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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by FARM AND HOME SAVINGS ASSOCIATION, a Missouri Corporation, hereinafter referred to as "Declarant,"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the Cities of Lee's Summit and Kansas City, Jackson County, Missouri, which is more particularly described as: (99-7-48-3, 99-8-48-3, 99-18-48-3)

A tract of land lying in Sections 7, 8 and 18, Township 48, Range 31, Lee's Summit and Kansas City, Jackson County, Missouri, described as follows: Beginning at a point on the South line of the Northwest Quarter of said Section 7, 137.07 feet East of the Southwest corner of said Quarter Section, said point also lying on the East line of Lee's Summit Road as now established; thence South 87 degrees 59 minutes 25 seconds East, 400.00 feet; thence North 2 degrees 46 minutes 37 seconds West, 773.80 feet; thence South 87 degrees 37 minutes 53 seconds West, 378.64 feet to the East line of Lee's Summit Road; thence North 2 degrees 46 minutes 37 seconds West along said East line 479.58 feet; thence South 87 degrees 53 minutes 6 seconds East, 1220.64 feet; thence North 1 degree 37 minutes 39 seconds East, 1342.47 feet; thence South 87 degrees 44 minutes 26 seconds East, 319.37 feet to a point of curve, said curve having a radius of 960.0 feet; thence Easterly along said curve to the right 363.99 feet; thence North 48 degrees 46 minutes 10 seconds East, 140.96 feet; thence North 24 degrees 01 minutes 10 seconds East, 17.41 feet; thence South 87 degrees 44 minutes 26 seconds East, 490.19 feet to a point on a curve, said curve having a radius of 149.53 feet and an initial tangent bearing of South 77 degrees 23 minutes 43 seconds West; thence Southwesterly along said curve to the left 116.81 feet to a point of tangency; thence South 32 degrees 38 minutes 8 seconds West, 42.74 feet; thence South 64 degrees 06 minutes 03 seconds East, 388.38 feet; thence South 74 degrees 12 minutes East, 372.0 feet; thence South 79 degrees 08 minutes 32 seconds East, 205 feet; thence South 10 degrees 51 minutes 28 seconds West, 360 feet; thence South 35 degrees 51 minutes West, 344.5 feet; thence South 84 degrees East, 1554.06 feet; thence North 14 degrees 30 minutes East, 267.59 feet; thence South 79 degrees East, 108.0 feet; thence South 52 degrees 38 minutes 54 seconds East, 486.55 feet; thence South 1 degree 58 minutes 34 seconds West, 375.0 feet; thence South 70 degrees 28 minutes 27 seconds East, 47.33 feet to a point on a curve having a radius of 540.0 feet and an initial tangent bearing of South 19 degrees 31 minutes 33 seconds West; thence Southerly along said curve to the left 165.40 feet to the point of tangency; thence South 1 degree 58 minutes 34 seconds West, 444.07 feet; thence North 87 degrees 33 minutes 21 seconds West, 202.0 feet; thence North 1 degree 58 minutes 34 seconds East, 210.65 feet; thence North 87 degrees 33 minutes 21 seconds West 232.43 feet; thence South 2 degrees 02 minutes 34 seconds West, 315.85 feet; thence South 87 degrees 33 minutes 21 seconds East, 434.60 feet; thence South 1 degree 58 minutes 34 seconds West, 527.33 feet to a point of curve, said curve having a radius of 814.78 feet; thence Southerly along said curve to the left 509.35 feet; thence South 53 degrees 20 minutes 37 seconds West, 402.23 feet to a point of curve, said curve having a radius of 540.70 feet; thence Southwesterly along said curve to the left 479.61 feet to the point

