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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF A PORTION OF TRACT C, BLOCK 8, MEADOWBROOK MANOR

SIXTH PLAT

This Declaration made this 29th day of January,  
19 73, by City Homes, Inc., hereinafter called the Developer.

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in Article Two of this Declaration and desires to create thereon a residential community with open spaces and other common facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject real property described in said Article Two, together with such additions as may hereafter be made thereto as provided in said Article Two, to the restrictions, covenants, conditions, easements, assessments, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the power of managing, maintaining, repairing and administering the common and community properties and facilities and administering and enforcing the restrictions, covenants, conditions and easements, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Missouri, Twin Lakes Homes Association, Inc., a not-for-profit corporation, for the purpose of exercising the functions aforesaid;

Now therefore, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees,

Filed for Record this 16th day of February

hereby declares that the real property described in Article II hereof, and such additions thereto as may hereafter be made pursuant to said Article II, is and shall be restricted as to its use, and is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, reservations, easements, charges, assessments and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Twin Lakes Homes Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties or on any recorded certificate of survey of The Properties or described in any deed of The Properties from the Developer to the Association and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any lot platted on any recorded subdivision plat of The Properties or on any recorded certificate of survey of The Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any

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proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

(g) "Developer" shall mean and refer to City Homes, Inc., its successors and assigns.

## ARTICLE II

### Property Subject to this Declaration: Additions Thereto

Section 1. EXISTING PROPERTY. The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in Clay County, Missouri and is described as follows:

Tract C, Block 8, Meadowbrook Manor - Sixth Plat,  
a subdivision in the City of Gladstone, Missouri.

all of which real property shall hereinafter be referred to as the "Existing Property."

Section 2. ADDITIONS TO EXISTING PROPERTY. Additional lands may become subject to this declaration in the following manner:

(a) ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT. The Developer shall have the right to bring within the scheme of this Declaration additional properties, whether or not owned by the Developer at the time of recording this Declaration. Additional properties may not be added after January 1, 1980.

The Additions authorized under this subsection shall be made by filing of record an extension of this declaration which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants

established by this Declaration within the Existing Property.

(b) MERGERS. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. No person or entity who is not a record owner of a fee or undivided fee interest in any such Lot shall be a member of the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. VOTING RIGHTS. Members shall be entitled to one vote for each lot in which they hold interest required for membership by Section 1 hereof. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be

cast with respect to any such lot.

ARTICLE IV

Property Rights in the Common Properties

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. Said right and easement of enjoyment shall exist whether or not the Developer has conveyed title to the Common Properties to the Association. The Developer covenants that he will convey fee simple title to the common properties contained in each certificate of survey to the association free and clear of all liens at the time of the recording of each certificate of survey covering a portion of the ground described in Article II or any additions thereto.

Section 2. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties with the consent of two thirds of the members of the association. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continue enjoyment by the members of any and all recreational facilities located upon the common properties and to open such recreational facilities to the enjoyment of a wider public until the mortgage debt is satisfied, at which time the possession of such property shall be returned to the Association and all rights to the members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the common properties against

1115 400

foreclosure; and

(c) The right of the Association to publish rules and conditions to regulate and control the Members' use and enjoyment of the Common Properties; and

(d) The right of the Association to suspend the enjoyment rights of any Member to the recreational facilities, located upon the common properties, for any period during which any assessment of any nature or any part thereof, as provided for herein remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations; and

(e) The right of the Association to charge reasonable admission and other fees to non-members of the Association for the use of the recreational facilities located upon the common properties; and

(f) The right of the Developer and of the Association to create, grant and convey easements on, across, over, in and under the common properties for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to water, sewers, gas, telephone, and electricity and a master television antenna system.

(g) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot within the Properties by acceptance of a deed therefor whether or not it shall be so expressed in any such

deed or conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance on the Common Properties, repairs to, replacement of, and additions to, the Common Properties, for the cost of labor, equipment, materials, management and supervision of the Common Properties, and for the maintenance, repair and services listed in Article XI hereof, and shall include the monthly dues to Whispering Oaks for use of recreational facilities located off the Common Properties under the agreement between Whispering Oaks No. 1 and Whispering Oaks No. 2, and Twin Lakes Homes Association.

