

STATE OF MISSOURI
COUNTY OF CLAY
FILED FOR RECORD
PR 23 10 50 AM '74
WILLIAM E. ELDRIDGE
RECORDER OF DEEDS
William Eldridge

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DECLARATION OF
HIDDEN LAKES TRACT C

THIS DECLARATION, made this 27 day of April, 1974, by W-C-II, INC., a Missouri corporation (hereinafter called "Developer")

WITNESSETH:

WHEREAS, Developer is the owner of all of HIDDEN LAKES TRACT C, a subdivision of land in Kansas City, Clay County, Missouri, as shown on the recorded plat thereof filed on February 5, 1974 in Book 15 at page 91 as Instrument No. C95307 in the office of the Recorder of Deeds for Clay County, Missouri, and

WHEREAS, Developer plans to construct and develop a townhouse project in and upon said real estate and to sell and convey such townhouses, and

WHEREAS, Developer desires to set forth all of the terms and conditions relating to said development and the subsequent ownership thereof,

NOW, THEREFORE, Developer does hereby declare and provide as follows:

ARTICLE I

Definitions

- 1.1 Declaration: This instrument or amended from time to time.
- 1.2 Property: All of HIDDEN LAKES TRACT C, a subdivision of land in Kansas City, Clay County, Missouri, as shown by the recorded plat thereof, together with all improvements and structures erected or to be erected thereon, including all easements, rights and appurtenances thereunto belonging and all fixtures and equipment for the mutual use, benefit or enjoyment of the owners of lots in said subdivision.
- 1.3 Certificate of Survey: Any recorded certificate of survey of one or more lot or lots in said subdivision, which survey shows by metes and bounds the location of such lot or lots.
- 1.4 Lot: A lot designated as such and shown by metes and bounds on a Certificate of Survey.
- 1.5 Common Elements: That portion of the Property not included within any lot or lots, together with those improvements, fixtures and equipment described in Article III hereof.
- 1.6 Common Expenses: Those expenses as defined in paragraph 7.1 of Article VII below.
- 1.7 Limited Common Elements: That portion of the Common Elements described in subparagraph (f) of paragraph 3.1 of Article III hereof.
- 1.8 Person: A natural individual, partnership, corporation, trustee, or other legal entity capable of holding title to real property.
- 1.9 Owner: The person or persons, individually or collectively, having fee simple ownership of a lot.
- 1.10 Building: A part of the Property which is a separate structure, in which two or more units are located.
- 1.11 Unit: That portion of a Building to be used and occupied as a residence for a single family.
- 1.12 Association: The not-for-profit corporation referred to in Article V below.
- 1.13 Board: The Board of Directors of the not-for-profit corporation referred to in Article V below.

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ARTICLE II

Lot Designations

2.1 Future Identification of Lots: Each Lot may hereafter be described in deeds, deeds of trust, leases and other documents by the identifying number of such Lot as set forth on the Certificate of Survey in which such Lot is shown, and by reference to such survey; and the description:

"Lot _____ as shown on that Certificate of Survey, filed for record on _____ and recorded in Book _____ at page _____ in the office of the Recorder of Deeds for Clay County, Missouri, being a survey of a part of HIDDEN LAKES TRACT C, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof,"

when properly completed, shall constitute a sufficient legal description of said Lot for all purposes.

2.2 Use: Each and every Lot shall be used for residential purposes only and the Unit located thereon shall have its own entrance and exit in the Building in which it is located.

ARTICLE III

Common Elements

3.1 Common Elements. In addition to that real estate described in paragraph 1.5 of Article I hereof, the Common Elements shall include the following:

- (a) The exteriors and roofs of all Buildings;
- (b) All common non-dedicated roadways, parking facilities, driveways, and parking areas of the Property;
- (c) All electrical wiring throughout the Property except that within the Lots; all pipes, wires, cables and conduits throughout the Property, except that within the Lots;
- (d) All utility installations and connections for gas, electricity, light, water, telephone and plumbing and drainage systems throughout the Property, except those within the Lots;
- (e) All auxiliary buildings, parks, swimming pools, recreational areas and any other improvements which may at any time be erected on that portion of the Property which is not enclosed within the confines of any Lot;
- (f) All structures, improvements, utility lines and fixtures which serve exclusively a single Unit as an inseparable appurtenance thereto, including but not limited to garages, balconies, patios, terraces, driveways, air conditioning equipment and utility lines, lying outside the Lot boundaries (herein called Limited Common Elements).

3.2 Covenant Against Partition. Except by unanimous written agreement of all Owners, the Common Elements shall remain undivided and no Owner shall have any right to bring an action in partition or for the purpose of dividing the Common Elements. Nothing contained in this paragraph shall prevent partition of any Lot between co-owners, if a co-owner shall have a legal right thereto, provided that it shall be conclusively presumed that no Lot is divisible in kind for any purpose.

