

FIRST DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF STERLING HILLS, 1ST PLAT

WHEREAS, a plat of land know as **STERLING HILLS, 1ST PLAT** has been filed with the Register of Deeds of Jackson County, Missouri, at page ____ of Plat Book (*Document No. I-1188888*) ; and

WHEREAS, said plat creates said **STERLING HILLS, 1ST PLAT**, composed of the all lots and tracts described on “Exhibit A” attached hereto. Declarant is now developing the property described on “Exhibit A” as a prestigious and outstanding controlled-access residential area with features possessing more than ordinary value; and

WHEREAS, said plat dedicates to the public all of the streets and roads shown on said plat for the use by the public; and

WHEREAS, Summit Builders, Inc., a Missouri corporation (“Developer and Declarant”) is the owner of all of the lots so shown on the aforesaid plat and now desires to place certain restrictions on all of said lots, all of which restrictions shall be for the use and benefit of Developer and for its future grantees and assigns.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in “Exhibit A” and any real property which may be added or annexed later shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions herein which are for the purpose of protecting the value and desirability of , and which shall run with the real property and be binding on all parties having any right, title or interest in the descried properties or any part thereof, their heirs, grantees, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITION OF TERMS USED:

- a. For the purpose of these restrictions, the word “Developer of Declarant” shall mean Summit Builders, Inc., a Missouri corporation.
- b. The word “street” shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of Sterling Hills, First Plat.
- c. The word “outbuilding” shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.
- d. The word “lot” may mean either any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more lots, or part or parts of one of more lots, as platted, and upon which one (1) single family residence may be erected thereon in accordance with this Declaration herein, or as set forth in the individual deeds from the Declarant, or from its successors and assigns.
- e. The word “tract” shall mean any area identified by a latter of the English Alphabet or as otherwise identified and shown on said plat.
- f. The term “district” as used in this agreement shall mean all of the lots shown on said plat of Sterling Hills, 1st Plat (hereinafter “Sterling Hills”). If or when other land shall, in the manner hereinafter provided for, be added to that described above, then the term “district” shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any further modifications thereof. The Developer/Declarant may add additional land to the district to be subject to these Declaration of Covenants, Conditions and Restrictions of Sterling Hills, 1st Plat.
- g. The term “improved property” as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.
- h. The term “public places” as used herein shall be deemed to mean all streets.
- i. The term “owners” as herein used shall mean those persons or entities owning land from time to time within the District.
- j. The term “dog run” as herein used shall mean a pen made of chain link fence walls, and a concrete slab floor, that is not more than 75 square feet in size.
- k. The term “main floor area” and “ground floor area” and “total finished floor area” as herein used shall mean floor area excluding any finished basements or finished recreation rooms on garage or basement levels.

2. PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons, corporations, and all other entities who or which may own or shall hereafter acquire any interest in the described lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2013, provided, however that each of said restrictions shall be renewable in the manner hereinafter set forth.

These covenants are to run with the land and shall be binding on all owners within this subdivision and their heirs and assigns and all persons claiming under them until the December 31, 2013, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owner of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change or alter any of all of the said restrictions at the end of any such twenty (2) year period at least two (2) years prior to said expiration. The owners of the majority of the lots desiring to change, release or alter these Declarations herein must execute and acknowledge in an appropriate instrument of agreement in writing for such purpose and filing the same for record in the office of the Jackson County, Missouri recorder of deeds.

3. RESTRICTIONS:

The following restrictions or protective covenants shall be kept by all persons and other entities owning, occupying or using said land and may be enforced by injunction, mandatory or otherwise. If the party herewith, or any of its assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other persons or persons owning any real estate in Sterling Hills to persecute any proceedings or law or equity against the person or persons violations or attempting to violate any such covenants and either prevent him from so doing or to recover damages or other dues for such violation. The restrictions are:

