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Grantor **M&I REGIONAL PROPERTIES**  
Grantee **LAKEVIEW HOMEOWNERS ASSN**

*Robert T Sevier, Recorder*

COVER PAGE

DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF LAKEVIEW VILLAS

Grantor: M&I Regional Properties, LLC, successor by merger to Regional Properties, Inc., as Successor by Foreclosure to Victor E Bonuchi and Marilyn Bonuchi, Husband and Wife

Grantee: The Lakeview Homeowners Association  
Mailing address: #1 McBride & Son Center Drive, Chesterfield, MO 63005

Legal description: See Exhibit A attached

Sandra Brock, Recorder of Deeds

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**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

Document Title: Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Lakeview Villas  
Document Date: December 11, 2009  
Grantor Names: M&I Regional Properties, LLC, as Successor by Merger to Regional Properties, Inc., as Successor by Foreclosure to Victor E. Bonuchi and Marilyn Bonuchi, Husband and Wife  
Statutory Address: 770 North Water Street, Milwaukee, WI 53202  
Statutory Address: #1 McBride & Son Center Drive, Chesterfield, MO 63005  
Grantee Names: The Lakeview Homeowners Association  
Legal Descriptions: See Exhibit A attached  
Reference Book and Page: N/A

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**DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
LAKEVIEW VILLAS**

**M&I REGIONAL PROPERTIES, LLC, SUCCESSOR Y MERGER TO  
REGIONAL PROPERTIES, INC., AS SUCCESSOR BY FORECLOSURE TO  
VICTOR E. BONUCHI AND MARILYN BONUCHI, HUSBAND AND WIFE**

**("Declarant")**

**Dated as of: December 11, 2009**

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**DECLARATION OF HOMES ASSOCIATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
Lakeview Villas**

**THIS DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF LAKEVIEW VILLAS** (this “**Declaration**”) is made and executed as of December 11, 2009, by **M&I Regional Properties, LLC**, a Wisconsin limited liability company, with its principal office and mailing address at 770 North Water Street, Milwaukee, WI 53202 (the “**Declarant**”), as successor by merger to Regional Properties, Inc., a Kansas corporation, as successor by foreclosure to **Victor E. Bonuchi and Marilyn Bonuchi**, husband and wife (collectively, the “**Original Developer**”).

**RECITALS:**

**A.** Original Developer, by Deed of Trust dated July 19, 2005, and recorded July 19, 2005, in the office of the Recorder of Deeds for Clay County, Missouri, at Liberty, in Book 5071 at Page 29 as Document Number 2005033369 (the “**Deed of Trust**”) conveyed the property legally described as set forth on **EXHIBIT A** attached hereto (the “**Property**”), IN TRUST, to a named trustee to secure to Gold Bank, predecessor to M&I Marshall & Ilsley Bank, a Wisconsin banking corporation (“**M&I**”) the payment of the promissory note in said Deed of Trust described (the “**Promissory Note**”).

**B.** Original Developer defaulted in the payment of the Promissory Note. At the request of M&I, the named trustee under the Deed of Trust proceeded to execute the powers given in the Deed of Trust including the public auction of the Property. M&I was determined to be the highest and best bidder at such public auction.

**C.** The Property was conveyed to the Declarant’s predecessor-by-merger, as designee of M&I, pursuant to that certain Trustee’s Deed dated July 18, 2008, and recorded July 22, 2008, in the office of the Recorder of Deeds for Clay County, Missouri, at Liberty, in Book 6014 at Page 36 as Document Number 2008025418 (the “**Trustee’s Deed**”).

**D.** Declarant is the current owner of the fee title interest in and to the Property.

**E.** The Property has been developed into Lots pursuant to the First Plat Property (as hereinafter defined).

**F.** Declarant intends to convey Lots to a third party homebuilder.

**G.** On October 29, 2009, the subdivision plat entitled “FINAL PLAT OF LAKEVIEW VILLAS”, covering the Property and platting the same into the Lots, Common Areas and Restricted Common Areas, if any, shown thereon (sometimes herein also referred to as the “**First Plat Property**”), was approved by the City Council of the City of Kansas City (the “**City**”) and was recorded on February 18, 2010, in Book H at Page 3, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. The platted legal description of the First Plat Property is also shown on **EXHIBIT A** attached hereto.

**H.** From time to time, Declarant may cause (or permit) Single Family Residences to be built within the said platted lots and cause building lots (one per residence) to be created by replat, lot split certificate of survey or otherwise within the boundaries of such platted lots.

**I.** Declarant desires to subject the Property to those certain covenants, conditions, restrictions and easements herein set forth

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## DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, Declarant 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 Declarant and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Declarant'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 including all existing Owners of Lots in the Subdivision and their transferees, assigns, heirs and personal representatives. Each future 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 Single Family Residence thereon.