3.3 Interest in Common Elements. Within thirty (30) days after completion of all the Units to be constructed by Developer in Hidden Lakes Tract C, Developer will convey an undivided interest in the Common Elements to the Owner or Owners of all the Lots within Hidden Lakes Tract C, each Owner's undivided interest to be the same percentage of ownership as the number of Lots owned by him shall bear to the total number of Lots in Hidden Lakes Tract C. From and after such conveyance, every conveyance of a Lot within Hidden Lakes Tract C shall be deemed also a conveyance of an undivided one fourth-eighth (1/48th) interest in the Common Elements.

3.4 Use of the Common Elements. Each Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Lot owned by such Owner. Such right to use the Common Elements shall extend to each Owner, and the agents, servants, tenants, family members and invitees of each Owner. Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving exclusively his Unit. Such rights to use and possess the Common Elements, shall be subject

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to and governed by the Declaration, the By-Laws and the rules and regulations of the Board, herein provided for.

3.5 Parking Area. The parking area and garages shall be part of the Common Elements. There shall be a garage designated by the Developer for each Unit, which garage shall be located in the Building in which such Unit is located. Such designation when made shall not thereafter be changed without the consent of the Unit owner. The common parking areas and the garages shall be subject to the rules and regulations of the Board. An Owner shall have the right to assign his garage to his grantee or lessee.

3.6 Storage Areas. The storage areas in any Building, outside of any Unit, shall be part of the Common Elements and shall be allocated to the respective Owners in such manner and subject to such rules and regulations as the Board may prescribe.

ARTICLE IV

EASEMENTS

4.1 Encroachment. Should any part of the Common Elements encroach upon any part of a Lot or Unit, or should any part of a Lot or Unit encroach upon the Common Elements or upon any other Lot or Unit, perpetual easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Owner of the Unit or the Common Elements, as the case may be.

4.2 Easements to Lot Owners. Perpetual easements are hereby established for all Owners, their families, guests, invitees, servants, and tenants for use and enjoyment of all Common Elements except Limited Common Elements.

4.3 Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association and the Board, their agents and employees, for ingress and egress, to perform their obligations and duties as required by the Declaration. Should it be necessary to enter a Lot or a Unit to repair a Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Board.

4.4 Utility Easements. Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use, of drains, sanitary and storm sewers, gas and water mains and lines, electrical and telephone lines, and other utilities, and to give or grant rights of use or easements therefor over and upon any part of the Property. From and after the date of conveyance referred to in Paragraph 3.3 of Article III hereof, all of the rights of Developer under this paragraph shall be vested in the Association.

4.5 Party Wall Easements. Each Unit to be constructed in Hidden Lakes Tract C will have at least one wall in common with an adjoining Unit, which common walls will be built centered on the dividing lines between Lots. Within the common walls between the Units, there will be installations of plumbing lines and vent stacks for plumbing and heating, and each Owner shall have the right and obligation to maintain, restore, and repair all such installations. A party wall easement is hereby established over that part of each Lot on which any part of a common wall is situated for the benefit of the Lot on which the remainder of such common wall is situated, with the right to maintain, restore and repair any such wall; provided, however, that

- (a) the cost of maintenance, restoration and repair of any common wall and installations therein, not necessitated by the negligent or intentional act of the owner of either Unit served by such wall shall be at the equal expense of such owners;
- (b) the cost of maintenance, restoration or repair of any common wall and installations therein, necessitated by the negligent or intentional act of the owner of a Unit served by such wall shall be at the expense of such owner to the extent not covered by insurance;
- (c) if either owner shall neglect or refuse to pay the cost of any such maintenance, restoration or repair rightfully chargeable to him, the other owner may advance such costs, and shall have a lien on the Lot of the other owner for the amount so advanced.

4.6 Additional Easements. The following additional easements are also created and established:

- (a) For the purpose of draining surface water from

the roof of any Building through gutters and downspouts and drains located on other Lots;

- (b) For the purpose of supporting a roof of any Unit located on any Lot which attaches to the roof of a Unit located on any other Lot;
- (c) For the purpose of keeping, maintaining, restoring and repairing, in its original location on the Property, any line, conduit, facility or water used for the purpose of providing sewage, electrical power, gas, water, drainage or telephone services to any improvements located on the Property.

4.7 Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE V
ASSOCIATION OF OWNERS AND ADMINISTRATION
AND OPERATION OF THE PROPERTY

5.1 The Association. A not-for-profit corporation will hereafter be formed under the General Not-For-Profit Corporation Law of the State of Missouri, (herein called the "Association") the Articles of Incorporation of which will refer to this Declaration and will include within its corporate purposes the carrying out of all the duties, responsibilities and other acts which the Association is herein authorized or required to perform. Only Owners shall be members of the Association. Each Owner shall be a member so long as he is an Owner, and such membership shall automatically terminate when he ceases to be an Owner, and upon transfer of his ownership interest the new Owner, succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein. The By-Laws of the Association are marked Exhibit "A" attached hereto and hereby made a part hereof (herein called the "By-Laws"). The Association shall not be deemed to be conducting a business of any kind and all funds received by the Association shall be held and applied by it for the Owners in accordance with the Declaration and the By-Laws.

