediately below and behind the roof ridge line) of the Residence at a location so that it cannot be seen from the street running in front of the residence.

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(b) **Second Choice:** If the First Choice is not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to rear exterior wall of the Residence at a location so that it cannot be seen from the street running in front of the residence.

(c) **Third Choice:** If the First and Second Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to a side exterior wall of the Residence at a location which is least likely to be seen from the street running in front of the residence.

(d) **Fourth Choice:** If the First, Second and Third Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be installed at ground level near the rear property line of the Lot at a location which is least likely to be seen from the street running in front of the Residence.

Any satellite dish shall not exceed a diameter of one (1) meter. If installed on the roof or walls, the satellite dish shall be painted the same color as the surface upon which it is mounted so long as such painting shall not unreasonably interfere with the reception or transmission of satellite signals. If installed at ground level, the satellite dish shall be screened from view on all sides by shrubbery so long as the shrubbery shall not unreasonably interfere with the reception or transmission of satellite signals. If the first four choices mentioned above are not available for some reason, the Owner of each Lot and the Review Committee shall reasonably cooperate with each other so that any right of an Owner to receive or transmit satellite signals is harmonized with the preservation of aesthetics at the Property and on each Lot.

11.8 Garages. No garage may be improved for use as living area. All doors of garages of Residences which are visible from the curb shall be kept closed except when removing motor vehicles or other items from, or cleaning of, such garage.

11.9 Off Road Vehicles. None of the Property, including but not limited to the Common Area, shall be used for motorized vehicular traffic of any nature except as to maintenance vehicles used in the ordinary course of maintaining the Property. Such prohibition extends to vehicles generally referred to and categorized as all terrain vehicles, motorcycles, motorized bikes and all other such motorized vehicles.

11.10 Pools. No above ground swimming pools shall be permitted on any Lot.

11.11 Laundry Poles. No poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on any Lot or Common Area.

11.12 Holiday Decorations. Christmas and other holiday lights and decorations may be located on the exterior of Residence on any Lot only between November 15 of each year and January 15 of the next. The method and means of installation of such lights and decorations shall be only as established or permitted by the Review Committee.

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11.13 Septic Tanks. No septic tanks or other individual sewage disposal system may be constructed on any Lot or elsewhere on the Property.

11.14 Storage Tanks. No tank for storage of oil or other product may be maintained in any Residence, garage or on any Lot, whether above or below the surface of the ground.

11.15 Refuse. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot or the Common Area, except during construction of a Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day.

11.16 Signs and Advertising. Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in the Common Area or in or on any Residence or visible from the interior of any Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot (but no in the Common Area) being sold or leased. The Developer may erect or place "bill board" type signs related to the Subdivision on any Lot owned by it or on any Common Area.

11.17 Nuisances. No activity shall be carried on in, on or from any Lot or Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on or from a Lot or Residence whether or not the Owner is involved in, or has knowledge of, such activity.

11.18 Animals. No animals, dogs, cats, cows, horses, swine, goats, sheep, poultry other domesticated farm animals, wild animals, exotic animals, animals requiring special permits from the State of Missouri or the United States of America, or birds shall be kept or maintained on any Lot without the written approval of the Review Committee, which approval may be withheld in the sole discretion of the Review Committee, provided however, so long as kept *inside* of the residence on the Lot between the hours of 9:00 P.M. and 7:00 A.M. and so long as kept in a sanitary manner, an Owner may keep not more than three (3) of the following animals on the Lot (so long as restrained, at all times, from running at large), to wit: domesticated cats, domesticated birds and domesticated dogs, provided further, at no time shall any Owner keep or harbor, on the Lot, any pit bull or any dog, cat or bird having dangerous or vicious propensities, provided further, no dog, cat or bird shall be kept on any Lot for breeding purposes. Animals outside of any residence must be behind a fence enclosing a yard or on a leash at all times. The Owner is responsible for immediately picking up and properly disposing of waste from animals deposited on any street, sidewalk or Common Area within the Subdivision.