### 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 Lakeview Homeowners Association, a Missouri mutual benefit nonprofit corporation, and its 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.
- 1.7 "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.
- 1.8 "Common Area" means all recreational areas, all open or green space areas, 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 similar or other places or areas other than Lots which are owned by the Association and dedicated to, or set aside for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved to the Association's use pursuant to easements and all property of a similar character brought within the jurisdiction of this Declaration by all Supplemental Declarations.
- 1.9 "Common Expenses" means all costs and expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, 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, (b) to operate recreational and other facilities operated for the general benefit of the Owners, (c) to manage and conduct the affairs of the Association, (d) to repay funds borrowed by the Association, (e) to pay any deficit remaining from a previous assessment period, (f) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs, and replacement of improvements within the Common Area on a periodic basis, (g) which are expressly declared to be common expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) which the Board of Directors determines to be common expenses of the Association.
- 1.10 "Declarant" shall mean and refer to M&I Regional Properties, LLC, its successors and assigns if such successors or assigns acquire or succeed to ownership of all Lots which have not been improved with a Single

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Family Residence remaining in the Subdivision and then owned by Declarant or if Declarant expressly assigns its "Declarant Rights" hereunder to such assigns in writing. Notwithstanding the foregoing, at such time that the Declarant conveys all or a portion of the Lots to Lakeview Acquisitions, LLC, a Missouri limited liability company, shall be deemed "Declarant" hereunder:

**1.11 "Declaration"** means this Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Lakeview Villas, as it may be amended or supplemented from time to time

**1.12 "Default Assessment"** has the meaning set forth in Article 6.4 hereof

**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 that is created either by a plat with respect to a Single Family Residence or by the Declarant (or a builder or other person to whom the Declarant sells such building Lot), by replat, lot split certificate of survey, minor subdivision or otherwise, together with all appurtenances and Improvements now, or in the future, on such Lot, including a Single Family Residence, for a single family home building Lot

**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 4.5 hereof

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

**1.19 "Mortgage"** means 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 beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage

**1.21 "Original Developer"** means Victor E. Bonuchi and Marily Bonuchi, husband and wife

**1.22 "Owner"** means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Declarant 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

**1.23 "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 (i.e. all Single Family Residence Lots) then within the Property, as it may be expanded

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

**1.25 "Property"** and **"First Plat Property"** means and refers to the real property on **Exhibit A** attached to this Declaration and "Property" also includes all additional property, if any, brought within the jurisdiction of this Declaration by all Supplemental Declarations

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

**1.27 "Restricted Common Area"** means any Common Area owned by the Association on or over which, with the approval of the Review Committee, are located specific Improvements or features including, but not limited to, driveways, sidewalks, landscaping features and air conditioning units or other items, which are intended to and in fact do serve or service the needs and interests of a single Lot and the Single Family Residence thereon

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1.28 "Review Committee" has the meaning set forth in Article 10.1 hereof

1.29 "Single Family Residence" means a single-family dwelling, constructed on any one (1) Single Family Residence Lot. For purposes hereof, "single family" shall have the same meaning as in the ordinances of the City and, if none, its common meaning

1.30 "Single Family Residence Lot" has the meaning set forth in Article 1.16 above

1.31 "Special Assessment" has the meanings set forth in Articles 6.3 hereof, respectively

1.32 "Street" shall mean any roadway, street, court, circle, terrace, drive, alley or other right-of-way designated for vehicular traffic shown on any plat of any part of the Property or the Subdivision

1.33 "Subdivision" means, collectively, the Lots, the Common Areas, the Restricted Common Areas, all other parts of the Property and all Expansion Property

1.34 "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

1.35 "Turnover Date" means the earlier of (i) the date as of which only four (4) of the Lots (Single Family Residence Lots) in the Subdivision (as then composed or as contemplated to be expanded into Unplatted Land by the Declarant) remain owned by and not sold by the Declarant with no Single Family Residences constructed thereon (provided, however, that the sale of the Property by Declarant to a successor Declarant shall not be deemed an event constituting the Turnover Date under this subsection); or (ii) the date the Declarant, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration, or (iii) December 31, 2026

1.36 "Unplatted Land" means that portion of the Property which has not been subdivided pursuant to a recorded plat

1.37 "Working Capital Fund Contributions" shall have the meanings 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 Declarant, all Owners of Lots in the Subdivision and all persons or entities who shall hereafter acquire any interest in the Lots or other property within the Subdivision. The Declarant 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 Declarant, 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; OPERATIONS

3.1 **Membership in The Association** The Owner of each Lot within the Subdivision shall 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. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings. The Developer shall also be a member of the Association

3.2 **One Class of Members** There shall be one class of Members consisting of the Declarant 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 Declarant, 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 Declarant, on all matters to be voted on by 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. Any person may be appointed as the proxy of an Owner by written appointment delivered to the Secretary of the Association at least two (2) business days before the date of the vote for which the proxy is being exercised. Proxies may be revoked at any time in writing delivered to the Secretary of the Association and shall not, under any circumstance, be valid for more than three (3) years from the original date thereof. 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 or by proxy, 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. An Owner 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** After the Turnover Date, 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 Declarant** On the Turnover Date, the Association shall succeed to all (if any) of the duties and responsibilities of the Declarant under this Declaration. The Association shall not, however, succeed to any easements or rights of the Declarant or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Declarant.