5.2 Board of Directors. The Common Elements shall be administered by the Board of Directors of the Association (herein called the "Board"). The Board shall have general responsibility to provide independent professional management services for and to manage and administer the Common Elements, approve the annual budget, and provide for and collect monthly and other assessments. The Board shall promulgate rules and regulations relating to the use of the Common Elements and facilities, including the swimming pool, recreation facilities, park and any other similar facilities, and shall limit the use of the same to Owners, their families, guests, invitees, servants and tenants. No person shall use the Common Elements in any manner not in accordance with such rules and regulations.

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ARTICLE VI
OPTION TO PURCHASE

5.1 Association's Option. If any Owner other than the Developer shall desire at any time to sell or lease his lot, he shall first give the Association at least ten (10) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Association shall have the right of first option with respect to any sale or lease by any Owner as provided herein. During the period of ten (10) days following the receipt by the Association of such written notice, the Association shall have the first right of its option to purchase or lease such lot upon the same terms as the proposed sale or lease described in such notice.

5.2 Election Not to Exercise Option. If the Association shall give written notice to such Owner within said ten (10) day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such Owner within said ten (10) day period that it does or does not elect to purchase or lease such lot upon the same terms as herein provided, then, such Owner may proceed to close said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale or lease transaction within said ninety (90) days, his lot shall again become subject to the Association's right of first option as herein provided.

5.3 Election to Exercise Option. If the Association shall give written notice to such Owner within said ten (10) day period of its election to purchase or lease such lot upon the same terms as the proposed sale or lease described in said written notice to the Association, then such purchase or lease by the Association shall be closed upon the same terms as such proposed sale or lease.

5.4 Notices. The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

5.5 Authority for not Exercising Option. The Board shall have the authority, on behalf of and in the name of the Association, to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Association, certifying that the Association, by its Board, has elected not to exercise such option to purchase or lease such lot upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Association and of the compliance with the provisions hereof by the Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Owner upon his compliance with the provisions hereof.

5.6 Authority for Exercising Option. If the Board shall adopt a resolution recommending that the Association shall exercise its option to purchase or lease such lot upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Owners for the purpose of voting upon such option, which meeting shall be held within said ten (10) day period. If the Owners of 75% or more of the Lots vote to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Association shall be closed and consummated, and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among all the Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purchase or lease of such lot by the Association.

5.7 Authority to Hold or Sublet. If the Association shall make any

such purchase or lease of a Lot as herein provided, the Board shall have the authority at any time thereafter to sell or sublease such Lot on behalf of the Association upon such terms as the Board shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied proportionately among all the Owners.

6.8 Obligations of Lessee. If a proposed lease of any Lot is made by any Owner, after compliance with the foregoing provisions a copy of the lease as and when executed shall be furnished by such Owner to the Board and the lessee thereunder shall be bound by and be subject to all of the obligations of such Owner with respect to such Lot as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Association's right of first option shall again apply to such Lot.

6.9 Developer not Bound. The provisions hereof with respect to the Association's right of first option shall not apply to sales or leases made by Developer.

6.10 Default. If any sale or lease of a Lot is made or attempted by any Owner without complying with the foregoing provisions, such sale or lease shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder or at law or in equity in connection therewith.

6.11 Purchase at Involuntary Sales. The Board shall have the power and authority to bid for and purchase any Lot at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Declaration, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of the Owners of at least 75% of the Lots.

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ARTICLE VII

ASSESSMENTS

7.1 Monthly Assessments. Each Owner shall pay to the Association on the first day of each successive month such monthly assessments as shall be determined from time to time in accordance with the By-Laws. All such assessments shall be used by the Association exclusively in the administration and operation of the Common Elements, including but not limited to maintenance and repair thereof and any and all replacements and additions thereto, and in the performance of all other duties of the Association and the Board hereunder (all such expenditures herein called "Common Expenses").

7.2 Late Charges. If any assessment is not paid before the 20th day after it becomes due (as hereinabove provided), then the Owner against whom such assessment was made shall be liable for a late charge as determined by the Board.