Section 3. BASIS OF ANNUAL ASSESSMENTS.

"Until July 1, 1974, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot.

a. From and after July 1, 1974, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

b. The maximum annual assessment may be increased more than five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

1115 PAGE 402

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.**

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4.** At any meeting of the association sixty percent (60%) of the members of the Association, voting either in person or by proxy shall constitute a quorum.

**Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.** The annual assessment year shall be from the first day of July to the 30th day of June. The annual assessments provided for herein shall commence on the first day of the month immediately following the date of original conveyance and shall be due and payable on the first day of July each year (except that no Lot shall be subject to annual assessments until after the Developer makes its original conveyance thereof to an owner.)

In the event said original conveyance of a lot to an owner from the developer occurs between July 1st and June 30th of any annual assessment year, the assessment for such year shall be due and payable on the date of the conveyance, but shall be pro-rated from the first day of the month following the date of such conveyance to the next June 30th.

1115 403

The Board of Directors of the Association shall have the power to provide for the monthly payment of the annual assessment. The Board of Directors shall have power to change the due date of the annual assessments.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment year at least thirty (30) days in advance of July 1st of each year, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Failure to fix the assessment shall not invalidate an assessment made subsequent to July 1st.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. Failure of the Association to send such notice to an owner shall not relieve such Owner from the obligation of paying the assessment.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with interest thereon at eight (8) per cent and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

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The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest at eight (8) per cent on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

**Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability of any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**Section 10. EXEMPT PROPERTY.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created therein: (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) All Common Properties as defined in Article I, Section 1 hereof; (c) All Lots titled in the name of the Developer until it makes its original conveyance thereof to an Owner; (d) All properties exempted from taxation by the laws of the

1115 405

State of Missouri upon the terms and to the extent of such legal exemption.

ARTICLE VI

Covenant for Insurance

Section 1. MAINTENANCE OF INSURANCE. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to carry, maintain and timely pay the premium or premiums on a policy of insurance on the improvement located on the Lot protecting such improvement against damage or destruction by fire, lightning, wind-storm, hail, explosion, vandalism and miscellaneous mischief, and all other hazards as are generally carried in the area under standard extended coverage provisions for at least the full replacement costs of the improvements located on each such lot. The said replacement costs shall be determined by the Association and may be increased or decreased from time to time. Such insurance shall be placed on all of the lots located in a common building with the same insurance company, and once placed, the company writing such insurance shall not be changed, except with the approval of two-thirds (2/3) of the owners of the lots located in the building on which a change is desired.

In order to protect and preserve the values and amenities of the Properties, each Owner covenants that he will not allow or permit improvements on any lot to remain in a damaged or destroyed condition beyond a reasonable period of time.

Each owner covenants that the insurance policy as provided for herein shall be issued in the name of the Owner and the Association, and that in the event of any loss or destruction, the proceeds thereof shall be payable to the Owner and the Association. The Owner shall furnish the Association with a certificate of insurance covering such insurance so maintained by the Owner.

Section 2. REPAIR AND RESTORATION OF IMPROVEMENT. In the

event of damage to or destruction of an improvement on a Lot due to fire or other disaster or cause, the Owner shall repair, rebuild and restore said improvement to a condition substantially as good as prior to the damage or destruction within a reasonable time from the date the damage or destruction occurs. In the event an Owner fails or refuses to repair, rebuild and restore such improvements as provided herein, each Owner on any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or conveyance, hereby irrevocably constitutes and appoints the Association his true lawful attorney in fact, in his name, place and stead, and with full and complete authorization, right and power to collect the proceeds of the insurance policy described in Section 1 of this Article, in its sole name and to cause the repair, reconstruction and restoration of such improvements and to pay for same with said insurance proceeds. An Owner shall have no claim against the Association in the event it collects the proceeds of such insurance policy and uses same to repair, restore and reconstruct such improvement.