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 **Declarant's Control of Association Prior to Turnover Date**. Notwithstanding anything in this Article 3 or elsewhere in this Declaration to the contrary, until the Turnover Date, the Declarant shall maintain absolute and exclusive control over the Association and the Review Committee, including appointment, election and removal of all directors and officers of the Association and all members of the Review Committee. Until the Turnover Date, only the Declarant shall be entitled to cast any votes with respect to the election and removal of Association directors and officers and members of the Review Committee or any other matters requiring the vote or approval of Members or Owners. The Declarant may (but shall not be required to) at any time relinquish all or any part of Declarant's control and rights under this Article 3.9.

## ARTICLE 4 POWER AND AUTHORITY

4.1 **General 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,

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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 Declarant and own the Common Area, the Restricted Common Areas 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, the Restricted Common Areas 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 Declarant, 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 all of the Assessments and all of the Working Capital Fund Contributions for Single Family Residences 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, the Restricted Common Areas and other areas of the Property owned by the Association or held for the general benefit of the Owners;

(e) Maintain, repair and replace all pedestrian ways, gateways, entrances, fountains, gardens, water run-off detention areas, ponds or basins, lakes, lighting, water sprinkling systems, landscaped areas within the Common Area or rights-of-way or platted landscape easements, fences and ornamental features, Subdivision identification signs and monuments and any other amenities.

(f) Provide and maintain lights on Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area.

(g) 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 initial or any subsequent plat for the Subdivision,

(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 it and pay taxes assessed against the Common Area 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) Intentionally Deleted,

(l) Acquire, provide and maintain insurance for the protection of the Association (including liability insurance for its officers and directors), the Declarant, the Members, and the Common Area, including, without limitation, comprehensive, 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 any Single Family Residence and their exteriors and any other improvements located on the Lots (such being the obligations of each Owner).

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(m) Subject to the voting requirements of Article 16.2 herein for amendment of this Declaration, 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 consent of the Declarant prior to the Turnover Date.

(n) Create, grant and convey easements upon, across, over, through and under the Common Area for ingress or egress or installation, replacement, repair and maintenance of all utilities or other such facilities including, but not limited to, water, sewers, natural gas, telephones, electricity and television cable systems; provided however, until the Turnover Date, such may only be done with the prior written consent of the Declarant,

(o) 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 effect the Members' quiet and peaceful use of the Lots within the Subdivision.

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

(q) Borrow money from any person, including the Declarant, 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,

(r) Suspend the voting rights and other privileges of any Member (other than the Declarant) 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 and privileges may be suspended during the period of the infraction and for up to ninety (90) days thereafter.

(s) Impose Fines against any Member (other than the Declarant) 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.

(t) Provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways which are not yet accepted for public maintenance by the City.

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

(v) 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;

(w) 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.

(x) Provide for plowing and removal of snow from Streets and sidewalks which are not yet accepted for public maintenance by the City.

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

(z) 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 4.5 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

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Directors, acting within its sole discretion. Although the Association may exercise the powers and authority granted in Articles 4.1 hereof, the mere existence of such powers and authority shall not require the Board of Directors 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 of Directors 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 Insurance on Lots and Residences** Each Owner shall obtain and maintain in full force and effect casualty insurance on its Single Family Residence and other insurable improvements on its Lot (including the fixtures initially installed therein and replacements thereof up to the value of those initially installed therein by or for the Owner, and including furniture, wall coverings, improvements, additions or other personal property supplied or installed by the Owner), together with all heating, ventilation, air conditioning equipment and other service machinery and utilities contained therein and covering the interests of the Owner and its 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.

**4.4 Insurance Requirements Generally** All insurance coverages shall comply with the following terms and conditions:

(a) The Declarant and 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 the Association, Declarant shall be named as additional insured;

(b) With respect to insurance coverage obtained by the Association, such 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;

(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 of Directors, 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 Declarant 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 and such right and easement shall be appurtenant to and shall pass with the title to every Lot, provided however, Restricted Common Area serving a particular Lot may only be used and enjoyed by the Owner of that Lot and such Owner's invitees subject to such restrictions as may be placed thereon by the Association.

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**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 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.