7.3 Lien. Each assessment which is not paid before the 20th day after it becomes due, shall become delinquent, and payment of both the assessment and the late charge may thereafter be enforced as a lien on the Lot belonging to the delinquent Owner, and with respect to which the assessment was made. Suit to enforce any such lien may be brought in any court having jurisdiction thereof, and it shall be the duty of the Association to bring suit to collect such assessments as soon as they become delinquent. In any such suit brought by the Association it shall be entitled to receive judgment against the defendant or defendants for a reasonable attorney's fee (as determined by the Court) in addition to judgment for the delinquent amounts, interest thereon, and costs.

7.4 Termination of Liens. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time, suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgment.

ARTICLE VIII

MORTGAGES AND TAXES

8.1 Separate Mortgage. Each Owner shall have the right, subject to the provisions herein, to make a separate deed of trust, mortgage or encumbrance on his respective Lot together with his respective interest in the Common Elements. No Owner shall have the right or authority to make or create or cause to be made or created any deed of trust, mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Lot and his respective interest in the Common Elements.

8.2 Separate Real Estate Taxes. It is understood that all general and special real estate taxes are to be separately taxed to each Owner for his Lot and his corresponding percentage of ownership in the Common Elements. In the event that for any year such taxes are not separately taxed to each Owner, but are taxed on the Property as a whole, then each Owner shall pay an equal part thereof. In such event the Board shall determine the amount due and notify each Owner as to this amount due from him for the real estate taxes.

8.3 Utilities and Sewer Charges. Each Owner shall pay all charges for utilities and sewers servicing his Lot and Unit, and all other charges made by any governmental agency with respect to his Lot or Unit. Any and all such charges made against the Property as a whole shall be part of the Common Expenses.

ARTICLE LX

REPAIRS, REPLACEMENTS AND DECORATING

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9.1 Maintenance, Repairs and Replacements. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Lot and Unit and the maintenance, repairs and replacements of the Limited Common Elements benefiting such Lot or Unit. The Board may direct each Owner, in the name and for the account of such Owner, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Owner, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

Maintenance, repairs and replacements of the Common Elements (except Limited Common Elements) shall be furnished by the Association as part of the Common Expenses, subject to the rules and regulations of the Board.

If, due to the act or neglect of an Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

The authorized representatives of the Board shall be entitled to reasonable access to the individual Lots and Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

9.2 Alterations, Additions or Improvements. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board. Any Owner may make alterations within his Lot or Unit without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such Unit alteration, additions or improvements.

9.3 Decorating. Each Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, and such Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items, visible on the exterior of the building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner, and the exterior surfaces of such windows shall be cleaned or washed as part of the Common Expenses by the Association at such time or times as the Board shall determine.

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ARTICLE X

INSURANCE

10.1 Casualty Insurance. The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements, the Buildings and the Units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association as the trustee for each of the Owners as their interests may appear; provided that the policy of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Association and the holder or holders of mortgages or deeds of trust of record, as trustees for each of the Owners as their interests may appear. The trustees shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the trustees hereunder shall constitute a discharge to the insurer. Premiums for the insurance shall be Common Expenses.

10.2 Insurance Proceeds used for Reconstruction. In case of fire or any other disaster the insurance proceeds, if sufficient to reconstruct the damaged improvements to substantially the same condition in which they existed prior to the fire or other disaster, shall be applied to such reconstruction.

10.3 Proceeds Insufficient to Reconstruct. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the damaged improvements and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of such improvements within 60 days from the date of damage or destruction, the Board may record a notice setting forth such facts and upon the recording of such notice, that part of the Property which was damaged or destroyed shall be deemed to be owned by the Association.

10.4 Public Liability Insurance. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board, manager and managing agent from liability in connection with the Common Elements, and the premiums for such insurance shall be Common Expenses.

10.5 Insurance on Contents. Each Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided.

ARTICLE XI
RESTRICTIONS

11.1 Use and Occupancy of Property. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Owner from: (a) maintaining his personal professional library therein; or (b) keeping his personal business or professional records or accounts therein. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

11.2 Use of Common Elements. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with. There shall be no storage in the Common Elements without prior written consent of the Board. No personal property such as baby carriages, play pens, bicycles, wagons, toys, furniture or any other articles shall be left or stored in or on the Common Elements except in a storage area specifically designated therefor by the Board or manager or managing agent. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of Buildings, or which may be visible through any Building window from the outside (other than draperies, curtains or shades of a customary nature and appearance subject to the rules and regulations of the Board). No building shall be painted, decorated or adorned on the outside in any way or to any extent, without the prior written permission of the Board or the manager or managing agent.

11.3 Signs, Antenna etc. No signs shall be hung or displayed on the outside of windows or placed on walls of any Building, nor, without written authorization from the Board, shall "for sale" or "for rent" signs be displayed by any person, firm or corporation other than Developer. No awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon an exterior wall, roof or Common Elements without prior written consent of the Board.

11.4 Animals. No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Property except that one (1) dog, cat, bird or other household animal may be kept, as a pet, in a Unit. There shall be no structure for such animal outside the Unit at any time. All animals shall be curbed immediately adjacent to the Owner's Unit.