- a. No lot in Sterling Hills shall be used except for residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two (2) stories in height and an attached private garage for not less than two cars. No lot shall be in any way subdivided.
- b. No building or addition to any building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Developer as to quality of workmanship and materials, harmony of the external design with existing structures and landscape, and as to location with respect to topography and finished grade elevation. No fences shall be erected, placed, or altered without the prior approval of the Developer. No structure shall be moved onto said property or shall be erected without the prior approval of the Developer.
- c. Exterior Maintenance: Each owner shall be responsible for the exterior maintenance including paint of his residence and of plantings and the like belonging to him, and not part of the Common Properties. In the event that a need for necessary and obvious maintenance, mowing, watering or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invitees, and the owner fails and refuses to correct such need after fifteen (15) days written notice, the cost of such additional maintenance, utilities or materials shall become an assessment, unless paid by or on behalf of said Owner with thirty (30) days after written demand from Developer therefore, and it shall be enforceable and secured by a lien on the property. In the event an owner of any lot in the properties shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to the Developer, the Developer shall have the right, through its agents and employees, to enter upon said lot and to paint, repair, maintain, and restore the lot and the exterior of the residence and any other improvements erected thereon. The cost of such exterior maintenance, work and materials, shall become a lien upon the lot. In the event the Developer seeks to enforce said lien on the lot in court the Developer shall be entitled to recover the amount of money owed and for reasonable attorney fees and court costs together with interest.
- d. No building shall be located nearer to the existing street lot line as shown in the recorded plat of Sterling Hills, than the minimum building setback lines shown on the recorded plat.
- e. No building shall be located nearer to any interior lot line than the distance that is equal to Ten Percent (10%) of the width of the lot.

- f. For the purposes of this covenant, caves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- g. No fencing shall be permitted upon any of the lots unless such fencing shall be wooden and built with methods and materials which harmonize with the external design of buildings in Sterling Hills.
- h. All constructed houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the Developer soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.
- i. All lots to be used for one family residence only. The lots, may be improved, used or occupied for private residence, and not flat, duplex or apartment house though intended for residential purposes, may be erected thereon.
- j. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- k. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.
- l. No dwelling or residence shall be occupied until fully completed, except for exterior painting and minor trim details, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months. New construction must commence within three (3) months after said damage. Plans and specifications must first be approved by the Developer.
- m. 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, and further provided that not more than three (3) dogs or three (3) other household pets shall be kept on any residence lot.
- n. No school buses, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No cars, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition or whose presence might make an unsightly appearance or create a nuisance or be a hazard of life or health shall be allowed to be parked or left on any lot or at the curb for more than twenty-four (24) hours. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot in Sterling Hills.
- o. All doors on garages located on the lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal therefrom of motor vehicles.
- p. No exterior clothesline or poles may be erected or maintained on any of the lots hereby restricted.
- q. No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.
- r. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited.
- s. No radio or television aerial wire, antenna, or antenna tower shall be maintained outside of any structure. No satellite dishes shall be allowed, except when prior written approval has been received from the Developer.
- t. No tanks for the storage of oil or other flues may be maintained on any portion of the premises above or below the surface of the ground, except when deemed necessary by the owner, subject to the exclusive approval of the Developer which shall be a prerequisite to the permissible construction of said tanks.
- u. No trash, ashes, or other refuse shall be thrown or dumped upon any undeveloped portion of said land.

- v. Lawns shall be kept in good condition as soil, climate, and other natural conditions permit, and grass shall not be permitted to create an unsightly appearance. A street tree, of approved variety, shall be planted for every 70 feet of street frontage or portion thereof for each lot built upon. Said trees need not be evenly spaced but shall be planted five (5) feet from the right-of-way line. Street trees shall be provided by the builder prior to occupancy.
- w. Subject to the prior written approval of the Developer, and other restrictions herein set forth, all property owners may construct, for their personal use, on e in-ground swimming pool; said owners of property subject hereto shall further be allowed to construct a properly designed tennis court, however, no lighting shall be permitted on said tennis court of evening use.
- x. All portions of foundations exposed and protruding more than twelve (12) inches from the ground shall be painted the same color as the structure.
- y. No outbuildings of any kind shall be permitted any where in Sterling Hills.
- z. A single “dog run” may be constructed, only with approval on a case by case situation by the Developer, and only on lots not in the transition zone. Absolutely no dog runs in the row of lots in the transition zone that back against 3rd Street or Pryor Road.

4. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. 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 channel 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 all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

5. HOME SIZE REQUIREMENTS:

- a. All homes built in the **transition zone** (as indicated on the plat) shall have larger minimum square footage requirements than the remainder of Sterling Hills. Single story and split level homes in this zone shall have a total finished main floor area of not less than 1,400 square feet; one and one-half and two story homes in this zone shall have a finished ground floor area of not less than 1,000 square feet and a total finished floor area of not less than 1,400 square feet. The remainder of Sterling Hills shall be: Single story and split level not less than 1,100 square feet; one and one-half and two story not less than 900/1,200 square feet.
- b. All homes built in the transition zone shall be limited to consecutive repetition of style: No more than four (4) raised ranches in a row, no more than five (5) true ranches in a row, no more than five (5) split entry's in a row, no more than six (6) split levels in a row. To further achieve architectural variety and diversity, front elevations in transition zone must be approved by the Developer.