**5.4 No Partition.** The Common Area shall be owned by either the Association or the Declarant, 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, LIEN FEES AND WORKING CAPITAL FUND CONTRIBUTIONS

**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 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 Payable by All Owners.** Subject to the limitations set forth herein and any 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. Until modified as provided herein, the Annual Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The Annual Assessment for year 2010 is hereby established to be paid at a rate of \$325.00 per month per Lot. The first Annual Assessment for a Lot shall be made on the closing date for the purchase of a completed Single Family Residence on such Lot by the Owner from the builder thereof (and such first Annual Assessment shall be prorated for the Common Expense fiscal year encompassing such closing date). The Board of Directors shall endeavor to make the Annual Assessments on or due before January 1<sup>st</sup> of each year and shall be due and payable in equal monthly installments on or before the 1<sup>st</sup> day of each month. If the Board of Directors fails to timely make any Annual Assessments for any fiscal year, the amount of such Annual Assessments for the year shall automatically be the same as the Annual Assessments 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. 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 Assessments for the immediately preceding year without the approval of votes present (in person or proxy) at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the votes present (in person or by proxy) at a meeting duly called. 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 unexpected repair, renovation or replacement of improvements in the Common Area or for any other expenses incurred by the Association in fulfilling its obligations or exercising its rights under this Declaration 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.

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**6.4 Default Assessments.** The Board of Directors may assess Default Assessments against any Member or any Owner of a Single Family Residence at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Member or the Owner subject to such Assessment at least thirty (30) days prior to the due date. Each Default Assessment shall become a lien against such Member's or 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 Single Family Residences or the Common Area 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 the Delinquency at a rate of ten percent (10%) per annum;
- (c) Suspend the voting rights and other privileges of the Owner during any period of a Delinquency.
- (d) Accelerate all remaining Assessment 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 Single Family 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 of the Association, or on behalf of the Association by any Manager appointed by it, 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 certificate of lien, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri. Each Owner of a Lot by its acceptance of a deed thereto hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Owner shall be liable for the amount of all unpaid 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, if allowed by law, 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 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 (or such shorter period as may be limited by applicable law), unless within such time suit is commenced to collect the Delinquency.

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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 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 or the Restricted Common Areas. All successors to the fee simple title of a Lot (except any Mortgagee which obtains fee simple title to the Lot through foreclosure or deed in lieu thereof) shall be jointly and severally liable for all unpaid Delinquencies, interest, late charges, penalties, costs, expenses, and attorneys' fees 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, if allowed by law, 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 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 Mortgage.

**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; 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 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. 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 Declarant may require the first Owner of a Lot (other than Declarant, or any builder initially acquiring such Lot for purposes of constructing thereon a Single Family Residence for sale) to make a nonrefundable contribution to the working capital of the Association in the amount up to but not exceeding \$500 (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

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shall not relieve an Owner from making payments of Assessments as they become due 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 Declarant 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 Declarant Remedy.** In addition to (but not in lieu of) the remedies of Declarant as herein provided (including but not limited to the right to receive equitable and injunctive relief), all Owners are deemed to recognize that violations of any portion of the Declaration will, so long as Declarant is the owner of any portion of the Property (or any Expansion Property), result in damages to Declarant 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 still owned by Declarant at the time of such violation/breaches). Accordingly, if any Owner of any Lot shall violate or breach the Declaration (or any provision thereof) while Declarant is the Owner of any portion of the Property (or any Expansion 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 Declarant shall give such Owner written notice generally describing the violation or breach, then in such event the Owner shall be liable for damages in the amount of \$10.00 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 \$10.00 during any calendar year, provided further, at such time as Declarant is the Owner of less than ten (10) Lots of the Property, the maximum liquidated damages assessable for any single violation or breach shall not in any event exceed \$10.00 in any calendar year, provided further, at such time as Declarant is owner of less than five (5) Lots of the Property, the maximum liquidated damages assessable for any single violation or breach shall not in any event exceed \$10.00 in any calendar year. The parties expressly agree that the liquidated damages stated above are a reasonable advance estimate of special damages to Declarant 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 the Declarant for the recovery of such liquidated damages, the violating or breaching Owner shall also reimburse Declarant for Declarant's reasonable attorneys' fees, expenses, investigative costs and costs of the action therein incurred.

**6.15 Exempt Lots.** The following properties subject to this Declaration shall be exempt from the assessments, fines, liens, liens fees, Delinquencies, and default assessments created herein:

- (a) All Common Area;
- (b) All properties exempt from taxation under the laws of the State of Missouri;
- (c) All Lots owned by the Declarant or successor builders before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for redevelopment or resale).

## ARTICLE 7. INSURANCE LOSS; 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 is covered by insurance written in the name 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 Declarant 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.

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7.2 **Repair of Casualty Damaged Residences.** Notwithstanding any provision of this Declaration to the contrary, each Owner (rather than Declarant or the Association) is responsible for insuring such Owner's Lot and Single Family 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 or the Restricted Common Areas 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 Common Area or the Restricted Common Areas. 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 such Owners, a Special Assessment sufficient to provide funds to pay the additional cost of such restoration or replacement

## ARTICLE 8.

### MAINTENANCE

8.1 **General** In addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following services, and each Owner shall be obligated to accept and participate in the Association's provisions of such services by the Owner's acceptance of a deed to a Lot

8.2 Intentionally Deleted

8.3 Intentionally Deleted

8.4 **Lawn and Landscaping Care.** The Association shall provide lawn and landscaping care consisting of mowing, edging, fertilizing, weed control and reseeding of all grass areas and trimming and replacing of trees, bushes, shrubbery and plantings on all Common Area