11.19 Vehicles. No tractor, tractor-trailer, "Commercial Vehicle" (defined below), mobile home, trailer (of any type or description), boat, farm machinery, lawn mowers, motorcycles, ATV's, motorized form of conveyance which is then unlicensed, motorized form of conveyance whose license is then expired, or motorized form of conveyance which is not then operational or roadworthy on the roads of this state shall be brought upon, stored or parked on any Lot or upon any Common Area or street abutting any Lot except for such as shall be parked in enclosed garages attached to a Residence on a Lot. The foregoing shall not be construed to prohibit the temporary

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(i.e., a maximum of twelve (12) hours) standing or parking of any of the foregoing preparatory to taking same to some other location for use. For the purposes of subparagraph a) next preceding, a "Commercial Vehicle" is hereby defined to mean any automobile, truck, tractor, van or other form of motorized conveyance: which has a gross vehicle weight of more than 6,000 pounds; or which contains any signage or commercial advertising on the side, front or top thereof, or which contains signage or commercial advertising affixed to either the interior or exterior of windows; or which has any attached fixtures which are designed to carry or transport any inventory, merchandise, product or equipment, provided however, a passenger automobile or passenger van having luggage racks for the carrying of personal luggage, bicycle racks or ski racks shall not constitute such vehicle as a "Commercial Vehicle", provided, however, a "Commercial Vehicle" shall not include any automobile or pickup truck which is owned and operated by any law enforcement agency or fire department for the purpose of providing emergency services or other public safety services; or any type of vehicle which is owned by or leased to a contractor, subcontractor or material supplier where such vehicle is temporarily parked on a Lot solely for the purpose of performance of labor or service at, or provision of material to, the Lot at which such vehicle is then temporarily parked; or an automobile or mini-van which does not contain any advertising other than a plate or insignia identifying the dealer and/or manufacturer of such vehicle. No mechanical maintenance on any vehicle described in the preceding subparagraph shall be permitted in front of any Lot, Residence or garage, or between any Lot, Residence or garage and an abutting side street, or upon any street or Common Area abutting any Lot, Residence or garage. While nothing contained herein shall be considered to prohibit the use of the portable or temporary building or trailers as field offices by contractors during actual construction on the Property, the use and appearance of such a building or trailer must be specifically approved by the Review Committee prior to its being moved on site.

11.20 Occupancy; Repair. No Residence shall be occupied until it is fully completed, except for exterior painting and minor trim details. In the event of fire, windstorm or other casualty damage, no Residence shall be permitted to remain in a damaged condition longer than six (6) months and it shall be the obligation of the Owner of the damaged Residence to fully repair and restore such residence to its pre-casualty condition prior to the expiration of said six (6) month period.

11.21 Storage of Construction Materials. No building material of any kind or character shall be placed or stored on any Lot or the Common Area until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area approved in advance by the Review Committee.

11.22 Landscaping Easement. Except as permitted by the Plat or the Review Committee or elsewhere herein, no Improvement or personal property of any Owner shall be located in any of the Common Area.

11.23 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or by separate recorded instruments. No structure, except driveways, paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the utility easement. No structure, planting or other material shall be

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placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements, (c) obstructs or retards the flow of water through drainage channels or its collection in detention ponds or basins in the easements.

11.24 No Subdividing. No Lot may be subdivided further subdivided once established as a Lot by the Plat.

11.25 No Mining Activities. No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind.

ARTICLE 12

Dedication of Streets and Common Areas

12.1 Streets. The Streets are shown on the Plat. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse any Street. All Streets have been dedicated to the City, are under its control and no work is permitted thereon without prior approval of the City.

12.2 Common Areas . The Common Areas shall be used only for their intended purposes.

12.3 Maintenance of Common Areas . Except as otherwise specifically provided herein, the Association shall maintain, manage, operate, replace, repair and improve all Common Areas, including all Improvements thereon. Any Owner damaging or abusing the Common Area shall be responsible to the Association for all costs and expenses incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street, including, without limitation, street lights and sidewalks, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager or third parties to carry out all activities permitted by this Article 12.3.

