

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
REMINGTON VILLAS, P.U.D.**

THIS DECLARATION, made on the date hereinafter set forth by LANDMARK BUILDERS OF BLUE SPRINGS, Inc., a Missouri corporation, herein referred to as "Declarant."

NOTICE OF INTENT

This Declaration provides for an extensive degree of control in the Declaration, including but not limited to (i) the control of the Association and supervision over the type of design of Improvements which may be constructed within the subdivision and upon the Residential Units located therein (ii) the right to amend this Declaration; and (iii) substantial flexibility in developing the liability of the Declarant; each owner, by accepting title to a Residential Unit, and each Association member, by accepting control of the Subdivision and the limited liability of Declarant's as provided for in this Declaration. Such control is an integral part of this Declaration and the general scheme of development and operation of the Subdivision. Capitalized terms used in this and the following introductory paragraphs are defined in Article I of this Declaration.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real estate in the City of Independence, County of Jackson, State of Missouri, which is more particularly described as:

REMINGTON VILLAS, 2nd PLAT, a subdivision in Independence, Jackson County, Missouri (herein the "Property").

WHEREAS, Declarant is developing the Property into a cluster unit development of single family residences, known as Remington Villas, which subdivision will include single family residential dwellings constructed within the areas designated on the Plat of the subdivision and referred to herein as "Residential Units;" certain common facilities and related areas to be held and owned by the Association and set aside for the common use, enjoyment and benefit of all of the Owners; certain areas to be held and owned by the Association but restricted and delegated to the exclusive use of certain designated Owners, from time to time, of Indicated Residential Dwellings (referred to herein as "Restricted Common Areas," green spaces and other features; and

WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on the property described herein, as hereafter set forth and such other property as may be subsequently subjected hereto by the annexation or otherwise for the use and benefit of Declarant, it's grantees, successors, heirs and assigns; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values; amenities and opportunities, for the maintenance of the Property and

improvements hereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, 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, Declarant has deemed it desirable, for the efficient preservation of the environment, values, and amenities in said property to create an agency to which shall be delegated and assigned the powers of owning, maintaining, regulating, controlling and administering the Common Areas, Restricted Common Areas and facilities and providing and administering the services to be provided within the Subdivision to the Owners and their Residential Dwellings located within the property, and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created, and promoting recreation, health, safety and welfare of the residents; and

WHEREAS, Declarant has incorporated or will cause to be Incorporated under the laws of the State of Missouri, Remington Villas Owners Association, Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that the Property described above and any property subsequently annexed by separate Declaration hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part hereof, and their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Annexation Property" means any additional real property which is annexed to the Subdivision, thereby becoming a part thereof and subject to this Declaration, in accordance with the provisions of Article II.

Section 2. "Assessments" shall include and mean the following:

- (a) **"Regular Assessment"** means the amount which is to be paid by each Owner as such Owner's Proportionate Share of the Common Expenses incurred by the Association pursuant to the terms hereof.
- (b) **"Special Assessment"** means (i) a charge against a particular Owner directly attributable to such Owner to reimburse the Association for costs incurred in bringing Owner into compliance with the provisions of this Declaration, the Association Articles or Bylaws, (ii) any other charge designated as a Special Assessment in this Declaration, The Association Articles or Bylaws, and (iii)

attorney's fees and other charges payable by such Owner as a Special Assessment pursuant to the provisions of the Declaration.

Section 3. "Association" shall mean and refer to Remington Villas Owners' Association, Inc., its successors and assigns.

Section 4. "Association Articles Bylaws" means the Articles of Incorporation of the Association as some may be amended from time to time.

Section 5. "Association Bylaws" means the Bylaws of the Association adopted by the Association as such Bylaws may be amended from time to time.

Section 6. "Common Area" shall mean, refer and include all real property (including the improvements thereto) owned by the Association which is either set aside and intended to serve, or service the common use and enjoyment of all the Members of the Association; or which is approved by the Aesthetics Review Board and set aside to serve or service a Residential Dwelling as Restricted Common Area.

Section 7. "Common Expenses" means the actual costs incurred by the Association in administering, maintaining, managing, repairing, replacing, insuring and operating the Common Areas and in fulfilling its obligations and responsibilities with respect to the Restricted Common Areas and in providing and accomplishing those responsibilities and obligations set forth herein relating to any Owner's Residential Dwelling and conducting its other business and responsibilities, rights or discretionary authorities, as set forth herein or reasonably necessary and proper to accomplish the purposes for which the Association is formed and exists.

Section 8. "Declarant" shall mean and refer to BILL HOUSE EXCAVATING CO. to the extent that Bill House Excavating Co. transfers or conveys all of its interests in the Property to another person or entity for the purpose of developing the property, such party as the successor to BILL HOUSE EXCAVATING CO. shall be and become the Declarant for all purposes of the Declaration.

Section 9. "Declaration" shall mean the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF REMINGTON VILLAS, as evidenced by this document and as properly amended, or modified hereinafter.

Section 10. "Improvements" shall mean and include all buildings, outbuildings, roads, driveways, sidewalks, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and all other structures or landscaping improvements of every type or kind.

Section 11. "Maintenance" shall mean the exercise of reasonable care to keep landscaping and other related improvements and fixtures in a condition comparable to their original condition, normal wear excepted. Maintenance of landscaping shall

further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 12. “**Member**” shall mean and refer to every person or entity who hold membership in the Association.

Section 13. “**Mortgage**” shall mean a conventional mortgage or a deed of trust.