8.5 Intentionally Deleted

8.6 **Uniformity of Service.** The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and toward that end shall have authority to contract with one or more providers of such services on behalf of all the Owners to provide such services to the Single Family Residences within the Subdivision

8.7 **Exclusivity** No Owner shall do any act or take any action on such Owner's part which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to such Owner's own Single Family Residence unless the Association fails to provide such service, after written notice to the Association demanding such services be reasonably provided, to the Owner who can establish such services are not being provided to such Owner's Single Family Residence, in a uniform manner with the other Single Family Residences within the Subdivision

8.8 **Installations in Common Area.** If, in the course of installing, maintaining or repairing any improvements located on the Common Areas, any Owner, or his contractor, agent or employee, damages, destroys or harms any Improvement located within the Common Area, it shall be such Owner's responsibility to reimburse the Association for the costs thereby incurred to repair, renovate or correct any such damage, destruction or harm. Each Owner is responsible for all maintenance, repair and replacement of any items pertaining to such Owner's Single Family Residence in the Common Area, and the Association shall have no responsibility therefore. Nothing contained herein, however, shall authorize any Owner to install any such improvements without the expressed written consent of Association, Declarant and the Review Committee

8.9 **Owner's Responsibility for Normal Care of Driveways and Sidewalks.** Anything contained in Article 8.3 above to the contrary notwithstanding, each Owner of a Single Family Residence shall be responsible for using due care in the usage and utilization of any driveway and or sidewalk areas dedicated to such Owner's Single Family Residence. The foregoing responsibility shall include, but not limited to, each Owner's obligation to protect

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and preserve the surface of such driveway and sidewalk from (i) loads, weights or vehicles heavier than that which residential practices would customarily be designed to handle, and (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to such driveway or sidewalk by the Owner's failure to use due care in the protection and preservation of such driveway or sidewalk shall be the financial responsibility of such Owner and the Association shall be authorized to repair such damage at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder. Each Owner is responsible for all maintenance, repair and replacement of the patio and deck pertaining to such Owner's Single Family Residence and the Association shall have no responsibility therefore.

## ARTICLE 9

### NO PARTY WALLS

Party Walls between Single Family Residences are expressly prohibited by this Declaration

## ARTICLE 10

### ARCHITECTURAL CONTROL 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. At all times prior to the Turnover Date, the Declarant shall have the power to appoint all members of the Review Committee, who shall serve until they resign or are removed by the Declarant. 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. The provisions of this Article 10 shall only apply to Lots which are subject to assessments as provided in this Declaration.

**10.2 Architectural Control** To preserve the harmony of the construction, location and exterior design and appearance of the Lots and the Single Family Residences other Improvements on the Lots, (a) all Single Family Residences, buildings, walls, fences, structures and other appurtenances or 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 Single Family Residences of the Subdivision, the topography and overall design and appearance of the Subdivision, the Declarant'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 Committee. The Review Committee also shall have the power and right to designate certain areas within the Property 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, manufacturer's 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 thirty (30) days after its last receipt of information from the Owner or his or her representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as

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the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within thirty (30) 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. The 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 sixty (60) 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** Intentionally Deleted.

## ARTICLE 11 USE RESTRICTIONS

**11.1 General.** Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof, the following restrictions are hereby placed on the Property.

**11.2 Residence Use Only.** Except as specifically provided herein, each Single Family Residence shall be used strictly as a family dwelling. No business shall be conducted, or carried on, in or from any Lot, or Single Family Residence except: (a) marketing or sales activities by the Declarant or its agents, and builders authorized to have model homes may conduct business from model homes or sales trailers, 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 Single Family Residence who are not permanently residing therein, and (ii) customers regularly visiting the Single Family 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 daycare business which is prohibited.

**11.3 Prohibited Buildings and Structures** Except as provided below, no mobile home or trailer (with or without wheels), basement (without a Single Family Residence attached), moved house, manufactured house, tent, shack, barn, storage shed or other outbuilding or structure shall be constructed or located on any Lot at any time. Other detached structures such as gazebos, permanent cooking or other grills or ovens may be constructed only with the prior approval of the Review Committee obtained in advance of construction. The Review Committee shall approve the location and appearance of any such structure and may require it to be screened from view.

**11.4 Fencing Limitations.** No fences shall be permitted on any Lot, the Restricted Common Areas 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 Single Family Residences in the Subdivision. Under no circumstances 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** Intentionally Deleted

**11.6 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. The exterior lighting plan for each Single Family Residence must be reviewed and approved by the Review Committee before

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installation of same. Exterior lighting objectionable, such Owner shall immediately shield such light in such a manner so that in the opinion of the Declarant or the Review Committee such light is no longer objectionable. If shielding cannot be accomplished to the satisfaction 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 of Directors. The provisions of this Section 11.6 shall only apply to Lots which are subject to assessments as provided in this Declaration.