12.4 Special City Provisions. Notwithstanding any provision of this Declaration to the contrary, the Association shall, at all times, maintain in good order and repair all (if any) park land, private open space and/or storm detention basins designated as such on any Plat encompassing all or any part of the Property, and no provision hereof permitting amendment or modification of this Declaration shall be applicable to such parkland, private open space and storm detention basins unless the City shall endorse its approval of same on the instrument which purports to make such modification or amendment.

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ARTICLE 13 Expansion Property

13.1 Reservation of Right to Expand. By amendment or supplement hereto, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, to include additional Lots, Common Area, and other property within a one (1) mile radius of the Property ("Expansion Property").

13.2 Declaration Operative to Expansion Property. The addition of Expansion Property shall be done by the Developer filing one or more Supplemental Declarations of record in the Office of the Recorder of Deeds for Clay County, Missouri. The Supplemental Declaration shall describe the Expansion Property, together with any covenants, conditions, restrictions and easements particular thereto. Expansion Property may be added in stages by successive supplements or in one supplement expansion. The Expansion Property shall be subject to all of the terms and conditions of this Declaration unless otherwise stated in the Supplemental Declarations.

13.3 Expansion of Definitions. If the Property included in the Subdivision is expanded as provided in this Article 13, all definitions used in this Declaration shall be automatically expanded to include such additional property. For example, "Lot" shall mean the Lots described in the Plat plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental plats, and "Declaration" shall mean this Declaration as supplemented.

ARTICLE 14 Property Rights of Owners

14.1 Owner's Easement of Enjoyment. Subject to the other terms of this Declaration, every Owner has a non-exclusive right in and easement of enjoyment of the Common Area (exclusive of areas set aside as the Restricted Common Areas). Such easement shall be appurtenant to, and pass with, title to every Lot.

14.2 Recorded Easements. The Property shall be subject to all easements as shown on the recorded Plat affecting the Property and to all other easements of record, or of use, as of the date this Declaration is recorded or as subsequently granted by the Association over or through the Common Area.

14.3 Developer's Rights Incident to Construction. The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Area, together with the right to store materials on the Common Area and to make such other use of the Common Area as is reasonably necessary or incident to the construction of Residences on the Lots or other Improvements on the Property or other real property owned by the Developer.

14.4 Reservation of Easements, Exceptions and Exclusions. The Developer reserves and hereby grants to the Association the concurrent right to establish, from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Area, for any

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purpose, including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.

14.5 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their duties.

14.6 View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, planting material or other item on any other part of the Subdivision, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from the affected Lot.

14.7 Delegation of Use. Any Owner may, in accordance with and subject to the limitations of the Association Documents, delegate his right of enjoyment to the Common Area to the members of his family, his guests, tenants and invitees.

ARTICLE 15

Incidents of Ownership in Subdivision

15.1 Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Residence and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance or other conveyance, respectively, of the entire Lot, including all easements, licenses and all other appurtenant rights (including rights to the Restricted Common Areas and Improvements therein related thereto) created by law or by this Declaration.

15.2 No Partition. The Common Area shall be owned by either the Developer or the Association, and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area.

15.3 Property Rentals. A Residence may be used for permanent or temporary occupancy by its Owner and the Owner's family, servants, agents, guests, invitees and tenants. The Owner may rent the Lot and Residence for one (1) year or more, subject to all the terms hereof, including those prohibiting use of the Residence for commercial purposes. Rentals for less than one (1) year are not permitted.

ARTICLE 16

Duration and Amendment

16.1 Term. The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2037, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated, in whole or in part, as provided below.