6. ROOF MATERIALS AND PAINT COLORS:

All residences shall have composition shingles colored “Weather Gray”. No residence shall be painted, or allowed to be maintained, a color or colors, that does not harmonize with the surrounding residences in Sterling Hills. It is agreed that if the owner of any residence fails or refuses to comply with this provision, then the Developer shall have the authorization to have the residence painted in a harmonizing color or colors, and the cost thereof to be taxed as a lien against the property. In the event the Developer seeks to enforce said lien on the lot in court, the Developer shall be entitled to recover the amount of money owed and for reasonable attorney fees and court costs together with interest.

7. CARE OF VACANT LOTS:

It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Developer shall have the authorization to do so and the cost thereof to be taxed as a lien against the property. In the event the Developer seeks to enforce said lien on the lot in court the Developer shall be entitled to recover the amount of money owed and for reasonable attorney fees and court costs together with interest.

8. OTHER INFORMATION:

Invalidation of any one of these covenants, restrictions, or conditions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

It is the intent of the Developer/Declarant to cause to be Incorporated under the laws of the State of Missouri a non-profit Corporation, namely, Sterling Hills Homeowners Association, on or before July 1, 1997.

The Declarant, by appropriate instrument, may assign or convey to any person, persons, firms, organizations or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it and , upon such assignment or conveyance being made its grantees or assigns may, at their option, exercise, transfer or assign such rights, reservations, easement and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by it or them in this instrument.

In the event any Owner sells of otherwise transfers any lot, and deed purporting to effect such transfer shall and must contain a provision incorporating by reference the covenants, conditions restrictions set forth in all Declarations affecting the lot sold; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, condition and restrictions set forth in the Declaration or against such sold or otherwise transferred lot.

IN WITNESS WHEREOF, this instrument has been executed this 26th day of May, 1993.

Summit Builders , Inc. a
Missouri Corporation

By: Troy Bellah
Title: President

STATE OF MISSOURI)
) SS.
JACKSON COUNTY)

BE IT REMEMBERED, that on this 26th day of May, 1993, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Troy A. Bellah, President of Summit Builders, Inc., a Missouri Corporation, who is personally known to me to be the same person who executed, as such President, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Dennis F. Chase
Notary Public

“EXHIBIT A”

LEGAL DESCRIPTION

The legal description for the real property described in this **FIRST DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STERLING HILLS, 1ST PLAT** is as follows:

Lots 1 thru 73 and Tracts A, B, & C, Sterling Hills 1ST PLAT, a subdivision in Lee’s Summit, Jackson County, Missouri.

SECOND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
HOMEOWNER'S ASSOCIATION OF STERLING HILLS, 1ST PLAT

PREAMBLE

THIS DECLARATION, made on the date hereinafter set forth by SUMMIT BUILDERS, INC., a Missouri Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Lee's Summit, County of Jackson, State of Missouri, which is more particularly described on "Exhibit A," attached hereto and hereby made an integral part hereof; and

WHEREAS, Declarant has filed a Declaration of Covenants, Conditions and Restrictions of STERLING HILLS, 1ST PLAT, in the office of the Recorder of Deeds, Jackson County, Missouri, on the 28th day of May, 1993, and this Second Declaration document is subject to its covenants, conditions and restrictions; and

WHEREAS, Declarant is now developing the Property described on "Exhibit A" as a prestigious and outstanding controlled-access residential area with features possessing more than ordinary value; and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities in said community to create an agency to which would be delegated and assigned the powers of maintaining and administering the properties of the community and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there will be caused to be incorporated under the laws of the State of Missouri, a non-profit corporation, namely, STERLING HILLS HOMEOWNERS ASSOCIATION, on or before July 1, 1997.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" and any real property which may be added or annexed later shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions herein which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, grantees, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Homeowner's Association" of "Association" shall mean and refer to STERLING HILLS HOMEOWNERS ASSOCIATION, a Missouri Not-for-Profit Corporation, its successors and assigns which will be incorporated on or before July 1, 1997.

Section 2. "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 Tract which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Lot" may mean either any Lot as platted, or any tract of tracts of land as conveyed, which may consist of one or more Lots, or part or parts of one or more Lots, as platted, and upon which one (1) single family residence may be erected thereon in accordance with this Declaration herein, or as set forth in the individual deeds from the Declarant, or from its successors and assigns.

Section 4. "Properties" or "District" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought with the jurisdiction of the Association as are subject to this Declaration or any Supplemental Declaration or document prepared pursuant to this Declaration.