**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, and no external or outside antennas or satellite dishes shall be permitted on any Lot except as hereinafter provided. No solar collectors or wind generators or turbines of any kind or type shall be permitted 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 or other poles 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. The Association 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, Declarant hereby directs that satellite receivers and transmitters (each, a "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 the 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 Single Family Residence at a location so that it cannot be seen from the street running in front of the Single Family Residence.

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

(c) **Third Choice.** If the First and Second Choices are not available and if a Dish can be so located, without the 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 Single Family Residence at a location which is least likely to be seen from the street running in front of the Single Family 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 Single Family Residence.

Any Dish shall not exceed a diameter of one (1) meter. If installed on the roof or walls, the 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 Dish shall be secured 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 Single Family Residences, which are visible from the curb, shall be kept closed except when removing motor vehicles or other items from, or the 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.

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

**11.11 Holiday Decorations.** Christmas and other holiday lights and decorations may be displayed on the exterior of the Single Family 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

**11.12 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

**11.13 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 Single Family 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, the Common Area or any of the Restricted Common Areas, except during construction of a Single Family 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 Single Family 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; Advertising** Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in or on any Single Family Residence or be visible from the interior of the Single Family 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 none in the Common Area) being sold or leased. The Declarant may erect or place signs related to the Subdivision on any Lot owned by it or on any Common Area or Restricted Common Areas

**11.17 Nuisances.** No activity shall be carried on in, on or from any Lot or Single Family 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 Single Family Residence whether or not the Owner is involved in, or has knowledge of, such activity. Construction of homes on the Lots shall not be considered a nuisance pursuant to this Section 11.17 of the Declaration

**11.18 Animals** At no time shall pit bulls, animals with vicious propensities by breed, bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals or animals requiring special permits from the State of Missouri or United States of America be kept at any time in any Single Family Residence or on any Lot or in any Restricted Common Areas or the Common Area. Except as otherwise prohibited herein, dogs, cats and other household pets (i) may be kept in a Single Family Residence (provided such pets are not kept for breeding or other commercial purposes), (ii) are limited to no more than three (3) in total number and (iii) the keeping of such pets does not create any unsanitary condition. Doghouses or similar animal shelters shall be located for a Single Family Residence, in the back yard, and shall only be of such size, design and materials as approved in advance by the Review Committee and painted the same color as the main structure. Runs, kennels or similar structures shall be permitted only with the approval of the Review Committee which may, in the Review Committee's sole discretion, impose requirements for such structures as to construction, design, materials, location and screening from view except under no circumstances shall runs, kennels or similar structures include chain link or other wire fencing

**11.19 Vehicles.** Except as provided below, no tractor, tractor-trailer, boats or motor vehicles, including automobiles, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers, trucks or motorcycles, may be parked, stored or kept on any Lot, Common Area or Restricted Common Areas (including driveways) except in an enclosed garage. However, one (1) passenger vehicle (i.e. automobile or pickup truck not larger than 3-4 tons) in operable, drivable condition may be parked on a driveway at any time. Any other passenger vehicles, trucks, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing in the Subdivision on the Lot may be parked in the driveway or at the curb but for no more than twenty-four (24) consecutive hours and during no more than any portion of seven (7)

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out of fourteen (14) consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street or on any portion of the Common Area or the Restricted Common Areas. All vehicles that are not drivable, whose presence makes an unsightly appearance or create a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Common Area, Restricted Common Areas or at the curb for more than twenty-four (24) consecutive hours

**11.20 Occupancy; Repair** No Single Family 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 damage, no Single Family Residence shall be permitted to remain in a damaged condition longer than three (3) months.

**11.21 Storage of Construction Materials** No building material of any kind or character shall be placed or stored on any Lot, the Common Area or the Restricted Common Areas 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 or Restricted Common Areas approved in advance by the Review Committee.

**11.22 Landscaping Easement** Except as permitted by any plat of the Subdivision and the Review Committee or elsewhere herein, no Improvement or personal property of any Owner shall be located in any buffer strip shown on any plat affecting the Property or in any of the Restricted Common Areas or the Common Area.

**11.23 Easements** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat or plats of the Subdivision 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 such utility easement. No structure, planting or other material shall be 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. The Association is hereby granted an easement to go on and, if necessary, maintain or replace, any shrubs or other plantings located on the Lots if the Owner fails to maintain the same, in which case the Association may charge such Owner for the costs thereof.

**11.24 No Subdividing** No Lot may be subdivided without the prior approval of the Review Committee.

**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. The prohibitions of this Article 11.25 may not, under any circumstances, be waived or amended by the Review Committee, the Board of Directors, the Owners or Members.

**11.26 No Hunting, Firearms or Archery Use Permitted** No hunting or use of air rifles, air pistols, firearms, bows, crossbows, arrows or bolts or other archery equipment, spears, blowguns or similar devices shall be permitted or conducted by any Owner, or by any Owner's guests, tenants or invitees, at any time on any Lot or any other portion of the Subdivision or the Property, including the Common Area and the Restricted Common Areas.