Section 14. “**Mortgagee**” shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 15. “**Owner**” shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to a Residential Unit or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. “**Owner’s Proportionate Share**” means a fraction, the numerator of which is the number of Residential Units then owned by such Owner within the Property and the denominator of which is the total number of Residential Units then within the Property.

Section 17. “**Property**” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and this declaration as hereinafter provided.

Section 18. “**Residential Dwelling**” shall mean and refer to a separate single-family residential structure, designed to be constructed upon a Residential Unit within the Property once it has been constructed within the Property.

Section 19. “**Residential Unit**” shall mean and refer to any separate area designated as such by a Lot number reference assigned to same and reflected upon any recorded subdivision plat map of the Property set aside for the construction of a Residential Dwelling or on which a Residential Dwelling is constructed.

Section 20. “**Restricted Common Area**” shall mean and refer to all Common Areas owned by the Association on or over which, with the approval of the Aesthetics Review Board pursuant to Article VII of the Declaration is located specific improvements or features, including but not limited to: driveways, sidewalks, foundation plantings, landscaping features and improvements, air conditioning or heating equipment, roof balcony or deck overhangs which are intended to and do in fact, serve or service the needs, welfare and best interests of a single Residential Unit once a Residential Dwelling is constructed on such Residential Unit.

Section 21. “**Subdivision**” shall mean and refer to the Property together with any Annexation Property.

Section 22. “**Supplementary Declaration**” shall mean and refer to any declaration of Covenants, Conditions or Restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and Occupants within the Property or portion thereof affected by same.

Section 23. “**Tract**” shall mean any parcel of real property located within the Property and identified by the designation “Tract” followed by an alphabetical designation identifying the same on any recorded plat map of the Subdivision.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. So long as Declarant continues to own any Residential Unit subject to this Declaration, whether originally included herein or as a result of same being included in Annexation Property, if the Declarant, alone or in conjunction with other parties, develops additional lands which it wishes to annex to this Declaration, such additional lands may be annexed to and included within the Subdivision and made subject to the terms and conditions of this Declaration by the execution by Declarant of a written annexation instrument and the recording of same in the Office of the Director of Records for Jackson County, Missouri at Independence. Such annexation may include complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary in Declarant’s sole discretion to reflect the different character, if any, of the Annexation Property and as not inconsistent with the scheme of this Declaration. In no event, however, shall such annexation revoke, modify or add to the Covenants and Restrictions established by this Declaration as having application to the current real estate identified as the Property.

Section 2. Following the conveyance by Declarant of all Residential Units subjected now and hereafter to this Declaration, annexation of additional property to be made subject to this Declaration shall require the assent of two thirds (2/3) of all Member’s votes cast at a meeting duly called for this purpose, written notices of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 3. Following the valid annexation of additional property to this Declaration and its terms and conditions, such property shall be subject to this Declaration and

subject to the functions, powers, and jurisdiction of the Association, and thereafter said Annexation Property shall be part of the Subdivision for all intents and purposes of this Declaration and all of the Owners of Residential Units in the Annexation Property shall automatically be Owners in accordance with the terms hereof.

ARTICLE III ASSOCIATION

Section 1. Purpose of the Association. The Association has been, or will be, incorporated as a corporation not organized for profit under the laws of Missouri. The Association shall be responsible for the matters as provided in or contemplated by this Declaration, the Association Articles, or the Association Bylaws.

Section 2. Membership in Association

- (a) Subject to the provisions of Section 13 of this Article III, each Owner shall be entitled to only one Association Membership and one vote in the Association for each Residential Unit owned, so long as he is the Owner of such Residential Unit, and such Owner shall specify in writing to the Association the name of the individual who will hold the Association membership. In the absence of such written specification, Assessments shall nevertheless be charged against the Residential Unit and Owner thereof, but there shall be no right to vote the membership.
- (b) Subject to the provisions of Section 2(a), once an Association Member has been specified by an Owner of a Residential Unit, a new Association Member may only be specified for that Residential Unit upon at least 15 days prior notice to the Board of the Association; provided however the foregoing shall not impair the provisions of Section 2(c).
- (c) A membership in the Association shall not be transferred, pledged, or alienated in any way, except as herein expressly provided. Subject to the provisions of Section 2(a), Association Membership shall automatically be transferred to the new Owner upon the transfer of the Residential Unit. To which it appertains (and then only to such transferee), whether by sale, interstate succession, testamentary disposition, foreclosure of a mortgage, or other legal process transferring fee simple title to such Residential Unit.

Section 3. Assignment of Declarant's Voting Rights. If any lender to whom the Declarant has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration succeeds to the interests of the Declarant by virtue of said assignment, the absolute voting rights of the Declarant as provided in Section 13 of this Article III shall not be terminated thereby, and such lender shall hold the Declarant's memberships and voting rights on the same terms as they were held by the Declarant pursuant hereto.

Section 4. Board of Directors of the Association

- (a) The affairs of the Association shall be conducted by the Association Board herein provided and in accordance with the Association Articles and Association Bylaws. Except for Directors elected by the Declarant as provided in Section 13 of this Article III, each director shall be an Association Member or the spouse of an Association Member. If a Director shall cease to meet such qualifications during his term, he will thereupon cease to be a Director and his place on the Association Board will be deemed vacant.
- (b) Except for Directors elected by the Declarant as provided for in Section 13 of this Article III, the Members shall have the power and right to appoint and remove the members of the Association Board as provided in the Association Articles and Association Bylaws.