of tangency; thence South 2 degrees 29 minutes 48 seconds West, 1010.98 feet to a point of curve, said curve having a radius of 546.63 feet; thence Southerly along said curve to the left 109.68 feet to the point of tangency; thence South 9 degrees East, 48.12 feet to a point of curve, said curve having a radius of 468.94 feet; thence Southerly along said curve to the right 91.85 feet to the point of tangency; thence South 2 degrees 13 minutes 19 seconds West, 10 feet; thence North 87 degrees 46 minutes 41 seconds West, 384.46 feet; thence North 2 degrees 22 minutes 52 seconds East, 627.99 feet; thence North 87 degrees 46 minutes 41 seconds West, 317.50 feet; thence South 2 degrees 22 minutes 52 seconds West, 627.99 feet; thence South 3 degrees 27 minutes 6 seconds East, 39.85 feet; thence South 7 degrees 12 minutes 19 seconds West, 399.25 feet; thence South 1 degree 06 minutes 41 seconds East, 176.58 feet; thence South 12 degrees 07 minutes 41 seconds East, 181.47 feet; thence South 38 degrees 39 minutes 41 seconds East, 284.14 feet; thence South 67 degrees 29 minutes 41 seconds East, 48.0 feet; thence South 2 degrees 02 minutes 19 seconds West, 371.92 feet; thence South 87 degrees 57 minutes 11 seconds East, 749.54 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 18; thence South 2 degrees 03 minutes 17 seconds West along the East line of said Quarter-Quarter Section, 1328.88 feet to the Southeast corner of said Quarter-Quarter Section; thence North 88 degrees 05 minutes 31 seconds West along the South line of said Quarter-Quarter Section, 1319.13 feet to the Southwest corner thereof; thence North 87 degrees 40 minutes 46 seconds West along the South line of the Southwest Quarter of the Northeast Quarter of said Section 18, 1319.63 feet to the center of Section 18; thence North 88 degrees 01 minutes 38 seconds West along the South line of the Northwest Quarter of said Section 18, 1267.89 feet to the Southwest corner of the Southeast Quarter of said Northwest Quarter; thence North 1 degree 55 minutes 36 seconds East along the West line of the East Half of the Northwest Quarter of said Section 18, 2670.06 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 18; thence South 87 degrees 46 minutes 23 seconds East along the South line of said Section 7, 0.30 feet to the Southwest corner of platted Lake Lee's Summit, Lots 1 through 80; thence North 2 degrees 13 minutes 37 seconds East, 81.50 feet to a point of curve, said curve having a radius of 773.18 feet; thence Northerly along said curve to the left 331.74 feet to the point of tangency; thence North 22 degrees 21 minutes 23 seconds West, 310.0 feet to a point of curve, said curve having a radius of 1258.90 feet; thence Northerly along said curve to the right 505.31 feet to the point of tangency; thence North 0 degrees 38 minutes 30 seconds East, 687.67 feet; thence North 89 degrees 21 minutes 30 seconds West, 440 feet; thence South 50 degrees 30 minutes West 100.0 feet; thence due West to the East line of Lee's Summit Road as now established; thence Northerly along said East line to the point of beginning. Except the South 413 feet of the West 158.75 feet of the Southeast Quarter of the Southeast Quarter of aforesaid Section 7.

Excepting, however, the following lots in Lake Lee's Summit, a subdivision in Lee's Summit, Jackson County, Missouri: Lots Nos. 2, 6, 7, 9, 19, 20, 30, 31, 35, 41, 47, 48, 49, 64, 69, 81, 82, 83, 84, 85, 86, 101, 102, 104, 111, 112, 113, 117, 118, 132, 137, 139, 147, 155, 157, 158, 160, 164, 166, 168, 169, 170, 171, 173, 176, 180, 182, 192, 193, 198, 201, 202, 204, 208, 214, 216, 228, 230, 232, 235, 240, 241, 245, 246, 250, 251, 254, 255, 256, 257, 263, 265, 269, 273, 275, 279, 280, 283, 284, 285, 286, 290.

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed in the aforesaid area and for the maintenance of the Properties and improvements thereon, and to this end

desires to subject the real property heretofore described, together with such additions as may hereafter be made thereto, 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;

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values, and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated under the laws of the State of Missouri the Lakewood Property Owners Association, Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property heretofore described, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Lakewood Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" 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.

Section 3. "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the Properties, excepting the Common Area, Developer Owned Acreage, and land devoted to use by multi-family residential, commercial or industrial units.

Section 5. "Developer Owned Acreage" shall mean land lying within the heretofore described Properties which is owned by either or both (or any) of the Developers which has not been subdivided into Lots or developed into multi-family residential, commercial or industrial units.

Section 6. "Multi-Family Residential Units" shall mean occupied living units situated in a duplex, apartment, townhouse or other structure which affords residential living space for more than one family on land located within the Properties, whether such units are owned or leased by the occupant. For purposes of this instrument multi-family residential floor space which is constructed for sale by individual unit, either by conveyance of fee simple title or pursuant to the Condominium Property Act, Chapter 448, Revised Statutes of Missouri, shall be considered occupied when it is conveyed by the builder to the first owner who takes title. The actual occupancy of such units shall not be material. Multi-family units which are constructed for rental and to which title to one or more buildings is retained by a single landlord, shall be considered occupied only when a valid lease to such premises is in effect.