## ARTICLE 12 DECLARATION OF STREETS AND COMMON

**12.1 Streets** The Streets are shown on the Plat for the Subdivision. 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 the prior approval of the City.

**12.2 Common Area and Restricted Common Areas** The Common Areas located within the First Plat Property shall be owned by the Association. The Common Areas shall be used only for their intended purposes.

**12.3 Maintenance of Common Area and Restricted Common Areas** Except as otherwise specifically provided herein, the Association shall maintain, manage, operate, replace, repair and improve all

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Common Area and Restricted Common Areas, including all Improvements thereon. Any Owner damaging or abusing the Common Area or the Restricted Common Areas 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 its 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

## ARTICLE 13 INTENTIONALLY DELETED

## 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 any 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 Declarant's Rights Incident to Construction and Enforcement of Declaration** Declarant, 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 and the Restricted Common Areas, together with the right to store materials on the Common Area and the Restricted Common Areas, and to make such other use of the Common Area and the Restricted Common Areas as is reasonably necessary or incident to the construction of Single Family Residences on the Lots or other Improvements on the Property or other real property owned by the Declarant.

**14.4 Reservation of Easements, Exceptions and Exclusions** The Declarant 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 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 respective duties.

**14.6 View** No Owner has any right to an unobstructed view beyond the boundaries of such Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, fence, planting material or other item on or in any other part of the Subdivision, which is permitted by this Declaration, because such structure, fence, 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 such Owner's right of enjoyment to the Common Area to the members of the Owner's family, guests, tenants and invitees.

## ARTICLE 15 INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

**15.1 Inseparability.** Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Single Family 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,

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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 Association shall own the Common Area and the Restricted Common Areas, and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area or the Restricted Common Areas

**15.3 Limited Rental Rights** Declarant hereby declares that the Lots are principally intended for Single Family Residences, which are occupied by the Owners of such Lots. However, rental and leasing of a Lot to those who are not Owners of a Lot shall be permitted subject to the terms, options and limitations stated below:

(a) No Lot, or any part thereof, shall be leased, rented, demised or let to any person or entity except pursuant to a written lease signed by the record owner of the Lot (as landlord) and the occupant thereof (as tenant)

(b) Copies of any written leases entered into with respect to a Lot, while an owner has had ownership of that Lot, shall be delivered to Association within ten (10) days after Association shall make written demand on the Lot owner for the same, from time to time

(c) The record Owner of a Lot (or at least one record Owner of a Lot, if there are multiple Owners) must occupy a Lot as his or her personal residence for at least three hundred (300) days out of any one thousand (1,000) day period. The record Owner of a Lot shall bear the burden of proving to the Association (by such evidence as Association shall require in its sole discretion) that he or she has so occupied a Lot as his or her personal residence for at least three hundred (300) days out of any one thousand (1,000) day period.

(d) Intentionally Deleted.

(e) The provisions of this Paragraph (and all subparts of this Paragraph) shall become null and void at such time as Declarant no longer owns any Lot within the Property. The provisions of this Paragraph (and all subparts of this Paragraph) are for the sole and exclusive benefit of Declarant and for no other Lot Owner within the Property. Declarant may, at its option, waive and release the provisions of this Paragraph from any Lot (without waiving and releasing from all other Lots) so long as such waiver and release is in writing, signed by the Declarant and recorded in the office of the Clay County Recorder of Deeds

## 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, 2015, 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

**16.2 Amendment** So long as Declarant owns a Lot, Declarant (acting alone, without concurrence of the Owners, Association, Board of Directors or Review Committee) shall have the right from time to time to unilaterally amend, modify or change this Declaration and the provisions herein, including the right to add new burdens or restrictions on Owners and Lots, by recording such amendment in the Office of the recorder of Deeds of Clay County, Missouri. Thereafter, this Declaration may be amended by an amendment signed by the Owners of a majority of the Lots then subject to this Declaration. No amendment shall be effective until the amendment is recorded in the Office of the recorder of Deeds for Clay County, Missouri. The rights of the Declarant to so unilaterally amend this Declaration in accordance with this Section are of the essence to Declarant and shall be liberally constructed in favor of Declarant

**16.3 Revocation; Termination** This Declaration may be terminated prior to Turnover Date only by the unanimous consent of all Owners of Lots and the Declarant. After the Turnover Date, the Owners of may terminate this Declaration at any time upon the affirmative vote of not less than two thirds (2/3<sup>rd</sup>) 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

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16.4 **Amendments Requiring City Consent** Notwithstanding any other provision herein, no modification, alteration or amendment of this Declaration which conflicts with (a) any plat for the Subdivision, or (b) any City ordinance or code, may be made or become effective without the prior written consent of the City

## ARTICLE 17 GENERAL PROVISIONS

17.1 **Enforcement** Except as otherwise provided herein, the Association or the Board of Directors, the Declarant 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 Declarant 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.

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.