Section 5. "Common Properties" shall mean and refer to those areas of land designated as Common Areas on any recorded subdivision plat or survey or resurvey of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association, or subject to the control thereof, together with any and all

improvements that are now or may hereafter be constructed thereon. In this Declaration Common Properties shall include, without limitation, the following:

- (a) All real estate owned in fee simple by the Association evidenced by Warranty Deed or Deeds from the Declarant to the Association, recorded in the office of the Recorder of Deeds of Jackson County, Missouri.
- (b) All community buildings and its yards, cabana, swimming pool, clubhouse, ponds, water courses, picnic and playground equipment, recreational facilities, structures, trees, landscaping, lighting and mechanical equipment, decorative equipment, entrance markers, islands, and other improvements located upon real estate owned by the Association, or with in the dedicated right-of-way of public streets abutting or extending through the Properties.
- (c) All paved private drives, private streets and visitor and private parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.
- (d) All installments of central services for the benefit of more than one Owner such as television antennae, trash receptacles, mail box stands, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities situated thereon.
- (e) All easements, rights and appurtenances belong thereto, necessary to the existence, maintenance and safety of the property owned by the Association and the improvements constructed thereon.
- (f) All personal property owned by the Association intended for use in connection with the maintenance and operation of ponds, swimming pool, water courses, recreational facilities of the Association.
- (g) All private open space reserved for private use of Owners and set aside for members of the Association in satisfaction of any Ordinance of the City of Lee's Summit, Missouri or any other County of City government requiring the same.
- (h) All storm water detention facilities and appurtenances within certain storm water detention easements delineated on the plat of STERLING HILLS, 1ST PLAT or any other real property which may be added or annexed later.

Section 6. "Dwelling Unit," "Residence," or "Building" shall mean and refer to a building thereof constructed for the occupancy of one family only.

Section 7. "Declarant" shall mean and refer to SUMMIT BUILDERS, INC., its successors and assigns.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in good standing, in the Association, as set forth in Article III hereof.

Section 9. "Existing Property" shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, as legally described above, or later added pursuant to Article II below. Any such real property added or annexed later shall be deemed "Existing Property."

Section 10. "Declaration" shall mean this Second Declaration as filed for record with the Recorder of Deeds for Jackson County, Missouri, and this Second Declaration may from time to time be amended according to its terms.

Section 11. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as such Articles of Incorporation may be from time to time amended.

Section 12. "By-Laws" shall mean the By-Laws of the Association as originally adopted and as from time to time be amended.

Section 13. "Annual Assessment" as used herein shall be deemed to mean the assessment against each Lot within the Property which is determined each year by the Directors of the Association.

Section 14. "Special Assessment" as used herein shall be deemed to mean an assessment against a particular Lot within the Property which is passed and/or approved by the Directors and arises out of the action or absence of action by and in respect to the Owner of that particular Lot.

Section 15. "Capital Assessment" as used herein shall mean any assessment as approved by the Association's Directors for an in respect to an improvement, amenity, renovation or repair having a reasonably expected useful life in excess of five (5) years.

Section 16. "Common Expenses" as used herein shall mean:

- (1) all expenses of administration (including but not limited to maintenance, operation, repair, replacement, cleaning, improvement or other expenses incurred in connection with the Common Properties within the Property and portions of the Lots owned or to be maintained by the Association, including assessments in connection with the easement appurtenant to the Lots and common properties);
- (2) expenses declared to be common expenses by provisions of this Declaration or the By-Laws, including taxes assessed against the Property or the Association and expenses for insurance;
- (3) any valid charge against the Property or the Association as a whole;
- (4) any reserves established by the Directors.

Section 17. "Directors" and "Officers" as used herein shall mean the Directors and Officers of the Association as duly elected or appointed according to the terms of the By-Laws and Articles of Incorporation and shall also mean their designees except where context prohibits.

Section 18. "Board" as sued herein shall be deemed to mean the Association's Board of Directors, and except where context prohibits shall also be deemed to mean the Board's designee.

Section 19. "Members qualified to cast a vote" or "total votes of the Membership" shall be deemed to mean that total of votes after multiplying Declarant's votes times its number of Lots as set out in Article III, Section 2. For purposes of determining the number of votes any Member may have, it shall be deemed that such Member has only one (1) vote for each Lot upon which a residence has been constructed.

Section 20. "Declarant" or "Developer" as used herein shall be deemed to mean SUMMIT BUILDERS, INC., its assigns, successors and designees.

Section 21. "District" as used in this agreement shall mean all of the lots shown on said plat of STERLING HILLS, 1ST PLAT (hereinafter "STERLING HILLS"). If or when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration and subsequent Declarations or agreements including any further modifications thereof. The Developer/Declarant may add additional land to the District to be subject to these Declarations of Covenants, Conditions and Restrictions of STERLING HILLS, 1ST PLAT.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ANNEXATION AND ADDITIONS THERETO

Section 1. *Existing Property:* The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lee's Summit, Jackson County, State of Missouri, and is more particularly described in "Exhibit A".