Section 7. "Commercial Units" shall mean occupied premises upon which commercial business operations are conducted, without regard for whether such unit is owned or leased by the occupant, on land located within the Properties. For purposes of this instrument commercial buildings shall be considered occupied only when business activity is actually being conducted on the premises or a valid lease to such premises is in effect between the owner and some other individual or entity.

Section 8. "Industrial Unit" shall mean the premises on land located within the Properties upon which industrial business operations are conducted, without regard for whether such unit is owned or leased by the occupant. For purposes of this instrument industrial buildings shall be considered occupied only when business activity is actually being conducted on the premises or a valid lease to such premises is in effect between the owner and some other individual or entity.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot

or other land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Declarant" shall mean and refer to Farm and Home Savings Association, a Missouri corporation, its successors and assigns.

Section 12. "Developers" shall refer to Astro Building Corporation, a Missouri Corporation, and Farm and Home Savings Association, a Missouri Corporation, and their successors and assigns.

Section 13. "Occupant" shall mean and refer to the occupant of a dwelling situated on a lot or of a multi-family residential, commercial or industrial unit who shall be either the Owner or a lessee pursuant to a written lease having an initial term of at least twelve (12) months.

Section 14. "Parcel" shall mean and refer to all platted portions of the Properties consisting of one or more Lots or multi-family residential, commercial or industrial units which are subject to the same Supplementary Declaration.

Section 15. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant or Developers which contains such complementary provisions in relation to a Parcel as are authorized herein and required for the general welfare of owners and occupants of Lots or units within the Parcel.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property to be made subject to these restrictions shall require the assent of two-thirds (2/3) of Class A, B and D votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 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 per cent (60%) of the votes of each aforesaid class of 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 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 2. The foregoing notwithstanding, if within 10 years of the date of incorporation of the Association the Developers should develop additional lands within the immediate vicinity of, and contiguous to, or immediately adjacent to a public road or area which is contiguous to, the heretofore described land subject to this declaration, such additional lands may be annexed to said Properties by the unanimous vote of Class D members without the assent of any member other than the Developers.

ARTICLE III

MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot or of land where multi-family residential, commercial or industrial units are located, or of Developer Owned Acreage, which is subject by covenants of record to assessment by the Association, including contract sellers and every person who is an occupant, as heretofore defined, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner or occupant shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association or occupancy of a single family dwelling, multi-family residential, commercial or industrial unit.

ARTICLE IV

VOTING RIGHTS

The Association shall have four (4) classes of voting membership:

Class A. Class A members shall be all owners of single-family residential lots, with the exception of the Developers. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. 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 ownership of any Lot, except as hereinafter provided for Class D voting rights.

Class B. Class B members shall be all persons or entities owning land upon which multi-family residential units, commercial units, or industrial units have been developed. Class B members shall be entitled to one vote for each multi-family residential unit and one vote for each 5000 square feet or major fraction thereof of developed floor space in commercial or industrial units located upon land in which they hold the interest required for membership in Article III.

Class C. Class C members shall be all occupants, either owners or lessees as defined in Section 13, Article I, of single family dwelling, multi-family residential, commercial and industrial units and shall have one vote for the Living Unit they occupy; Occupants of commercial or industrial units shall have one vote for each five thousand (5,000) square feet or major fraction thereof which they occupy. When more than one person shall occupy a single family dwelling or multi-family residential, commercial or industrial unit, all such persons shall be members. The vote for such dwelling on a Lot or unit within the Properties shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such dwelling or multi-family residential unit, nor shall more than one vote be cast for each five thousand (5,000) square feet or major fraction thereof of occupied floor space in an industrial or commercial unit.

Class D. The Class D members shall be the Developers. Class D members shall be entitled to three (3) votes for each lot in which either (or any) of them holds the interest required for membership by Article III. Class D members shall be entitled to three (3) votes for each 5000 square feet, or major fraction thereof, of developed multi-family residential, commercial or industrial floor space comprising units upon land in which either (or any) of the Developers holds the interest required for membership by Article III. Class D members shall be entitled to five (5) votes for each acre or major fraction thereof of Developer Owned Acreage in which they hold an interest required for membership by Article III. The two existing Developers shall jointly exercise the voting rights relating to any and all qualifying property owned by either or both of them as they among themselves shall determine, but in no event shall more than the heretofore described number of votes be cast in relation to the Lots and other

land owned by the Developers. Class D membership may be converted to Class A or B, as appropriate, in relation to any parcel or parcels of property at any time, at the option of the Developers, by delivery of written notice to the President of the Association, and shall in any event cease to exist, and all lots and other land owned by the Developers shall become the subject of Class A or B membership, as appropriate, on January 1, 1984.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or other tract of land, excepting unimproved acreage not owned by the Developers, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot, unit, or land remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area 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 all eligible votes in Classes A, B and D under the provisions of Article IV

has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance;

(f) The right of the Association to make reasonable rules and regulations and impose reasonable restrictions upon such use and enjoyment for the benefit of all members, their guests and assigns.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to easements and rights created by this or similar instruments, upon demand by the Board of Directors of the Association, or at such time as the Declarant may wish to make, and the Board of Directors wishes to accept, such a conveyance.