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 **Effect of Conveyance; Declarant's Right to Assign** Upon the conveyance of Lots by Declarant to a successor Declarant, all rights, duties, liabilities, obligations, reservations and privileges of the original Declarant under this Declaration shall immediately cease and terminate, and the same shall immediately vest with and in the successor Declarant (without further action, approval or acknowledgement required by any party). To evidence the foregoing, Declarant shall record an assignment in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, providing that all of original Declarant's rights, duties, liabilities, obligations, reservations and privileges under this Declaration immediately cease and terminate, and immediately vest with and in the successor Declarant. Upon the conveyance of the Lots and the recording of the assignment, successor Declarant shall thereafter have all rights, duties, liabilities, obligations, reservations and privileges of "Declarant" hereunder, including the right to transfer such rights set forth in this Section. Notwithstanding anything in this Declaration to the contrary, Declarant is not the "developer" of the Subdivision and shall not be obligated to complete, construct, renovate or improve any improvements within the Subdivision or any portion thereof. Thereafter, any successor Declarant may, by appropriate agreement made expressly for that purpose, assign or convey to a successor Declarant all, or any part, of the rights, reservations and privileges herein reserved by the "Declarant". Upon recording of the assignment in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, the named Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every successor Declarant shall have the rights of the "Declarant" herein, including the right to transfer such rights set forth in this Section.

17.6 **Release of Liability** None of the Declarant, 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.

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 Declarant (to the extent a claim may be brought against the Declarant by reason of its election, appointment, removal or control over members of the Board of Directors, its officers or members or the Review Committee, or the actions or inaction of any of the foregoing) 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 Directors, be indemnified.

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by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Declarant, 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, or the actions or inaction of any of the foregoing) whether or not he or she 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 Board of Directors shall determine, in good faith, that such officer, director, member of the Review Committee or other person, or the Declarant, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her 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.

*(Signatures appear on the following page)*

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## Exhibit A

### LEGAL DESCRIPTIONS OF PROPERTY COVERED BY AND SUBJECT TO THIS DECLARATION

#### TRACT 1:

A tract of land in the Southwest Quarter of Section 6, Township 51, Range 32, Kansas City, Clay County, Missouri, being more accurately described as follows: Beginning at the Southeast corner of the Southwest Quarter of said Section 6; thence North 89 degrees 46 minutes 24 seconds West along the South line of the Southwest Quarter of said Section 6, 1,024.90 feet; thence North 0 degrees 24 minutes 34 seconds East and parallel to the East line of the Southwest Quarter of said Section 6, 738.50 feet (deeded 753.50 feet); thence South 89 degrees 46 minutes 24 seconds East 1,024.90 feet to a point on the East line of the Southwest Quarter of said Section 6, thence South 0 degrees 24 minutes 34 seconds West along the East line of said Section 6; thence South 0 degrees 24 minutes 34 seconds West along the East line of said Southwest Quarter 738.50 feet to the True Point of Beginning, EXCEPT any part of any street right-of-way.

#### TRACT 2:

A tract of land in the Southwest Quarter of Section 6, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 0 degrees 26 minutes 23 seconds East along the East line of said Southwest Quarter, 738.50 feet to the True Point of Beginning of the tract to be herein described; thence North 89 degrees 45 minutes 47 seconds West, 900.01 feet; thence North 0 degrees 26 minutes 23 seconds East, 15.00 feet; thence South 89 degrees 45 minutes 47 seconds East 900.01 feet to a point on said East line; thence South 0 degrees 26 minutes 23 seconds West along said East line, 15.00 feet to the True Point of Beginning, EXCEPT any part of any street right-of-way.

#### TRACTS 1 AND 2 ARE ALSO KNOWN AS:

A tract of land in the Southwest Quarter of Section 6, Township 51 North, Range 32 West, Kansas City, Clay County, Missouri, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of Section 6, Township 51 North, Range 32 West; thence North 89 degrees 46 minutes 08 seconds West along the South line of the Southwest Quarter of said Section 6 a distance of 1024.90 feet; thence North 00 degrees 26 minutes 37 seconds East a distance of 738.58 feet to the Southwest corner of Lot 14, PEMBROOKE ESTATES FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri; thence South 89 degrees 45 minutes 37 seconds East along the South line of said PEMBROOKE ESTATES FIRST PLAT, a distance of 125.06 feet; thence North 00 degrees 14 minutes 23 seconds East continuing along the South line of said PEMBROOKE ESTATES FIRST PLAT a distance of 15.00 feet; thence South 89 degrees 45 minutes 37 seconds East continuing along the South line of said PEMBROOKE ESTATES FIRST PLAT a distance of 899.86 feet to the East line of the Southwest Quarter of said Section 6; thence South 00 degrees 26 minutes 29 seconds West along that East line a distance of 753.42 feet to the Point of Beginning.

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### PLATTED LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 47, inclusive, and Tracts A, B, C, D and E, LAKEVIEW VILLAS, a subdivision in the City of Kansas City, Clay County, Missouri, according to the Record Plat, filed in Cabinet H at Sleeve 3, as Document No. 2010005198, on Feb. 18, 2010.

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