Section 2. *Additions to Existing Property:*

- (a) Until Declarant has transferred all of its rights to the Association by July 1, 2000, whichever occurs earlier, Declarant may add additional land and/or Common Properties to the District or to be subject to the Declarations of Covenants, Conditions and Restrictions. Such additions shall be subject to the following restrictions and provision:
 - a. All taxes and special assessments against such Annexed Land accruing in regard to periods prior to their addition to the District must be paid or provided for.
 - b. All Annexed Lands must be zoned for single family residential purposes.
 - c. All improvements upon and within the Annexed Land shall meet adjacency compatibility guidelines of the Developer and be complementary and consistent with the improvements theretofore planned or constructed within the District.

- d. Upon filing of a supplement or annexation document to this Declaration legally describing the Annexed Land with the Recorder of Deeds for Jackson County, Missouri, such Annexed Land shall for all intents and purposes become a part of the District and the provisions of this Declaration including the terms pertaining to assessments, jurisdiction, functions, duties and membership in the Association shall be automatically extended to the Annexed Land.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION WHEN IT IS INCORPORATED

Section 1. *Qualification for Membership.* Every Owner of a Lot which is subject to this Declaration shall be a member of the Association after it is incorporated. The foregoing is not intended to include persons or entities who hold an interest merely as securing for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to this Declaration. Ownership of such Lot shall be the sole qualification for membership.

Section 2. *Classes of Voting Membership.*

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on or before the 1st day of July, 2000.

Section 3. *Special Meetings and Annual Meetings of the Members, Quorum and Notice Requirements.*

- (a) Annual meetings of the Members of the Association shall be held at the office of the Association on the fourth Wednesday in the month beginning in July of 1997, or on the year of incorporation if it is sooner, and each year thereafter at 7:30 p.m. provided that, if such day shall fall on a national holiday, then the next weekday thereafter. Written notice of such meeting or statement of business to be transacted shall be required, and there shall be a quorum requirement in respect to an annual meeting as stated in the By-Laws.
- (b) Special meetings of the Members of the Association may be called by the President of the Association, the Association's Board of Directors or upon written request to the Association's Secretary by Members being entitled to cast one-fourth (1/4) of the membership's votes. Written or printed notice of a special meeting shall be delivered not less than fifteen (15) days nor more than sixty (60) days before the date of the meeting either by mail or personally. Such notice shall state the date and time of the meeting, its location and the business to be transacted.
- (c) Quorum requirements at any special meeting shall be prescribed in the Association's By-Laws.
- (d) At any meeting Members may vote either in person or by proxy provided that such proxy shall be filed with the Secretary of any meeting of the membership according to the procedures for proxies as set out in the By-Laws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. *Members' Easements of Enjoyment.* Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member in good standing shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot and Tract;

PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Declarant may at any time dedicate and/or convey the fee simple title to the Common Properties to the Association, subject to the terms and provisions of this Declaration, but no later than the 1st day of July, 1997.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Directors to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of Guest Members and Tenants).
- (b) The right of the Directors, as provided in the By-Laws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties except private open space deemed appropriate by the Directors for any period which any assessment against a Parcel or Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations.
- (c) The right of the Directors or the Declarant to dedicate or transfer for the common benefit of the Project any part of the Common Properties to any public agency, authority or utility for such purposes and upon such conditions as may be agreed on by the Directors or upon such conditions and for such purposes as may be deemed appropriate by the Declarant.

ARTICLE V

COVENANTS OF MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and/or Parcel owned within the Properties, hereby covenants, and each Owner of any Lot or Parcel by acceptance of a deed therefore, 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 after it is incorporated: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at that time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, recreation, and welfare of the residents in the Properties and in particular for the operation, improvement and maintenance of the Common Properties, and for professional and management services as authorized by the Board of Directors.

Section 3. Basis and Maximum of Annual Assessments. When the Association is incorporated, but not later than July 1, 1997, the maximum monthly assessment shall be Ten and 00/100 Dollars (\$10.00) per Lot.

- (a) After January 1, 1998, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. After January 1, 1999, the maximum annual assessment may be increased above 5 percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole, or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement to the Common Properties, including the necessary fixtures and personal property related thereto and including improvements and repairs necessary for storm detention facilities, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of 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 thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the

meeting. The Board of Directors shall have the authority, in the event of any emergency which requires immediate action to correct or repair it, to pay for such work and the cost thereof shall become a special assessment without the assent or the two-thirds (2/3) vote aforementioned.