Section 4. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; 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 the Lot or other land of said Owner.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and all other land owned within the Properties, hereby covenants, and each Owner of any Lot or other land upon which multi-family residential units, industrial units or commercial units have been or will be developed, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is 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, and (3) annual or special parcel assessments or charges which shall be established and collected as provided herein and in Supplementary Declarations recorded pursuant hereto. The annual, special and parcel 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, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) Annual Assessments. The annual 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 improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and Occupants.

(b) Special Assessments. Special assessments may be imposed by the Board of Directors upon any Lot or other land upon which multi-family residential, commercial or industrial units are located, for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to

enter upon any Lot at reasonable hours on any day except Sunday.

(c) In addition to the foregoing, the Association may levy in any assessment year uniform special assessment against Lots, units and acreage, by category, applicable to that year and not more than the next two succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Class D members and be approved by two-thirds (2/3) vote of Class A and B members present and voting in person or by proxy at a regular or special membership meeting.

Section 3. Parcel Assessments.

(a) Purpose of Assessment. Annual Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the given Parcel.

(b) Method of Assessment. The annual assessment for each Parcel shall be levied by the Association against Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and collected and disbursed by the Association. The Board of Directors, in accordance with each Supplemental Declaration, shall fix the annual Parcel assessment for each Parcel and date(s) such assessments become due.

(c) Special Parcel Assessment for Capital Improvement. In addition to the annual Parcel assessments authorized above, the Association may levy in any assessment year a special assessment against the Lots of a Parcel for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Class A and B votes relating to lots or units in the Parcel cast in person or by proxy at a meeting of Class A and B members owning lots or units within the Parcel.

Section 4. The maximum annual assessment, as determined by the Board of Directors of the Association shall be Two Hundred Dollars (\$200.00) for each Lot, One Hundred Sixty Dollars (\$160.00) for each multi-family residential unit, One Hundred Dollars (\$100.00) plus Two Dollars

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(\$2.00) per square foot for square footage in excess of 5000 square feet for each commercial unit and industrial unit, and Twenty-Five Dollars (\$25.00) per acre (and major fraction thereof) for each acre of undeveloped and unplatted land not owned by the Developers; provided, however, that assessments for all Lots, units and land owned by Class D members, as defined by Article IV, shall be assessed as a single sum separately from other Lots, units and land which shall equal the annual assessment rate for each residential lot, multiplied by three hundred (300), reduced by one-half (1/2) of the total amount of assessments paid and accrued from non-Developer owned Lots, units and land during the last preceding calendar year.

(a) From and after January 1, 1974, the maximum annual assessment in each of the heretofore enumerated categories may be increased effective January 1 of each year without a vote of the membership in an amount equal to 150% of the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1, 1974, the maximum annual assessment for any or all categories may be increased without regard to the Consumer Price Index formula by a vote of the members for the next succeeding year, and at the end of each such period of one year, for each succeeding year, provided that any such change shall have the assent of a majority of the votes of Class A, B and D members and the approval of all Class D 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 not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum, provided, however, the actual assessments for each of the heretofore identified categories must bear the same ratio to the assessments imposed in other categories as the maximum annual assessment for each such category bears to the maximum annual assessments for other categories.

Section 5. Uniform Rate of Assessment. Annual, special and Parcel assessments must be fixed at a uniform rate within all categories of Lots, units and land, and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 2(c) and 4(b) hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of Class A, B and D 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 in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, units and other land heretofore enumerated on the first day of the month following the conveyance of such Lots, the occupancy of multi-family residential, commercial and industrial units, and the conveyance of undeveloped and unplatted acreage not owned by the Developers. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, unit or parcel of land at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and 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 interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or other property.