Section 5. Approval of Members. Unless elsewhere otherwise specifically provided in this Declaration or the Articles or Bylaws of the Association, any provision which requires the vote or written assent of the members of the Association, shall be deemed satisfied by the following:

- (a) The vote in person, or by proxy, of the specified percentage of Association members entitled to vote at the meeting duly called and noticed pursuant to the provisions of the Association Articles or Bylaws, dealing with annual or special meetings of the Members of the Association.
- (b) Written consents signed by the specified percentage of Members then entitled to vote as provided in the Bylaws of the Association.

Section 6. Additional Provisions in Articles and Bylaws. The Articles and Bylaws of the Association may contain any provision relating to the conduct of the affairs of the Association and the rights and powers of its Directors, Officers, Employees, Agents and Members not inconsistent with law or this Declaration.

Section 7. Association Rules. In order to be able to address specific matters relating to the administration, operation and development of, or other matters relating to, the Subdivision, the Association Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (the

Association Rules). The Association Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Association Rules shall not be inconsistent with the terms of this Declaration. The Association Rules may not unreasonably or unlawfully discriminate among Owners and Association Members. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, or a notice setting for the adoption, amendment, or repeal of specific portions of the Association Rules shall be delivered to each Association Member in the same manner established in this Declaration for the Delivery notices. Upon completion of the notice requirements, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and Association Members, and all other Persons having any interest in, or making any use of the Association, whether or not actually received thereby. The Association Rules, as adopted, amended or repealed, shall be available to the principal office of the Association to each Owner, Association Member, or other person reasonably entitled thereto, upon request. In the event of any conflict between any provision of the Association Rules and any provisions of this Declaration or the Association Articles or Bylaws, the Association Rules shall be deemed to be superseded by the provisions of this Declaration or such Articles or Bylaws to the extent of any such conflict.

Section 8. Indemnification. To the fullest extent permitted by law, every Director and every officer of the Association, and the members of the Aesthetic Review Board, and the Declarant (to the extent a claim may be brought against the Declarant by reason of its appoint, removal, or control over members of the Association Board of Aesthetics Review Board) 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, any in the discretion of the Board of the Association, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of the Declarant by reason of having appointed, removed or controlled, or failed to control members of the Association Board or Aesthetics Review Board) whether or not he is a Director and Officer, or member of the Aesthetics Review Board, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association Board shall determine, in good faith, that such Officer, Director, Member of the Aesthetics Review Board, or other person, or the Declarant, did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent or criminal intent in the performance of his 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 insurance may be obtained pursuant to Article IV to cover any liability exposure created by virtue of the foregoing indemnification.

Section 9. Non-Liability of Officials. To the fullest extent permitted by law, neither the Declarant, any Directors or Officers of the Association, any Aesthetics

Review Board member, no any other members of committees of the Association shall be liable to any Association Member or any Owner, Occupant, or other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which the Declarant, any Director, any Officer or any Member of such committees reasonably believed to be within the scope of his duties.

Section 10. Accounting. The Association, at all times, shall keep or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles, and shall have available for the inspection of all Owners at reasonable times during regular business hours, books which shall specify in reasonable detail all expenses incurred and funds accumulated from Assessments or otherwise. The Association shall employ a firm of Certified Public Accountants to render a written audit of its operations for each calendar/fiscal year and a copy of such written audit shall be available upon request to the Owners.

Section 11. Records. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each owner and Association member the books, records, and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Association Articles and Bylaws and Association Rules. The Declarant shall be under no obligation to make its own books and records available for inspection by the Association, or any Owner, Association member or other person.

Section 12. Managing Agent. Any powers, duties, and rights of the Association created pursuant hereto, or of the Board, as provided by law and herein, may be delegated to a managing agent under a management agreement, which agent may or may not have a relationship to the Declarant or the principals of Declarant; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty.

Section 13. Declarant's Control of the Association. Notwithstanding anything in this Article III or elsewhere in this declaration to the contrary, the Declarant shall maintain absolute and exclusive control over the Association and the Aesthetics Review Board, including appointment and removal of the President and all other Officers of the Association, all Directors of the Association Board and all members of the Aesthetics Review Board, until all of the Residential Units in the Subdivision (as it exists from time to time) have been sold to third parties. Until such time, only Declarant will be entitled to cast any votes with respect to the election and removal of Association Officers or Directors or Members to the Aesthetic Review Board, or any other matters requiring the vote or approval of Association Members. The Declarant voluntarily may (but shall not be required to) at any time relinquish all or any part of the Declarant's control and rights under this section.

ARTICLE IV POWERS AND DUTIES OF THE ASSOCIATION

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers whenever in the exercise of its discretion it may deem them necessary or advisable, and which it shall have the responsibility to provide if so indicated in this Article or elsewhere in the Declaration.

1. To enforce, in its own name, any Covenants, Conditions or Restrictions which may now or may hereafter be imposed upon any of the Property.
2. The Association shall be authorized to and shall, in fact, provide for the plowing and removal of snow from the sidewalks and driveways located on the Lot Area and from the sidewalks and driveways located on the Restricted Common Areas. It shall be the responsibility of the Individual Owner to keep cars or other vehicles and other obstructions removed from the Restricted Common Area associated with such Owner's Residential Dwelling in times of snow accumulation to enable the Association to provide such snow removal.
3. The Association shall be authorized to and shall, in fact maintain, plant, care for, fertilize, spray, trim, protect and replant such trees, shrubs and other landscaping along all streets within the Property, in or upon Lot Areas and in or upon Restricted Common Areas, as the Association shall deem to be appropriate and proper. In addition, the Association shall be authorized to and shall in fact, provide lawn care, mowing, re-seeding, fertilizing and maintenance of all lawns and grassy areas within the Property and on Common Areas.
4. To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of the Members of the Association, gateways, entrances or other features.
5.
 - a. The Association shall be authorized to and shall, in fact, provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and shall provide a uniform method for the collection and disposal of garbage and rubbish from the Residential Dwellings located on the Residential Units owned by the Members.
 - b. To split the cost of maintenance of Tract B Remington Villas (Detention Basin) and have a 50/50 representation on decision making in conjunction with Remington Estates Home Owners' Association.
6. To provide for the establishment, operation, maintenance and regulation of parks, playgrounds, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the

equipment thereof (if any) on any land set aside for the general use of the public and or the Owners or their guests, tenants or invitees, or to which all such Owners have access and use thereof; and to provide for the maintenance of natural water courses within the Property.