Section 5. Uniform Rate Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Collection may be on a monthly, bimonthly, or quarterly basis.

Section 6. Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of such class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Directors Regarding Assessments and Due Dates. No Personal Liability and Exceptions.

- (a) The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the recording of a plat or survey identifying such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.
- (b) The Board of Directors shall fix the amount of the annual assessment against each Lot or Parcel at least thirty (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.
- (c) The omission of the Board of Directors, before the expiration of any annual assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Class A Member from the obligation to pay the annual assessment, or any installment thereof, for that or any subsequent annual assessment period, but the annual assessment fixed for the preceding period shall continue until a new annual assessment is fixed.
- (d) 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 or Parcel 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.
- (e) No member of the Board or any Committee of the Association, or any officer of the Association or Declarant, or the Manager, if any, shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural Control Committee, or any other Association Committee, or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent and become a lien upon the real property. If the assessment is not paid with thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one percent (1%) per month, applied to the full amount of the delinquency including prior interest, and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the said lien against the property/ and interest, costs and reasonable attorneys' fee for any such action shall be added to the amount of such assessment. A minimum fee of One Hundred Fifty and 00/100 Dollars (\$150.00) shall be levied by the Association if a lien is filed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot or Parcel. The Board of Directors may post, publish, and/or mail a list of delinquent members, setting forth name, address, and amount of delinquency; and shall not be required to provide any advance notice of such action.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Parcel pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Wholly and Partially 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; and
- (b) the Common Properties

Until such time as the residence is first occupied, each Lot and Parcel shall bear an assessment equal to thirty percent (30%) of the full assessment. However, no land or improvements once devoted to dwelling use shall be exempt from full assessment.

ARTICLE VI PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Powers of the Association. Every Owner shall have a right of easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to prescribe regulations governing their use, operation and maintenance, and to charge reasonable admission, if any, and other fees for the use of any recreational facility situated upon the Common Properties;
- (b) the right of the Association to suspend the voting rights and right to use of recreational facilities, if any, except use and enjoyment of private open space by an Owner for any period during which any assessment against his Lot or Parcel remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded;
- (d) the right of the Association to limit the number of guests of Members who would use the recreation facilities, if any;
- (e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or repairing the Common Properties and in aid thereof to mortgage said properties shall be subordinate to the rights of the Owners hereunder;
- (f) the right of the Association, acting by and through its Board of Directors on Common Properties, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, of any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or/or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Properties;
- (g) the rights of the Owners of the Dwelling Units to perpetual easements over and upon any of the Common Properties for such portions of their Dwelling Units that may overhang or otherwise encroach upon any of the Common Properties for support, for the purpose of necessary repairs and maintenance, for the maintenance of reasonable appurtenances to their Dwelling Units, and for reasonable pedestrian and temporary ingress and egress to and from any Dwelling Unit through and over the Common Properties.

Section 2. Delegation of Right of Use. Any owner may delegate his rights to the use and enjoyment of the Common Properties to the members of his family who reside with him and/or his guests, all subject to such reasonable rules and regulations which the Declarant or the Association may adopt and uniformly apply and enforce.

ARTICLE VII
ARCHITECTURAL CONTROL/ARCHITECTURAL REVIEW BOARD

Section 1. Architectural Review Board. Except for all original construction by the Declarant or his grantee, thereafter, no building, fence, wall, foundation or any structure, swimming pool or tennis court shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition, patio, deck, or color change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Review Board (hereafter called "Review Board") composed of either three (3) or five (5) representatives appointed by the Declarant or by the Board of Directors if Declarant delegates such power of appointment to it. If Declarant does not delegate such power to the Review Board, the Declarant shall have the full and absolute authority to do whatever the Review Board could do as set forth herein. In the event said Declarant or the review Board fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Limitations. Construction or alterations in accordance with plans and specifications approved by the Declarant or the Review Board, if it is delegated such power by the Declarant, pursuant to the provisions of this Article must be commenced within six (6) months following the date upon which the same are approved by the Board (whether by affirmative action or by forbearance from action, as in Section 1 provided), and must be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Declarant or the Review Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Declarant or the Review Board shall be conclusively deemed to have lapsed and compliance with the provisions of the Article shall again be required. In the event of fire, windstorm, or other damage or casualty, all damage shall be removed immediately and new construction must commence as soon as possible but not longer than three (3) months from the day of the occurrence. There shall be no deviation from the plans and specifications approved by the Declarant or the Review Board without the prior consent in writing of the Declarant or the Review Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the rights of the Declarant or the Review Board to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Declarant or the Review Board if it is so authorized by Developer in accordance with the provisions of this Article, the Review Board shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration, or other improvements referenced in such Certificate have been approved by the Developer or the Review Board and constructed or installed in full compliance with the provision of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 4. Rules and Regulations. The Review Board if it is granted authority by the Declarant, may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval, and may publish and/or record such statements of policy, standards, guidelines, and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control, adjacency compatibility and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations criteria of the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of law or of this Declaration. The decisions of the Review Board shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Review Board to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