11.5 Nuisances. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or on the Common Elements nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. No disturbing noises shall be made in any Unit by the Owner, his family, servants, employees, or visitors nor shall any such persons do or permit any act that will interfere with the rights, comforts or conveniences of other Owners. No such person shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio or television set in any Unit between the hours of eleven o'clock P.M. and the following seven o'clock A.M., if the same shall disturb or annoy other occupants of the Building or neighborhood.

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11.6 Trash Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in administrative rules and regulations of the Board.

11.7 Electric Wiring. No Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air conditioning system or plumbing system, without the prior written consent of the Board or manager or managing agent.

11.8 During the period of construction of the Buildings on the Property by the Developer, the Developer and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to the Buildings and Property as may be required in connection with said construction. Until all of the lots have been sold by the Developer and occupied by the purchasers, the Developer may use and show one or more of such unsold or unoccupied lots as a model apartment or apartments and sales office, and may maintain customary signs in connection therewith.

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ARTICLE XII

REMEDIES

12.1 In the event of any default by any Owner under the provisions of the Declaration, By-Laws or rules and regulations of the Association or the Board, the Association or the Board or its agents, shall have each and all of the rights and remedies which may be provided for in the Declaration, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien or the appointment of a receiver for the Owner's Lot or Unit, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for the right to take possession of said Lot and to sell the same as herein-after in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon said Lot and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Owner, the Association and the Board, and the manager or managing agent if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board.

12.2 If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of the Declaration or the regulations adopted by the Board, and such violation shall continue for twenty (20) days after notice in writing from the Board, or shall occur repeatedly during any 20-day period after written notice or request from the Board to cure such violation, then the Board shall have the power to issue to the defaulting Owner a 10-day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control the Lot of such Owner. Thereupon an action in equity may be filed by the Association against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant, or, in the alternative, for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Lot and Unit owned by such Owner on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring the subject interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot and to immediate possession of the Unit thereon and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to the Declaration.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Notices. Notices to the Association or Board, as provided for in the Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board at the address as designated in writing from time to time by the Board and sent to all Owners at their respective Units, and all such notices to an Owner shall be addressed to him at the address of the Unit owned by him. Any Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person.

Upon written request to the Board, the holder of any recorded mortgage or deed or trust encumbering any Lot shall be given a copy of all notices permitted or required by the Declaration to be given to the Owner whose Lot is subject to such mortgage or deed of trust.

13.2 Severability. If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

13.3 Rights and Obligations. Each grantee of the Developer by the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by the Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.4 Waiver. No covenant, restriction, condition or provision of the Declaration and the By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same at any time.

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ARTICLE XIV

AMENDMENTS OR TERMINATION

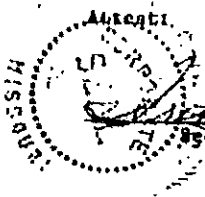
14.1 The provisions of this Declaration may be changed or modified by an instrument in writing setting forth such change or modification signed by the Owners of at least 75% of all the Lots in Hidden Lakes Tract C.

14.2 This Declaration may be terminated by an instrument in writing providing for such termination signed by the Owners of at least 75% of all the Lots in Hidden Lakes Tract C and all of the holders of mortgages or deeds of trust on any such Lots.

14.3 Any instrument changing, modifying or terminating the Declaration shall be duly acknowledged and recorded in the Office of the Recorder of Deeds for Clay County, Missouri, and shall be effective upon such recordation.

IN WITNESS WHEREOF, Developer has caused its name to be hereunto subscribed by its President and attested by its Secretary, and has caused its seal to be hereon affixed on the day and year first above written.

W-C-H, Inc.



[Signature]
Secretary

BY *[Signature]*
President

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 32 day of April, 1974 before me, appeared William C. Haas to me personally known, who being by me duly sworn, did say that he is the President of W-C-H, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William C. Haas acknowledged said instrument to be the free act and deed of said corporation.

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.



[Signature]
Notary Public within and for said County and State
HELEN MAE SMITH
NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES APR. 12, 1978

BY-LAWS

ARTICLE I
Members
(Lot Owners)

SECTION 1. The members of _____ a not-for-profit corporation organized under the provisions of the General Not for Profit Corporation Act of the State of Missouri (hereinafter called the "Association") shall consist exclusively of the respective Owners of lots in Hidden Lakes Tract C, a subdivision of land in Kansas City, Clay County, Missouri, which subdivision is subject to a Declaration dated April 22, 1994 and executed by W-C-H, Inc. (hereinafter called the "Declaration").

SECTION 2. The membership of each Owner (as defined in the Declaration) shall terminate when he ceases to own a Lot (as defined in the Declaration) in said subdivision and upon the sale, transfer or other disposition of his ownership interest in the Property (as defined in the Declaration) his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest. The Association may issue certificates evidencing membership therein.