7. The Association shall be authorized to and shall, in fact, exercise control over walking trails, and other Common Areas and any sidewalks located in Restricted Common Areas within the Property, as deemed by the Association to be necessary or desirable and to issue permits for excavations in the Common Area or Restricted Common Areas when necessary for the installation of utilities and to accept bonds or deposits for the repairing of cuts made for such excavations. The Association shall have full authority to prevent any excavation or cuts in the Common Areas or Restricted Common Areas without first obtaining a deposit to insure the repair and future maintenance of such cuts. The Association may reserve the right to make any and all excavations in the Common Areas or Restricted Common Areas and the right to refill and repair any costs or damages to any improvements and pay the cost out of the deposits made as herein provided, subject to such control of city, county or other property officials as may be provided by law.
8. To erect and maintain signs for marking of the streets within the Property.
9. The Association shall be authorized to and shall, in fact, repair pedestrian ways and clean and maintain storm water detention facilities and appurtenances thereto, as well as pedestrian ways.
10. The Association shall also provide for all other general items of use, maintenance and repair on or over the Common Areas and, subject to the Owner's obligation to use due care in the use of same as specified in Section 8(b) of Article V, located on Restricted Common Areas.
11. To provide for additional police service by special arrangement with State, City or County authorities.
12. To obtain fire insurance covering the full insurable replacement value of the Common Areas and all improvements thereon with extended coverage.
13. To obtain liability insurance insuring the Association or Members of the Board of the Association, or its officers, or members of the Aesthetic Review Board, or other committees of the Association, against any and all liability to the public, to any Owner, or to the invitees or tenants of any owner. The policy limits shall be set by the Directors of the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors of the Association.
14. To obtain workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed

- necessary by the law, and any other insurance deemed necessary by the Board of Directors of the Association.
15. To obtain a standard fidelity bond covering all members of the Board of Directors and Officers of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
 16. To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against the Common Areas and Restricted Common areas. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.
 17. To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individual and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the Owners and Members of this Association with the purview of this Declaration.
 18. To carry out, perform and accomplish all other responsibilities, duties and obligations as set forth elsewhere in the Declaration.

ARTICLE V PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a non-exclusive right of ingress and egress and easement of enjoyment in and to the Common Areas, exclusive of areas set aside as restricted Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Resident Unit subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- b. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to Mortgage said property;
- c. The right of the Association to suspend the voting rights and right to use of the recreational facilities or other Common Areas by any Member for any period during which any Assessments, against any Residential Unit remains unpaid and for a period not to exceed 60 days for any in fraction of its published rules and regulations;
- d. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer 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 or transfer.

- e. The right of the Association to make reasonable rules, regulations and conditions and impose reasonable restrictions upon the use and enjoyment of Common Areas for the benefit of all Members, their guests and assigns.
- f. The continuing and ongoing authority of the Association and/or the Aesthetics Review Board, from time to time, to set aside, dedicate, delegate and approve certain portions of the Common Area for use of creation of Restricted Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities or the right to enjoy and use Restricted Common Areas to the Members of his immediate family, his tenants, or contract purchases who reside on the property.

Section 3. Damage or Destruction of Common Areas or Restricted Common Areas by Owner. In the event any Common Areas or Restricted Common Areas are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the Association to repair said damaged areas; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon all the Residential Unit of said owner.

Section 4. Association's Easements. There is hereby created a blanket easement upon, across, over and on all Residential Units and all Residential Dwellings within the Property and all Restricted Common Areas, in favor of the Association and its respective agents, employees, contractors, and subcontractors for the purpose of carrying out all of the powers and duties of the Association as set forth in this Declaration and in providing for the services which the Association is responsible for providing as expressed or implied by the terms of this Declaration.

Section 5. Encroachments. Declarant on behalf of itself and its successors and assigns, hereby declares that every Owner shall have a perpetual easement for the continuance of any unwillful and unintentionally created encroachment by such Owner's Residential Dwelling or Restricted Common Area on, over and across any Common Area now existing as a result of construction of any Residential Dwelling or improvements related thereto, or which may come into existence hereafter as a result of the reconstruction of any Residential Dwelling after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Residential Dwelling stands, so long as such encroachment was/is not willful or intentionally created.

Section 6. Municipal Services. Declarant, on behalf of itself and the successors and assigns of itself, hereby declares that the City of Independence, Missouri (but not the

public in general), and the Central Jackson County Fire Protection District, and other law enforcement and emergency personnel or officials shall have a perpetual non-exclusive easement to enter upon all parking areas, driveways, walkways, and sidewalks, Common Areas, and Restricted Common Areas for purposes of maintaining safety, health, welfare, police and fire protection of the citizens of the City and Fire District, and the Owners and occupants of the property.