It is expressly acknowledged and agreed by each Owner of any Lot that this Article is for the mutual benefit of all the Owners of the Lots and is necessary for the protection of all said Owners.

Nothing herein shall preclude an Owner from obtaining whatever additional insurance he may desire, and it shall be the individual responsibility of each Owner to provide homeowner's liability insurance, theft and other insurance covering personal property damage or loss.

**Section 3. WAIVER OF SUBROGATION.** To the extent permitted by law, each Owner and the Association do hereby mutually release each from the other, and their respective officer, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties, if such damage or destruction results from one or more of the perils covered by fire and extended coverage insurance.

**Section 4. LIEN FOR PREMIUMS.** The Association may but shall not be required to make payment of insurance premiums on behalf of any

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Owner who becomes delinquent in such payment . In the event that the Association does make such payment, then such payment and the cost thereof shall be added to and become a part of the annual assessment or charge to which such Lot is subject under Article V hereof, and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects, as provided in Article V hereof.

ARTICLE VII  
Covenants for Easements

Section 1. EASEMENT FOR MINOR ENCROACHMENTS. Each Owner of any Lot covenants that if any portion of an improvement, whether the same be an improvement of an Owner or of the Association, encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event an improvement is partially or totally destroyed and then re-constructed, each Owner of any Lot further covenants that minor encroachments of any portion of an improvement, whether of an Owner or of the Association, upon a Lot due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. ASSOCIATION EASEMENT: Each Owner of any Lot covenants that the Association or its designees shall have an easement in, on, across, over and under such Lot to permit the Association to effect any desired or necessary maintenance or repairs, including but not limited to, the maintenance and repairs listed in Section 1 of Article XI hereof, or the installation of such items as are common to all Owners, including the installation and maintenance of public utility lines and pipes.

ARTICLE VIII  
Party Walls

Section 1. GENERAL RULES OF LAW TO APPLY. Each wall or fence which is built as part of the original construction of the homes upon The Properties, any part of which is placed on the dividing line between the

Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, the Owners who have used the wall shall restore it, and shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

#### ARTICLE IX Architectural Control Committee

Section 1. REVIEW BY COMMITTEE. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding

1115 409

structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE X  
Restrictive Covenants

Section 1. USE OF LOTS. Each Lot within the Properties is hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. Any structure erected on any such lot shall be designed for occupancy by a single family and shall be occupied by only one family. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, motor home, or other outbuilding or boat shall be used on any portion of the Lot at any time as a residence, either temporarily or permanently.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Developer and its contractors and sub-contractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2. ANIMALS PROHIBITED. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that one dog, or one cat, or one other household pet may be kept, provided they are not kept, bred, or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or

residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Properties, except when on a leash.

Section 3. ADVERTISING PROHIBITED. No advertising signs (except one of not more than five square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs, and billboards or the construction and maintenance of structures, if any, of the Developer during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 4. MISCELLANEOUS EQUIPMENT, TRASH AND GARBAGE. All clothes lines, equipment, trash cans, garbage cans, and storage piles shall be kept inside the owners building. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. No trash burning shall be permitted.

Section 5. PLANTING AND GARDENING PROHIBITED. Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Lot, except such as are planted or installed in accordance with the initial construction of the improvements on any Lot or as approved by the Association.

Section 6. ANTENNAS PROHIBITED. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of the improvements to be constructed upon any Lot, other than an aerial for

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a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

**Section 7. INTERIOR MAINTENANCE.** Each Owner of any Lot shall maintain and keep in repair the interior of the improvement located thereon, including, but not limited to, the glass surfaces and fixtures thereof.

An Owner shall do no act nor any work which will impair the structural soundness or integrity of the improvement located on the Lot or impair any easement or hereditament.

**Section 8. STORAGE TANKS.** No tank for the storage of fuel may be maintained on any Lot.

**Section 9. AUTOMOTIVE REPAIR PROHIBITED.** No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot hereby restricted.