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16.2 Amendment. After the Turnover Date, this Declaration may be amended by Supplemental Declaration signed by the Owners of a majority of the Lots then subject to this Declaration. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for Clay County, Missouri. Notwithstanding the foregoing, until the Turnover Date, this Declaration can be amended, modified or changed in whole or in part by the Developer (acting alone, without concurrence of the Owners, Association, Board or Review Committee) in order to correct deficiencies of this Declaration (as determined to exist by the Developer in Developer's sole discretion), to annex property as provided for herein; to de-annex Property, and to provide for the unified and efficient development of the Property (determined to be necessary in Developer's sole and absolute discretion). The rights of Developer to so unilaterally amend this instrument pursuant to this section are of the essence to Developer and shall therefore be liberally construed in favor of Developer.

16.3 Revocation; Termination. This Declaration may be terminated prior to the Turnover Date only by the unanimous consent of all Owners of Lots and the Developer. After the Turnover Date, this Declaration may be terminated at any time by Owners of not less than 2/3rd of the Lots then subject to this Declaration. Any such revocation or termination shall be evidenced and effective in the same manner (by Supplemental Declaration) as set forth in Article 16.2 for amendments hereof.

16.4 Amendments Requiring City Consent. Notwithstanding any other provision herein, no modification or amendment of this Declaration which conflicts with (a) the Plat, (b) any agreements entered into by the Developer and the City concerning the Subdivision (which agreements are incorporated by reference herein by this reference) or (c) any City ordinance or code, may be made or become effective without the prior written consent of the City.

ARTICLE 17 Miscellaneous Provisions

17.1 Enforcement. Except as otherwise provided herein, the Association, the Board of Directors, the Developer and every Owner has the right and power to enforce, by a proceeding at law or in equity, all conditions, covenants, restrictions and easements set forth in this Declaration. Failure of the Association or the Board of Directors, the Developer or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at a subsequent time. Any person successfully enforcing any terms of this Declaration shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced, provided however, no attorneys' fees or costs shall be awarded against Developer.

17.2 Severability. If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Declaration and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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17.3 Rule Against Perpetuities. Notwithstanding anything in this Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.

17.4 Conflicts Between Documents. If this Declaration conflicts, in any way, with the Articles or Bylaws, this Declaration shall control.

17.5 Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder Deeds of Clay County, Missouri, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this section.

17.6 Release of Liability. None of the Developer, the Association, the Board of Directors or the members of the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any person for any discretionary action taken or not taken under the terms hereof, including, without limitation, approval, disapproval or failure to approve of any application or enforcement or non-enforcement of the terms hereof. Furthermore, neither Developer nor any member of the Board, officer of the Association, or member of any committee of the Association (whether such committee is specifically described in this Declaration or hereafter created by the Association) shall be personally liable to any Owner, Member or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of Developer or such Board, officer of the Association, committee member, or any other representative or employee of the Association or of Developer, provided that such person has, upon the basis of such information as may be possessed by him, acted in subjective good faith, without willful or intentional misconduct.

17.7 Indemnification. To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Committee and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of the Developer by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Committee) whether or not he is a director, an officer or a member of the Review Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Committee

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or other person, or the Developer, did not act, fail to act or refuse to act, with gross negligence, in subjective bad faith or with fraudulent or criminal intent, in the performance of his or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise. Appropriate contractual liability insurance shall be obtained pursuant to Article 4 above to cover any liability exposure by virtue of the foregoing indemnification.

17.8 Acknowledgement of Developer's Control. All persons or entities who are now or hereafter subject to this Declaration shall be deemed to acknowledge and agree that, prior to the Turnover Date, Developer shall retain significant voting control over the Association (and the election of the Board of Directors as well as appointment of the Review Committee) and that Developer has the unilateral right to modify or amend this Declaration (subject to any limitations hereinabove provided).