SECTION 3. Meetings of Owners shall be held at such place in Kansas City, Clay County, Missouri, as may be specified in the notice of the meeting. An annual meeting of the Owners shall be held on the second Tuesday in February of each year at 7:00 P.M. Kansas City time or at such other hour specified in the written notice of such meeting. Special meetings of the Owners may be called by the President or by a majority of the directors of the Board, or by Owners owning at least one-fourth of the Lots in the Property.

SECTION 4. The aggregate number of votes for all Owners shall be the number of Lots in said subdivision and the Owner of each such Lot shall have one vote. If any Lot is owned by more than one person, the voting rights for such Lot shall not be divided but shall be exercised as if only one person owned the Lot, in accordance with the proxy or other designation made by the persons owning such Lot. W-C-H, Inc. (hereinafter called the "Developer") may exercise the voting rights with respect to each unsold Lot while owned by it.

SECTION 5. Owners, present in person or by proxy, holding a majority of the votes entitled to be cast at any meeting of members shall constitute a quorum at such meeting.

ARTICLE II
Board of Directors

SECTION 1. The board of directors of the Association (hereinafter called the "Board") shall consist of five (5) persons. The first Board named in the articles of incorporation of the Association shall hold office until the first annual election. At the first annual meeting of directors five directors shall be elected; one for a term of three years, two for a term of two years and two for a term of one year. Thereafter, upon expiration of the term of office of any director or upon the death or resignation of any director, his successor shall be elected for a term of three years, or for the remainder of an unexpired term as the case may be.

SECTION 2. In all elections for directors every Owner entitled to vote shall have the right to cumulate his vote and to give one candidate a number of votes equal to his vote multiplied by the number of directors to be elected, or to distribute such votes on the same principle among as many candidates as he shall think fit.

SECTION 3. Each director shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner), and each director shall also reside on the Property, except for directors nominated or designated by Developer. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 4. Any vacancy occurring in the Board may be filled by majority vote of the remaining members thereof.

SECTION 5. An annual meeting of the Board shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

SECTION 6. Any director may be removed from office by the vote of at least two-thirds of the votes of all Owners.

SECTION 7. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners.

SECTION 8. The Board shall have the following powers and duties:

- (a) to elect the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of a professional managing agent who shall manage and operate the Property and the Common Elements (as defined in the Declaration) for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the managing agent;
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners;

(j) to exercise all other powers and duties as provided in the Declaration or these By-Laws.

ARTICLE III
Officers

SECTION 1. At each annual meeting, the Board shall elect the following officers of the Association:

(a) A President, who shall be an Owner and a director, and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;

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(b) A Vice-President, who shall be an Owner and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent;

(d) A Treasurer, who shall be an Owner and who shall keep the financial records and books of account;

(e) such additional officers as the Board shall see fit to elect.

SECTION 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

SECTION 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

SECTION 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

ARTICLE IV
Assessments

SECTION 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses (as defined in the Declaration) and cash requirements for the year, including, but not limited to, salaries, wages, payroll, taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other Common Expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Owners during any year shall exceed the expenditures for such year, the surplus shall be held in trust by the Association for the benefit of the Owners, each Owner to have a proportionate share thereof.

SECTION 2. The estimated annual budget for each fiscal year shall be approved by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Owner shall be the same percentage of the total annual budget which the Lot or Lots owned by him is of the total number of Improved Lots in Hidden Lakes Tract C. The Board may cause to be sent to each Owner on or before the first day of each month a statement of the monthly assessment of such Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month to the managing agent or as may be otherwise directed by the Board. No Owner shall be relieved of his obligation to pay his assessments for Common Expenses by abandoning or not using his Unit (as defined in the Declaration) or the Common Elements.

SECTION 3. For the first fiscal year, the annual budget shall be as approved by the first Board. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit by each Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner an audited statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. The Board shall cause to be kept a separate account for each Owner showing the respective assessments charged to and paid by such Owner, and the status of his account from time to time. Upon 10 days notice to the Board, and the payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and thereupon a supplemental assessment shall be made to each Owner for his proportionate share of such supplemental budget.

SECTION 7. The Board shall not approve any capital expenditures in excess of Three Thousand Dollars (\$3,000.00), nor enter into any contracts for more than three years, without the approval of the Owners of a majority of Lots in Hidden Lakes Tract C.

SECTION 8. It shall be the duty of every Owner to pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership of Lots in Hidden Lakes Tract C, and as assessed in the manner herein provided. If any Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof and late charges shall constitute a lien on the interest of such Owner in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 9. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred, and such records and the vouchers authorizing the payments of such Common Expenses shall be available for examination by the Owners at convenient hours of week days. Such payment vouchers may be approved in such manner as the Board may determine.