**Section 10. PARKING AND STORAGE OF VEHICLES PROHIBITED.** No automobile, truck, airplane, boat, house trailer, motor home, boat trailer or trailer or similar vehicle may be stored upon any Lot hereby restricted, or upon any Common Areas, however, a pick-up truck, or a boat or a boat and boat trailer may be kept in the garage or car port of the Owner. Vehicles shall be parked outside of a garage only in areas marked for parking.

**Section 11. AWNINGS PROHIBITED.** No awnings may be constructed or erected or any external structural changes made on or to any Lot, unless approved in writing by the Association.

#### ARTICLE XI Exterior Maintenance

**Section 1. EXTERIOR MAINTENANCE.** In addition to maintenance upon the Common Properties, the Association shall provide exterior maintenance (except that no exterior maintenance shall be provided on or to the patio area, balcony or deck area) to the improvement upon each Lot, which is subject to an assessment under Article V hereof, including, but not limited to, the following: painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, not including glass surfaces, and caring for trees, shrubs, grass, walks, gas lights, and other exterior

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improvements except in patio areas, but exterior maintenance shall not include light bulbs, light fixtures and mail boxes, nor shall it include damage intentionally or negligently done by the Owner, his family, or anyone on his lot with his permission.

Section 2. ASSESSMENT OF COSTS. The Association shall pay the cost of exterior maintenance as above described to the extent of \$50.00 per year on each lot. All such costs which exceed \$50.00 per year for such exterior maintenance shall be assessed against the Lot upon which said maintenance is done, and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects, as provided in Article V hereof, provided that the Board of Directors of the Association, when establishing the annual assessment against such Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for all owners for that year, but shall thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost of such repairs compared with the cost to be borne by the Owner.

Section 3. ACCESS AT REASONABLE HOURS. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owners, to enter upon any Lot at reasonable hours on any day.

Section 4. NEGLIGENT AND WILLFUL DAMAGE OR DESTRUCTION TO THE COMMON PROPERTIES. In the event the Common Properties, or any improvement thereon, are damaged or destroyed through the negligent or willful act of any Owner or any of his agents or members of his family, such Owner does hereby covenant to pay the Association an amount equal to the sum actually expended by the Association to repair, replace or reconstruct such Common Properties or improvements.

If an Owner fails or refuses to pay the aforesaid sum for repairs, then said sum shall be added to and become a part of the annual assessment or charge to which such Lot is subject under Article V hereof, and as part of

such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects, as provided in Article V hereof.

ARTICLE XII  
General Provisions

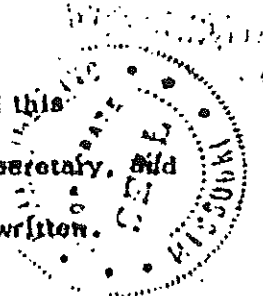
Section 1. DURATION. The restrictions, covenants, conditions and easements of this Declaration are hereby declared to be for the benefit of the real property described in Article II hereof, and shall be deemed to run with and bind the land described herein, and shall be binding upon the present and future owners thereof, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said restrictions, covenants, conditions and easements shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then-Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change said conditions covenants and restrictions in whole or in part, provided further, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Amendments may be made during the first twenty-five (25) year period by an instrument signed by the Owners of ninety percent (90%) of the Lots agreeing to change said restrictions covenants and conditions, provided that written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Any amendment must be properly recorded.

Section 2. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

1115 PAGE 41A

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, City Homes, Inc., has caused this Declaration to be executed by its president, attested by its secretary, and its corporate seal to be affixed, the day and year first above written.



CITY HOMES, INC.

By Reed P. Byers  
President

Attest:

Robert F. [Signature]  
Secretary

STATE OF MISSOURI )  
                          ) ss  
COUNTY OF CLAY   )

On this 29<sup>th</sup> day of January, 19 73, before me, appeared Reed P. Byers, to me personally known, who being by me duly sworn did say that he is the President of City Homes, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Reed P. Byers acknowledged said instrument to be the free act and deed of said corporation.

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

Bourquet Romare