17.9 Special Provision for Mortgages. Notwithstanding any provision of this Declaration to the contrary, if any person or entity shall take or hold a Mortgage (other than a Mortgage given on all or any part of the property by Association or Developer) encompassing any part of the Property which is not a Lot as defined above, such Mortgagee (by taking such Mortgage) agrees as follows:

- (a) The construction Mortgage shall be subject to, subordinate and inferior to each and every provision hereof; and
- (b) At such time as all Lots on the mortgaged parcel shall have been created by replat, certificate of lot split survey or otherwise, Mortgagee shall release, from the lien of the Mortgage, that portion of the mortgaged property which is not contained in a Lot or Lots, upon demand by Developer.
- (c) In the event the Mortgage shall be foreclosed, the purchaser at foreclosure shall, upon demand by Developer, convey to Association (as Common Area, without charge to the Association) that portion of the foreclosed property which is not contained in a Lot or Lots.

In Witness Whereof, the Developer has caused this Declaration to be executed by its duly authorized officers as of the day and year first above written.

169 Partners, LLC

By: _____


Shane Danner, Manager

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Notarial Acknowledgment

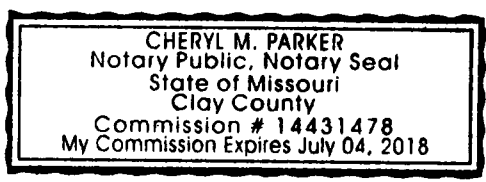
State of Missouri)
) ss
County of Clay)

On this 19 day of October, 2017, before me, a Notary Public in and for said County and State, personally appeared **Shane Danner**, Manager of **169 Partners, LLC**, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Cheryl M Parker
Signature of Notary Public

My Commission expires:



Typed or Printed Name of Notary

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Exhibit A

PROPERTY DESCRIPTION:

All that part of the Northeast Quarter of Section 27, Township 52 North, Range 33 West, in Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence North $89^{\circ}39'34''$ West, along the North line of said Northeast Quarter, 221.28 feet, to a point on the West Right-of-Way line of US Highway 169, as now established; thence on said West Right-of-Way line the following Seven courses; thence South $00^{\circ}01'52''$ West, 121.28 feet; thence South $02^{\circ}19'24''$ West, 646.54 feet; thence South $02^{\circ}32'48''$ West, 600.15 feet; thence South $28^{\circ}33'03''$ West, 24.23 feet to the Southeast corner Tract A, PRAIRIE VIEW AT BRISTOL PARK SECOND PLAT, a subdivision in said Kansas City, Clay County, Missouri, said point also being the Point of Beginning; thence South $30^{\circ}15'14''$ West, 90.92 feet; thence South $02^{\circ}17'27''$ West, 328.49 feet; thence South $14^{\circ}09'11''$ West, 172.34 feet; thence North $89^{\circ}25'15''$ West, 613.36 feet to the Southeast corner of Lot A, BRISTOL PATIO HOMES FIRST PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence along the East line of said BRISTOL PATIO HOMES FIRST PLAT, the following Seven courses; thence North $00^{\circ}34'45''$ East, 107.00 feet; thence South $89^{\circ}25'15''$ East, 7.59 feet; thence North $00^{\circ}34'45''$ East, 187.50 feet; thence North $45^{\circ}36'23''$ West, 104.18 feet; thence North $23^{\circ}57'35''$ East, 137.50 feet; thence in a Southeasterly direction on a curve to the left, having an initial tangent bearing South $66^{\circ}02'26''$ East, a radius of 425.00 feet and an arc length of 23.97 feet; thence North $20^{\circ}43'40''$ East, 191.55 feet; thence South $86^{\circ}25'06''$ East, 233.38 feet; thence South $75^{\circ}32'47''$ East, 235.14 feet; thence South $66^{\circ}03'44''$ East, 62.15 feet; thence North $31^{\circ}09'10''$ East, 44.52 feet to a point on the South line of said Lot A, PRAIRIE VIEW AT BRISTOL PARK SECOND PLAT; thence South $69^{\circ}13'07''$ East, along said South line, 98.43 feet to the Point of Beginning. Contains 414,258 square feet or 9.510 acres more or less.