Section 7. Other Easements

- a. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat map of the Property. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements.
- b. Such easements, reservations and right of way shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in or on, under and above such locations to carry out any of the purposes for such easements, reservations and rights of way are reserved.

Section 8. Location, Use and Maintenance of Restricted Common Areas.

- a. The Aesthetics Review Board shall have authority, upon application and request pursuant to Article VII, to designate certain areas within the Property as Restricted Common Areas and to assign and designate same to the location of a particular improvement to service one or more Residential Unit. The Aesthetics Review Board shall also have authority to establish construction of approved Improvements along, over and across Restricted Common Areas. Such request and any subsequent approval granted in connection with such request shall be in written form and shall contain a clearly defined designation of the area to be assigned as Restricted Common Area and shall also contain an indication of the Improvement to be located upon each such Restricted Common Area, which shall include, but not limited to, driveways, sidewalks, air conditioning and/or heating units, roof balcony or deck overhang, or other similar indications. The Owner of a Residential Unit is hereby granted the right and privilege to install, or cause to be installed, or reinstall or cause to be reinstalled, approved Improvements along, over and across Restricted Common Area to the extent same are approved, upon receipt of the approval of the Aesthetics Review Board. The Aesthetics Review Board is hereby expressly given the power, authority and control to permit and authorize Improvements to be constructed and reconstructed over and across Restricted Common Area to cause such areas to be abandoned and relocated from time to time over areas designated and delineated as replacement Restricted Common

Area. In case such replacement Restricted Common Area is established and approved from time to time by the Aesthetics Review Board, the establishment and approval of such replacement Restricted Common Areas shall automatically replace the earlier designation of Restricted Common Area related to the Improvements built and constructed upon the replacement Restricted Common Area without further action on the part of any party whatsoever. The exclusive use of such Restricted Common Areas for the use and benefit of the Residential Unit indicated on the Aesthetics Review Board approval and the construction and reconstruction of Improvements to fulfill the purposes indicated on such approval, as such Improvements are actually constructed and in their original "as built" locations is hereby confirmed and ratified in all respects.

- b. If in the course of installing, maintaining or repairing Improvements located on Restricted Common Areas, any Owner, or their contractor agent or employee damages, destroys or harms any Improvement located on Common Area, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm.

ARTICLE VI CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

Each Owner of any Residential Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay the Association: 1) Regular Assessments and 2) Special Assessments. The assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon, late charges, costs of collection thereof, and reasonable attorney's fees shall be a charge on the Owner's land and shall be a continuing lien upon the property against which the Assessments are made. Each such assessment, together with such interest, late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owners of such property at the time when the Assessments fell due. The personal obligation for delinquent payments shall not pass to his successors in title unless expressly assumed by them. If an Owner shall consist of more than one person, the obligations of the Owners for the payment of Assessments on such Owner's Residential Unit shall be joint and several.

Section 1. Purpose of Assessments. Except as otherwise provided herein, the Assessments levied by the Association under this Article shall be used; a) to promote the recreation, health, safety, and welfare of the Owners of and Residents of the Property, b) to enhance the value of the Subdivision, c) to pay the costs of administration of the Association, d) to pay all other Common Expenses, e) to pay for the maintenance, repair, and services and purposes listed in Article IV and Article VIII hereof, or elsewhere herein and f) for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or Restricted Common Area or which is of general benefit to the Owners and Residents.

Section 2. Regular Assessments

- a. Except as otherwise specifically provided herein, each Owner of a Residential Unit shall pay as his Regular Assessment his Proportionate Share of the Common Expenses. Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be provided in the Association Articles or Bylaws, or as determined by the Board of the Association.
- b. Not later than 60 days prior to the beginning of each fiscal year of the Association, the Association Board shall make available for review by each Owner at the Association's office, during reasonable times a pro-forma operating statement or budget for the upcoming fiscal year which among other things, estimate the total Common Expenses to be incurred by such Association for such fiscal year. The Association Board shall at that time determine the amount of the Regular Assessment to be paid by each Owner and notify the Owner thereof in writing. Each Owner shall thereafter pay to the Association its entire Regular Assessment as so determined. The payment of an Owner's Regular Assessment shall be due and payable on or before the beginning of the Association's fiscal year, which dates shall be set forth in the written notice sent to Owners notwithstanding the foregoing provision, the Association Board, may, in its exclusive discretion establish a regular payment schedule or payment schedules available to Association Members in the payment of their Regular Assessments, which shall allow payment of Regular Assessments on a monthly, quarterly, annually, or semi annual basis and provide in such payment schedule, for a reasonable service fee or other charge which is related to the additional record keeping/invoicing, etc., associated with the regular payment arrangement, which charge shall be payable in addition to the pro-rate portion of the Regular Assessment with each regular payment.
- c. If the Association subsequently determines that the total Regular Assessments for the Current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including Common Expenses in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the Association President, shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Association Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Owner for the balance of the year, and the date or dates when due. Each Owner shall be notified of the additional amount required to be paid and the due date of such payment, and each Owner shall pay the additional amount when due. If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses, The Association may, at the discretion of the Association Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for then ext fiscal year. No reduction or abatement or Regular Assessments because of any such anticipated surplus may diminish the quantity or quality of services upon which the Common Expenses for the year in question are

based, and if supplemental assessments are required, they shall be made as set forth above.