ARTICLE VIII
EXTERIOR MAINTENANCE

Each owner shall be responsible for the exterior maintenance including paint on the residence and of plantings and the like belonging to the Owner, and not part of the Common Properties.

In the event that a need for necessary and obvious maintenance, mowing, watering or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invites, and the Owner fails and refuses to correct such need after fifteen (15) day's written notice, the cost of such additional maintenance, utilities or materials shall become an assessment, unless paid by or on behalf of said Owner within thirty (30) days after written demand from Developer therefore, and it shall be enforceable and secured by a lien on the property.

In the event an Owner of any Lot in the Properties shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to the Developer, the Developer shall have the right, through its agents and employees, to enter upon said Lot and to paint, repair, maintain, and restore the Lot and the exterior of the residence and any other improvements erected thereon. The cost of such exterior maintenance, work and materials, shall become a lien up on the lot.

ARTICLE IX **USE RESTRICTIONS**

Section 1. Enforcement – Right to Remove of Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this SECOND DECLARATION, or in the FIRST DECLARATION, as the case may be, or without the approval of the Developer or Review Board where expressly required herein, and, upon written notice from the Association, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or shorter period as may be required in any such notice) after notice of such violation is given in writing to the Owner of the Lot or mailed to the Owner upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Review Board) or Developer to enter upon such Lot and/or residence and to take such steps as may be necessary to remove or otherwise terminate and abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become dues and payable and a continuing lien upon such Lot and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot and residence at any reasonable time for the purpose of ascertaining whether any violation of the provision of this Article IX or any of the other provisions or requirements of this Declaration or FIRST DECLARATION exist on such Lot or residence; and neither the Developer, Association nor any such agents or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Developer, or the Association, and the Developer or the Association may avail itself of any other remedy, at law or in equity, as may be available from time to time.

Section 2. Rules for Use of Common Properties. There shall be no violation of any rules for the use of the Common Properties and all recreational and other common facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

ARTICLE X **EASEMENTS**

Section 1. Easement for Ingress and Egress. Declarant hereby dedicates and creates to itself, its successors and assigns, and hereby grants to the Owners and the Association, its successors and assigns, for the benefit of each Lot Owner, an easement for ingress and egress over and across all of the Common Properties and all recreational and other common facilities. All municipal departments of Lee's Summit, Missouri, the United States Postal Service,

and Public School districts and utility services, shall have the privilege of using the common areas for the routine or extraordinary discharge of their duties; either on their own initiative or at the request of a member.

Section 2. Association Easement. Declarant hereby establishes and reserves to itself, its successors and assigns, and hereby grants to the Association, its successors and assigns, an easement over, under and across the Common Properties subject to this Declaration for the benefit of each Owner, for the purpose of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration, or the Articles of Incorporation and ByLaws of the Association.

Section 3. Owner's Use of Easements. No planting or structure shall be erected or maintained on any part of any area indicated on the plat as "easement" which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Subject to the strict requirements herein, the Owners of Lots may erect and maintain a fence, wall or hedge along the property line within such easements, provided the fence, wall or hedge does not interfere with the storm drainage easement, if any, but subject at all times to the prior right to use such area for public or quasi-public purposes. The easement area of the Lot shall be maintained continuously by the Lot Owner, except for improvements publicly maintained.

Section 4. Vacation of Easements. The Declarant, its successors and assigns, shall have the right at any time to extinguish or vacate such easements as to all or any portion of said property, subject to any agreement regarding use of easements which may be in force at that time, and further subject to approval by the City of the appropriate utility.

ARTICLE XI **GENERAL PROVISIONS**

Section 1. Enforcement. The Association after it is incorporated 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 the Declaration or other Declaration. In the event of litigation, the losing party shall pay the winning party's reasonable legal fees, court costs and other reasonable expenses of litigation. Failure by the Association or by any Owner to enforce any covenants, or restrictions, or conditions herein contained, shall in **no event** be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. These covenants are to run with the land and shall be binding on all Owners within this subdivision and their heirs, successors, assigns and all persons claiming under them until December 31, 2013, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the Owners of the fee title to the majority of said Lots shall, by resolution at a special meeting called for that purpose upon mailed notices to all such Owners, release change or alter any of all of the said restrictions at the end of any such twenty (20) year period at least two (2) years prior to said expiration. The Owners of the majority of the Lots desiring to change, release or alter these Declarations herein must execute and acknowledge in an appropriate instrument of agreement in writing for such purpose and file the same for record in the office of the Jackson County, Missouri Recorder of Deeds.