SECTION 10. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or Common Elements, rather than against a particular Lot. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

ARTICLE V
Amendments

These By-Laws may be amended or modified from time to time by action or approval of the Owners of a majority of the Lots in Hidden Lakes Tract C. Any amendment hereto shall become effective when a document evidencing such amendment is filed for record in the office of the Recorder of Deeds of Clay County, Missouri

NOV 8 1994

NO 2401 PG 443

**DECLARATION OF PROTECTIVE COVENANTS
OF HIDDEN LAKES**

WHEREAS, HIDDEN LAKES DEVELOPMENT COMPANY, a Missouri Corporation, is now the owner of all the property platted as HIDDEN LAKES, a subdivision of Kansas City, Clay County, Missouri, according to the recorded plat thereof and now desires to place certain protective restrictions and reservations on the property.

NOW THEREFORE, for itself and for its successors and assigns and for its and their future grantees, HIDDEN LAKES DEVELOPMENT COMPANY, hereinafter called "DEVELOPER" hereby declares that the land specifically designated below as shown on the recorded plat of HIDDEN LAKES shall be and hereby are restricted as to their use in the manner hereinafter set forth.

WHEREAS, HIDDEN LAKES HOMES ASSOCIATION shall have a duly elected Board of Directors, hereinafter called "BOARD."

WHEREAS, this declaration of protective covenants of Hidden Lakes Subdivision stands as amended September 14, 1994. The aforesaid amendment does not supersede, but incorporates by reference the amendment to Hidden Lakes Homes Association declaration made October 23, 1987, filed with Clay County at Book 1803, page 586 through 593.

1. PERSONS BOUND BY THESE RESTRICTIONS:

All persons or corporations who now own or shall acquire any interest in the residential lots numbered 1 through 44 shall be taken to hold, agree and covenant with the owner of said lots, its successors or assigns and to conform to and observe the following covenants, restrictions and improvements thereon, provided, however, that each of said restrictions shall be removable in the manner hereinafter set forth.

2. USE OF LAND:

No lots or tracts referred to in Paragraph #1 above shall be used or occupied for other than single family residential purposes. Any residence erected or maintained on any of said lots shall be designed for occupancy for a single family. No trailer, basement, tent, shack or garage or any outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

3. APPROVAL OF DESIGN, LOCATION AND SIZES:

No construction shall be commenced upon any building nor shall any building be moved upon any lot until the exterior design, roof, color and material to be used are first approved in writing by the Board. The Board does hereby reserve the right to determine the location of all buildings on the respective lot or lots, as well as the relation of the top of the respective lot or lots, as well as the relation of the top of the foundation to the street level. All

such approvals shall be in writing. In locating any building or improvements on any lot or lots, or in the construction of any improvements thereon, care shall be taken so that the least number of trees and the least amount of existing material or vegetation is destroyed or disturbed. No trees shall be removed from any said lots other than those that are located within the lines of any building or within the lines of any driveways to said buildings, the location of which has previously been approved by the Board, or those determined to be dead or diseased. No residence erected on any of the lots may exceed 2½ stories in height, nor be less than 1 story in height on the street side, without the written approval of the Board. Any residence erected on any of the lots shall contain not less than 1,000 square feet of total floor area exclusive of porches, breezeways, basements, attics or attached garages, except that two-story residences may contain not less than 750 square feet of living area as defined on the ground floor and not less than 750 square feet of living area on the second floor. The Board does hereby reserve the right to change the required size of residences to be erected on any of the said lots.

4. **OUTSIDE APPEARANCE:**

All wood exteriors except roofs shall be covered with paint or stained unless otherwise approved in writing by the Board. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of a fire, wind storm or other damage, no building shall be permitted to remain in such damaged condition longer than thirty (30) days.

5. **FRONTAGE OF RESIDENCES ON STREETS:**

Any residences erected wholly or partially on a lot which is not a corner lot shall front on the front building line unless otherwise authorized by the Board. Any residence erected on a corner lot shall front on the front building line and shall present a good appearance on the side building line, provided, however, that any residence erected on a corner lot may be set diagonally thereon, unless otherwise authorized by the Board.

6. **FENCES:**

No fence of any kind or description shall be erected on any lot unless, and until, the location, height and material as to be used has been approved in writing by the Board or its designated agent. Any fence so approved shall not exceed 42 inches in height if it is a chain link fence, or 6 feet in height if it is a wood fence. No fence shall be approved for installation in front of the front building line of said lots. Any person desiring to construct a fence on any lot shall submit to the Board a written request for permission to construct a fence. The request shall state the name and address of the owner of the lot on which the proposed fence is to be constructed and the location, height and materials to be used. The Board shall, within thirty (30) days after the date on which such request is received, give to the owner of the property its approval or disapproval of the request. In the event that the Board shall fail to give such approval or disapproval within the period specified, then permission to so construct such fence shall be deemed to have been granted.