Section 3. Special Assessments. Special Assessments shall be levied by the Association against an Owner to reimburse the Association for:

- a) Costs incurred in bringing an Owner or his Residential Unit and/or Improvements thereon into compliance with the provisions of this Declaration, the Association Articles or Bylaws, or the Association Rules.
- b) Fines levied or fixed by the Association Board as provided herein.
- c) Attorney's fees, late charges, interest and other costs or charges provided to be paid, as, or which are incurred in connection with a Special Assessment in accordance with this Declaration, the Association Articles or Bylaws.
- d) Any other charge designated as a Special Assessment in this Declaration, the Association Articles or Bylaws.

Section 4. Uniform Assessment. All Regular Assessments imposed upon an Owner shall be based upon such Owner's Proportionate Share.

Section 5. Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to each Owner on the date that the first owner acquires title to any Residential Unit from Declarant. The Regular Assessment shall be equitably adjusted as required for short periods.

Section 6. Time and Manner of Payment; Late Charges and Interest. Assessments shall be due and payable by Owners in such manner and at such times as the Association Board shall designate in accordance with the terms hereof. If not paid within ten (10) days after its due date, each such Assessment shall have added to it a late charge equal to 10% of the amount of Assessment and thereafter bear interest at the Rate of 10% per annum until paid. The Association may, in its discretion and without waiving the imposition of a late charge of interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent Owner shall also be liable for attorney's fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action, or proceeding is brought to collect any such Assessment or charge, then there shall be added to the amount thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any judgment or award rendered thereon.

Section 7. No Offsets. All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, included without limitation, a claim that (a) the Association, its Board, its President, or the Declarant is not properly exercising its duties and powers as provided in this Declaration or documentation. Associated therewith; or (b) Assessments for any period exceed Common Expenses.

Section 8. Reserves. Reserves included in any budget for Common Expenses which are collected as part of Regular Assessments shall be trust for the purposes for which they are budgeted and are to be segregated from and not commingled with any other funds of the Association, except to the extent that the Association's regularly employed accountant deems it desirable to do otherwise on the basis of standard accounting principles in similar contexts or the laws (tax or otherwise) of the State of Missouri or the United States relating to corporations not organized for profit, or homeowners associations. Such reserves shall be deemed a contribution to the capital account of the Association. The responsibility of the Association Board (whether while controlled by the Declarant or the members of the Association) shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Declarant, such Board or any member thereof shall have any liability to the Association or any Owner, Association Member, if such reserves provide to be inadequate.

Section 9. Subordination of Lien. Any lien which arises against a Residential Unit by reason of the failure or refusal of an Owner to make timely payment of any Assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorney's fees and any late charges related thereto), acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of, or accrues title to the Residential Unit, whichever occurs first. If any Lien for unpaid Assessments which accrued prior to the date the First Mortgagee comes into possession of or acquires title to the Residential Unit has not been extinguished by the process by which such First Mortgagee came into possession of or acquired title to the Residential Unit, such First Mortgagee shall not be liable for unpaid Assessments arising prior to the aforesaid date and, upon written request by such First Mortgagee to the Association, such lien shall be released in writing by the Association. Any unpaid Assessments, which are extinguished pursuant to the foregoing sentence shall continue to be the personal obligation of the delinquent Owner and may also be reallocated by the Association among all the Owners as part of the Common Expense.

Section 10. Certificate of Non-payment Upon Request. Any person acquiring an interest in any residential Unit shall be entitled to a certificate from the Association setting forth the amount of monies due by unpaid Assessments relating to such Residential Unit, if any, and such person shall not be liable for, nor shall any lien attach to the Residential Unit in excess of the amount set forth in the certificate, except for Assessments which occur, or become due, after the date thereof and any interest, costs, attorney's fees, and any late charges related to such unpaid Assessments.

Section 11. Enforcement of lien. Any lien provided for in this Article VI may be foreclosed by the Association in the manner provided in Chapter 443 of the Revised Statutes of the State of Missouri for the foreclosure of a first mortgage realty deed of trust in the State of Missouri. The President of the Association, in office when any such procedure is commenced, is hereby designated to act in the capacity as the Trustee of the Association and to take all steps and actions necessary, required and/or proper to foreclose the lien of the Association in the manner just mentioned. All of the provisions

of this Article VI relating to the enforcement of any lien provided for herein (including without limitation to the subordination provisions of Section 9 or the provisions of this Section 11, shall apply with equal force in each other instance provided for in this Declaration or the Association Rules or the Association Articles or Bylaws herein it is stated that payment of a particular Assessment, charge, or other sum shall be secured by a lien. Nothing herein shall be construed as requiring that the Association take any action allowed hereunder in any particular instance, and the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time, or in a different instance.

Section 12. 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 obligation of the Association, provided however, any such action shall require the prior affirmative vote, or written assent, of the Declarant, if it controls the Association, or otherwise, a majority of all the members of the Association. The Association's power to pledge its assessment powers shall include but not be limited to, the ability to make an assignment of Assessments which are then payable to or which become payable to, the Association, which assignment may then be presently effective but shall allow said Assessments to continue to be paid to the Association and used by the Association as required, unless and until the Association shall default on its obligations secured by said assignment.

ARTICLE VII AESTHETIC CONTROL

Section 1. Aesthetics Review Board. The Association shall have an Aesthetics Review Board consisting of not less than three nor more than five persons, as specified from time to time by the Declarant during periods in which Declarant has right to appoint the members of the Aesthetics Review Board, and thereafter, by resolution of the Board of the Association. The Declarant shall retain the right to appoint, augment or replace all members of the Aesthetics Review Board until Declarant shall no longer own any Residential Units within the Subdivision. Thereafter, members of the Aesthetic Review Board shall be appointed by the Board of the Association. Persons appointed to the Aesthetics Review Board, other than persons appointed by the Declarant, shall be Association Members. The Declarant may voluntarily (but is not required to) permit Association Members to appoint or replace one or more members of the Aesthetic Review Board.