Unless specifically prohibited herein, and except as to Supplemental Declaration and Annexation Declaration, this Declaration may be amended from time to time by an instrument of agreement signed by the Owners of the fee simple title to more than fifty percent (50%) of the said Lots and which is duly acknowledged and filed for record in the office of the Recorder of Deeds of Jackson County, Missouri.

Section 4. Declarant's Right to Assign. The Declarant, by appropriate instrument, may assign or convey to any person, persons, firms, organizations or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it and, upon such assignment or conveyance being made its grantees or assigns may, at their option, exercise, transfer or assign such rights, reservations, easement and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by it or them in this instrument.

Section 5. *Limitation of Liability.* The Developer and the Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the annual assessment funds or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and from recreational and other common facilities, or from any wire, pipe, drain, conduit or the like. The Developer and the Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored or left upon the Common Properties and all recreational and other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties and all recreational and other common facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive or any municipal or other government authority.

Section 6. *Incorporation by Reference on Resale.* In the event any Owner sells or otherwise transfers any Lot, and deed purporting to effect such transfer shall and must contain a provision incorporating by reference the covenants, conditions and restrictions set forth in all Declarations affecting the Lot sold; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration or against such sold or otherwise transferred Lot.

Section 7. *Articles of Incorporation and ByLaws.* Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and ByLaws, or either, as may be required or permitted by the applicable provisions of Missouri Law. In any event, if any provisions set forth in this Declaration applicable to notice, voting and quorum requirements are in conflict with any provision of Missouri law applicable to non-profit corporations on the date of this Declaration, or at any time after said date, the applicable provisions of Missouri law shall control.

Section 8. *Personal Liability.* No member of the Board or Architectural Control Committee or any Committee of the Association, or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Review Boards, or any other Committee, or any officer of the Association of the Declarant, provided that such person has, upon the basis of such information, as then may be possessed by him, acted in good faith without willful or intentional misconduct. Liability insurance in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for one occurrence, or One Million and 00/100 Dollars (\$1,000,000.00) for more than one occurrence, commonly referred to as Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and One Million and 00/100 Dollars (\$1,000,000.00) insurance coverage, for the protection of Board Members, Declarant, Manager and Architectural Control Committee shall be furnished and paid for by this Association if such insurance can be obtained at reasonable premiums.

Section 9. *No Dedication to Public Use.* Nothing herein contained shall be construed as a dedication to public use, or as an acceptance for maintenance, of any of the Common Properties by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility for the maintenance or operation of any of he said Common Properties.

Section 10. *Special Amendments.* Declarant reserves the right and power, if necessary, to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time (a) to comply with the requirements to the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the Owner of Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien

of any first mortgage upon a Lot or any warranties made by any Owner in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such Owner's Lot.

IN WITNESS WHEREOF, the undersigned, being the Developer/Declarant herein, has hereunto set its name and seal this 26th day of May, 1993.

Summit Builders, Inc.,
a Missouri Corporation

By: Troy Bellah
President

MISSOURI CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 26th day of May, 1993, before me appeared Troy Bellah, to me personally known, who being by me duly sworn, did say that he is the President of Summit Builders, Inc., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Troy Bellah acknowledged said instrument to be the fee act and deed of said corporation.

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

Dennis F. Chase
Notary Public within and for
said County and State

“EXHIBIT A”

Lots 1 thru 73 and Tracts A, B, & C, STERLING HILLS 1ST PLAT, a subdivision in Lee’s Summit, Jackson County, Missouri.

“EXHIBIT A”

LOTS 1 THRU 73, INCLUSIVE, STERLING HILLS, 1ST PLAT, AND
LOTS 74 THRU 100, INCLUSIVE, STERLING HILLS, 2ND PLAT, AND
LOTS 101 THRU 152, INCLUSIVE, STERLING HILLS, 3RD PLAT, AND
LOTS 153 THRU 209, INCLUSIVE, STERLING HILLS, 4TH PLAT, AND
LOTS 210 THRU 262, INCLUSIVE, STERLING HILLS, 5TH PLAT, A
SUBDIVISION IN LEE’S SUMMIT, JACKSON COUNTY, MISSOURI.