7. LOCATION OF UTILITIES:

The Developer shall have and hereby does reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, sanitary and storm sewers, gas and water main lines, telephone and electrical lines, and other utilities, and to give or grant right-of-ways or easements therefor over and upon any part of said land reserved for utility easements. All storm and sanitary sewer construction and connections shall conform to the then current rules and regulations and shall be approved by the proper development of the City of Kansas City, Missouri.

8. LIVESTOCK OR POULTRY PROHIBITED:

No livestock or poultry may be kept or maintained on any of said lots except that pets may be maintained upon any lot but shall be limited to two (2) dogs and two (2) cats over twelve (12) weeks of age.

9. SIGNS AND BILLBOARDS PROHIBITED:

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any lot or home constructed on any lot, except that the Developer, or its designated agent, may erect not more than one temporary sign advertising the availability of the lot or house constructed thereon for sale during the period at its original showing for sale.

10. AUTOMOBILE REPAIR AND STORAGE OF AUTOMOBILES, TRAILERS, STORAGE TANKS, ETC., PROHIBITED:

There shall be no automobile or vehicle repair conducted on any of the lots bound by these restrictions. No automobiles, trailers, campers, boats, or any other vehicles or moveable units shall be stored or kept outside of any residence constructed on the lots subject to these restrictions. No tanks for storage of fuel may be maintained above or below the surface on any lots hereby restricted without the written approval of the Developer.

11. GUIDELINES FOR THE INSTALLATION OF EXTERIOR DETACHED STORAGE UNITS:

Limit one unit per residence. Maximum dimensions shall not exceed 8 feet in length, by 8 feet in width, by 10 feet in height. Unit shall be of wood, or wood by-product construction. No metal units. Exterior panels or clapboard siding shall be similar in type, style, and appearance to the existing materials installed on the house. Finish stain or paint shall match the dominant exterior color of the house. Stains and paints designated for exterior use shall be used for best results. An oil-based primer is recommended for use on bare wood prior to the first coat of paint. Roofing materials shall be similar in type, style, and appearance to the existing materials installed on the house. Location of unit shall not exceed a minimum distance

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of 4 feet clearance from adjoining property lines. Any location outside of resident's said property is prohibited.

12. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood.

13. DURATION OF RESTRICTIONS:

The Restrictions herein set forth shall continue to be binding upon the Developer and upon its successor and assigns until June 1, 1993, and shall automatically be continued thereafter for successive periods of five (5) years provided, however, that the owners of the fee simple title to more than sixty percent (60%) of the lots bound by these restrictions shall release all or any part of the restrictions herein set forth, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for each purpose, and filing same for recording in the office of the Recorder of Deeds of Clay County, Missouri, prior to June 1, 1992, or at least one (1) year prior to the expiration of any successive five (5) year period.

14. RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the present owner or owners, its successors and assigns and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots hereby restricted and with its successors and assigns to conform to and observe said restrictions, but no restriction herein set forth shall be personally binding on any corporations, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land; and the Developer, Board, and/or any owner from time to time, of the lots hereby restricted, shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages and the failure of the Developer or any owner or owners from time to time of any lot or lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

15. EFFECT OF INVALIDITY OF A PORTION OF THIS DECLARATION:

Invalidation of any one or more of the foregoing restrictions or covenants by judgment or court order shall in no manner affect any of the other provisions herein, and all such other provisions shall remain in full force and effect.

EX-2401 PSE 447

16. HOMES ASSOCIATION DECLARATION:

To insure the continuous availability of certain services and conveniences for HIDDEN LAKES property owners, and to provide the means for the creation and maintenance of certain recreational areas in this residential neighborhood, all lots in HIDDEN LAKES subject to these restrictions are also subject to a Homes Association Declaration which will be duly filed or recorded.

The original Declarations of Protective Covenants of Hidden Lakes were recorded in the Office of the Recorder of Deeds of Clay County, Missouri #C 89494.

IN WITNESS WHEREFORE, HIDDEN LAKES HOMES ASSOCIATION has caused these presents to be executed this 2 day of Nov, 1994.

HIDDEN LAKES HOMES ASSOCIATION

By: [Signature] President

ATTEST:

By _____
Secretary

[Signature]
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EX-2401 PSE 447

BOOK 2401 PAGE 448

MISSOURI CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 2nd day of November, 1994, before me, appeared REN Schmitt to me personally known, who being by me duly sworn, did say that he is the President of Hidden Lakes Homes Association, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

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

Julie A. Ladage
Notary Public



My Commission Expires: JULIE A. LADAGE, NOTARY PUBLIC
County of Jackson, State of Missouri
My Commission Expires August 19, 1994