Section 2. Conditions. No construction, improvements, alterations, repairs, excavations, repainting, changes in grade or other work which in any way alters the exterior of any property or the Improvements located thereon from its condition existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Aesthetics Review Board. No swimming pools or playground equipment shall be installed on the exterior of any property. No improvement shall be commenced, erected, maintained, improved,

altered, made or done nor shall any additions, changes or alterations be made to the exterior of any Residential Dwelling without the prior approval of the Aesthetics Review Board. As more particularly described and set forth in Section 8 of Article V, no construction of Improvements over or across any Restricted Common Areas shall take place without the prior approval authorization and consent of the Aesthetics Review Board, both as to the designation and location of Restricted Common Areas and as to the Improvements to be constructed along, over or on the same. None of the foregoing shall be undertaken unless and until the plans and specifications showing the nature, shape, height, materials, exterior color scheme, and location of same shall have been submitted to and approved in writing by the Aesthetics Review Board. Prior to the commencement of any such process the Owner or his representative shall submit detailed plans and specifications to the Aesthetics Review Board concerning the work to be done or changes to be made including the location of the Residential Unit or Restricted Common Area where such changes are to be made and any other pertinent details. No change in the character or color of the exterior surfaces of any Residential Dwelling shall be made from the original materials and colors used without such change being first considered and approved by the Aesthetics Review Board.

Section 3. Purpose. The Aesthetics Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of Improvements, alterations or changes thereon in such a manner so as to preserve and enhance values and to maintain a natural vegetation and topography.

Section 4. Procedures. In the event the Aesthetics Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed denied. No appeal may be taken from a decision of the Aesthetics Review Board so long as a majority of its members have been appointed by the Declarant. At such time as the Aesthetics Review Board of the Association, the applicant may appeal an adverse Aesthetics Review Board decision of the Board of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the entire board.

ARTICLE VIII SERVICES TO BE PROVIDED

In addition to maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required of the Association under Article IV, the Association shall provide or arrange for providing the following services to each Residential Dwelling and the Residential Unit on which it is located which is subject to assessment hereunder in as nearly a uniform manner as may reasonably be possible, and each Owner shall be obligated to accept and participate in the Association's providing such services;

Section 1. Exterior Maintenance. The Association shall provide exterior maintenance for original landscaping and grass cutting and fertilizing. This shall include snow removal from driveways and sidewalks, as needed. There is no other outside maintenance on the Residential Units.

Section 2. Uniformity of Service. The Association shall arrange for and provide for a uniform method of snow removal and trash collection. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article IV and toward that end shall have authority to contract with one service on behalf of all Owners to provide such service to the Residential Dwellings within the Property.

ARTICLE IX USE RESTRICTIONS

Section 1. Use of Land. None of the Residential Units located on the property may be used or occupied for other than private single-family residential purposes. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the Property at any time as a residence, either temporarily or permanently. No part of the Property may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Section 2. Garages. Each Residential Dwelling shall have a private garage for at least two (2) cars. The driveway dedicated to and servicing each Residential Dwelling shall contain sufficient paved area for the off-street parking of at least two (2) cars. All garages facing any streets must be equipped with doors which shall be kept closed as much as practical to preserve the appearance of elevation of the Residential Dwelling fronting on the street.

Section 3. Roofing Material. All roofing shall be asphalt roofing limited to asphalt roofing with the appearance of wood hue, the exact color and texture of which shall be approved in writing by the Declarant.

Section 4. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted from any Residential Dwelling.

Section 5. Damaged Structures. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than five (5) months.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 7. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred, or kept in or at any Residential Dwelling except that dogs, cats or other household pets not kept bred or maintained for commercial purpose. In no event shall such animals be kept if they unreasonably disturb the Owner or residents of any other Residential Dwelling. All animals shall be confined to the Owner's Property and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family.

Section 8. Advertising Prohibited. No advertising signs (except one of not more than four (4) square feet "For Sale" sign per Residential Dwelling, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Property, nor shall any Residential Dwelling be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any other Residential Dwelling or any resident thereof, provided however, that the foregoing covenants shall not apply to the activities, signs and billboards of the Declarant, in the sale or promotion "For Sale" of Residential Dwellings or the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 9. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept within the confines of an Owner's Residential Unit or on and within the Restricted Common Areas associated with same, and to the extent located on Restricted Common Areas shall be screened by adequate planting or approved fencing so as to conceal them from view of neighboring Owners.

Section 10. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Residential Unit. Satellite dishes 18" or smaller, for the reception or transmission of television or radio signals through the airways, are permitted as long as they are placed in an inconspicuous place on the property. No satellite dishes will be permitted in the front of the property.

Section 11. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Residential Unit hereby restricted.

Section 12. Storage Tanks. No tank for storage of fuel may be maintained on any part of the Property or on Common Area or Restricted Common Area, above or below the surface of the ground.

Section 13. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over $\frac{3}{4}$ ton, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles not in daily use, shall be regularly parked in the open, on any Common Area or Restricted Common Area or on any driveway or at the curb and in any event not more than 12 hours at any one time. Recreational Motor Vehicles of any type or character are prohibited except:

- a. One (1) overnight parking of such vehicles for the purpose of loading or unloading; or
- b. Parking for purposes of maintenance of such vehicles for not more than one (1) week. Two (2) such one (1) week time periods are allowed annually but may not be consecutive and must be separated by a one (1) week interval.
- c. Boats, trailers and non-motor driven campers are prohibited unless stored within the residence.