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. Sale or transfer of any Lot or land shall not affect the assessment lien. However, the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri. However, no land or improvements devoted in whole or part to dwelling, multi-family residences or commercial or industrial use shall be exempt from said assessments.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Class D members. At such time as the Class D membership shall cease to exist, the Board shall be appointed by the Board of Directors.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance

values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the 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 granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

Section 5. Exceptions to Use Restrictions. The Board shall have the power to make variations, alterations and changes in the restrictions set forth in Article VIII of this Declaration and similar Articles in Supplementary Declarations, where the Board is specifically given such power in such Supplementary Declarations, as to any one or more of the Lots, provided the same is accomplished for the mutual benefit of the applicant Owner and the Owners of surrounding Lots. Any decision of the Architectural Review Board in relation to any exception authorized by this Section may be appealed to the Board of Directors of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

ARTICLE VIII

GENERAL USE RESTRICTIONS

All of the existing Property and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions:

Section 1. No Lot or parcel of land may be improved, used or occupied for purposes other than as provided by applicable zoning laws

and restrictions filed of record in relation thereto.

Section 2. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, nor until the landscaping as approved by the Architectural Review Board shall have been completed or other arrangements for completion shall have been approved by the Architectural Review Board.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Developers as shown on the recorded plats of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and parcel of land and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer, Architectural Review Board or other governmental or community authority.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, or on any other property as a multi-family residential, commercial, or industrial unit.

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Section 6. Livestock. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose in other than designated commercial areas.

Section 7. Garbage and Refuse. No Lot or other parcel of land shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition and housed and screened as specified by the Architectural Review Board.

Section 8. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter lots and other tracts of land.

Section 9. New Construction. All residences and other buildings permitted hereby on residential lots shall be initially new construction. No building shall be moved onto any of such lots.

Section 10. Signs. No signs advertising the sale or rental of any lot or other land, whether or not improved, located with the Properties shall be erected except those which shall be furnished or approved by the Developers of not more than five (5) square feet in area advertising unimproved lots for sale by the owner, or buildings for sale or rental by the owner or builder of single family residential homes or the owner of multi-family residential, commercial or industrial units. No other signs of any type whatsoever may be placed or erected on residential property. Signs appropriate to the use thereof, anything to the contrary herein notwithstanding, may be placed or erected on industrial or commercial units following occupancy and approval of such signs by the Architectural Review Board.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

hereafter

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, unit or parcel of land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety per cent (90%) of the Class A, B and D votes, and thereafter by an instrument signed by members entitled to cast not less than seventy-five per cent (75%) of the Class A, B and D votes. Any amendment must be properly recorded.

Section 4. Limitations. As long as there is a Class D membership, the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of August, 1973.

FARM AND HOME SAVINGS ASSOCIATION

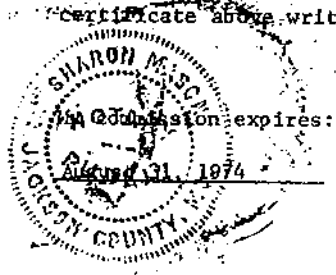
By Neil Olson
Vice President

Becky L. Crisp
Asst. Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 28th day of August, 1973, before me,
the undersigned, a Notary Public in and for the said County and State,
personally appeared Neil Gibson and
Kerry L. Crisp, known to me to be the same
persons whose names are subscribed to the foregoing instrument, and
personally known to me to be the Vice President and
Assistant Secretary, respectively, of Farm and Home
Savings Association, and acknowledged that they executed the said instru-
ment as their free and voluntary act as such officers, and as the free
and voluntary act of the said corporation, for the uses and purposes
therein set forth.

WITNESS my hand and notarial seal the day and year in this
certificate above written.



Sharon Mason
Notary Public
Sharon Mason

I 473P 288

I 162473

Lee

STATE OF MISSOURI)
JACKSON COUNTY) SS
RECEIVED FOR RECORD

1973 AUG 29 AM 7 52.5

BILL W. AUSTIN
RECORDER OF DEEDS
BY D.R.

I 473P 269

*Carroll, Clayton
Stewart King
501 W. Lexington
Independence, Mo. 64650*

E. R. ...

1900



STATE OF MISSOURI }
COUNTY OF JACKSON } SS.

IN RECORDER'S OFFICE

I, BILL W. AUSTIN, Recorder of Deeds within and for the County aforesaid, do hereby certify that the foregoing instrument of writing was on the 29 day of Aug A. D. 1973, at 7 o'clock 52.5 minutes PM, duly filed for record in this office, and with the certificate of acknowledgement thereon endorsed, is recorded in the records of this office, in Book I 473 at page 269.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said office, at Independence, Missouri the day and year aforesaid.
BILL W. AUSTIN, Recorder By *E. R. ...* Deputy