Section 14. Trash. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any Tract, Residential Unit, Common Area or Restricted Common Area or other undeveloped property.

Section 15. Plantings. No shrubbery, trees, flowers or landscape plantings shall be planted by an Owner without first obtaining the express written consent of the Aesthetics Review Board, except that a three foot green area within the perimeter of the Residential Unit designated for Patio use and associated with a particular Residential Unit may be maintained and planted by the Owner without so obtaining approval of the Declarant.

Section 16. Fencing. No fencing shall be installed or maintained within the Property by any Owner, except the Aesthetics Review Board may grant permission to an Owner to screen and fence in the perimeter of the Residential Unit designated for Patio use and associated with a particular Residential Unit provided however the requirements of Article VII are fully complied with.

ARTICLE X MAINTENANCE RESPONSIBILITIES BY OWNERS

Section 1. Owner's Responsibilities. Each Owner shall be responsible for the maintenance of their property in a good state of condition and repair, except for those services to be provided by the Association as set forth herein. Should any Owner fail, refuse or neglect to comply with the foregoing, then the Association shall and hereby is given authority to undertake to replace such property in such condition of maintenance and repair at the expense of the Owner of such property and to collect such expenses as a Special Assessment against the Owner. The Association shall not undertake or perform such maintenance or repair without first having given written notice to the last known Owner of record of the said property of the specific circumstances located on such Owner's property which the Association deems to not be in a proper condition of maintenance and repair. Such notice shall also set forth the specific steps and actions which the Association deems necessary to be taken by the Owner in order to place such property in a proper condition of maintenance and repair. Such notice shall further give the Owner thirty (30) days to commence the required actions and to proceed promptly thereafter and in any event within ninety (90) days from such notice, to complete such maintenance and repair work.

Section 2. Association's Right to Maintain and Repair. Should the Owner fail to take such steps to maintain and repair his/hers/their property as set forth in the notice required by Section 1 of this Article, or to proceed promptly with the time aforesaid to complete such maintenance and repair, once action has been commenced, then the Association shall have the authority to take such steps and actions as may be reasonably required to maintain and repair the said property at the cost and expense of the Owner. Such maintenance and repair work as the Association shall undertake, shall be commenced and completed as promptly as possible by the Association which shall thereafter assess the cost of same as a Special Assessment against the Owner of the property, the Owner shall promptly and in any event within thirty (30) days after notice of the cost of such maintenance and repair, pay such maintenance and repair expenses in full. Should the Owner neglect, fail or refuse to pay the cost of same within thirty (30) days after notice and demand has been made upon the Owner, the obligation shall bear interest from the date of delinquency at the rate of 10% per annum. Such cost and obligation shall also constitute a lien against the Owner's property. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and late charges, interest, costs and reasonable attorney's fee of any such action shall be added to the amount of such obligation to the Owner. In all other respects, the Association shall have the right to enforce the aforesaid lien and obligation as though such obligation were an additional Special Assessment levied against the specific property in question. The other terms and provisions as that proved in Article VI of this Declaration.

ARTICLE XI AMENDMENT

Section 1. Amendments to Declaration. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a Majority of the Association Board Members prior to its adoption by the Association Members. Amendments may be adopted at a meeting of the Association members upon the approval thereof of two thirds (2/3) of all of the Association Members entitled to vote thereat, or within any meeting if all Association members have been duly notified and if two-thirds (2/3) of all the Association Members entitled to vote at such a meeting, if held, consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the President of the Association and shall be attested by the Secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording of the Amendment to Declaration in the Office of the Director of Records for Jackson County, Missouri at Independence.

Section 2. Effect of Amendment. It is specifically covenanted and agreed that any amendment to this Declaration properly adopted will be completely effective to amend any and all of the easements, covenants, conditions and restrictions contained herein

which may be affected and any or all clauses of this Declaration, unless otherwise specifically provided in the Section being amended or the amendment itself.

Section 3. Required Approvals. Notwithstanding the Provisions of the foregoing Sections of this Article XI:

- a. If this Declaration or any applicable provision of law requires the consent or agreement of additional parties, or a specified percentage thereof, for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all such parties, as required by this Declaration or by said law.
- b. Until all of the Residential Units in the Subdivision, as it exists from time to time, have been sold to third parties, this Declaration may not be amended by the Association members pursuant to this Article XI without the written consent of the Declarant, which may be withheld for any reason.

Section 4. Declarant's Right to Amend. Notwithstanding any other provision of this Article XI, until all of the Residential Units in the Subdivision, as it exists from time to time, have been sold to third parties, Declarant reserves the right to amend this Declaration without the approval of the Association Board, the Association Members or any Owner or other person; provided, however, that no such amendment shall have the effect of changing the Plat of any Owner's Residential unit without the consent of the Owner.

IN WITNESS WHEREOF, the said Declarant, having caused this instrument to be executed this _____ day of _____.

Landmark Builders of Blue Springs, INC.

BY: _____
President

ATTEST _____
Secretary

STATE OF MISSOURI) ss

COUNTY OF JACKSON

On this _____ day of _____, before me appeared _____ who, being by me duly sworn did say that he is the President of Landmark Builders of Blue Springs, Inc., a corporation of the State of Missouri, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

In testimony Whereof, I have hereunto set my hand and affixed by official seal at my office in _____ the day and year first above written.

Notary Public

My Commission Expires: