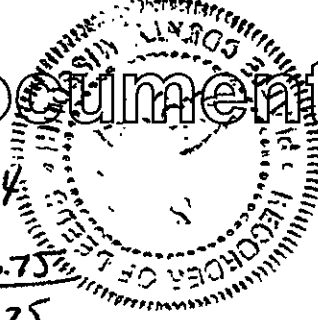


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RECORDING COVER SHEET

Document Title: Kinsley Forest The Valley
Declaration of Covenants, Conditions and Restrictions

Document Date: August 10, 2005

Grantor: *FULTE HOMES OF GREATER KANSAS CITY, INC.*
A MICHIGAN CORPORATION

Grantee: *KINSLY FOREST ESTATES FIRST PLAT*

Grantee's Mailing Address:
(if applicable)

Legal Description: Kinsley Forest First Plat

Reference Book & Page:
(if applicable.)

This document has been recorded in the
Platte County Recorder's Office. Contact this
office for certified copies: Recorder of Deeds
- Ida Cox, 415 3rd St., Suite 70, Platte City,
MO 64079, (816) 858-3326

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KINSLEY FOREST

THE VALLEY

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

KANSAS CITY, MISSOURI

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Platte County, Missouri

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KINSLEY FOREST
THE VALLEY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS KANSAS CITY, MISSOURI

THIS DECLARATION is made this ____ day of _____, 2005, by PULTE HOMES OF GREATER KANSAS CITY, INC., a Michigan corporation (hereinafter referred to as "**Declarant**").

RECITALS:

A. Declarant is the owner of certain real property located in Kansas City, Clay County, Missouri, and in Platte County, Missouri, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Property**").

B. The Property shall be conveyed to third parties, subject to certain protective easements, restrictions, covenants, conditions, reservations, liens and charges as hereinafter set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in **Exhibit A** hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on and shall inure to the benefit of all parties having any right, title or interest in the described Property or any part thereof, including their heirs, successors and assigns.

ARTICLE 1. DEFINITIONS

SECTION 1.1. "**Additional Land**" shall have the meaning ascribed to such term in Section 12.1.

SECTION 1.2. "**Appearance Control Committee**" shall have the meaning ascribed to such term in Article 10 hereof. Prior to the formation of the Committee and during any periods of time after such formation that the Committee no longer exists, all consents and approvals reserved to the Committee shall be made solely by the Declarant.

SECTION 1.3. "**Articles of Incorporation**" shall mean the Articles of Incorporation for the Association.

SECTION 1.4. "**Assessments**" shall mean collectively the Base Annual Assessments, Special Assessments and Capital Contributions and any other assessment or charge that the

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Association is authorized to levy under this Declaration, together with assessments or charges levied by the Master Association under the Master Declaration.

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SECTION 1.5. "Association" shall mean Kinsley Forest The Valley Homeowners Association, a Missouri not-for-profit corporation, its successors and assigns. Prior to the formation of the Association and during any periods of time after such formation that the Association no longer exists, all consents and approvals reserved to the Association shall be made solely by the Declarant.

SECTION 1.6. "Base Annual Assessments" shall have the meaning ascribed to such term in Section 5.2 hereof.

SECTION 1.7. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

SECTION 1.8. "Capital Contributions" shall have the meaning ascribed to such term in Section 5.4 hereof.

SECTION 1.9. "City" shall mean the City of Kansas City, Missouri.

SECTION 1.10. "City Property" shall mean all real property, and all improvements or fixtures thereto, and all real property infrastructure improvements conveyed or dedicated by the Declarant to the City, City Property at the time of recording of this Declaration, all Dedicated Rights-of-Way and all sanitary sewer lines and water mains (except for sewer service lines from the street stub to the Residence and water service lines from the service box to the Residence, which shall be maintained by the Association).

SECTION 1.11. "Common Area" shall mean all real property and all improvements and fixtures thereto and all personal property owned by the Association for the common use and enjoyment of the Owners. Common Area includes, but is not limited to, any parks, green space, landscaping within the island areas and located within street rights-of-way and landscaping features; playgrounds, swimming pools, jogging and bicycling trails and other recreational areas; sidewalks and walkways; special and decorative lighting; signs, monuments, bridges; median strips and islands in streets; ponds, streams, creeks and drainage and retention facilities; streets and street lighting; and any fencing around the perimeter of the Property; (b) any land deeded to the Association by or at the direction of Declarant; (c) any easements, leases, licenses and other interests in real property and rights of use granted to the Association by or at the direction of Declarant, and the land or other property which is the subject thereof; (d) all outdoor furniture, benches, fences and playground equipment; and (e) all buildings, structures and other improvements, fixtures and equipment and other tangible personal property installed by or at the direction of Declarant or the Association and located on, or used in connection with or forming a part of any of the foregoing; PROVIDED, HOWEVER, the foregoing does not constitute a representation or warranty that any Common Area so enumerated will exist within the Property.

SECTION 1.12. "Declarant" shall mean and refer to Pulte Homes of Greater Kansas City, Inc., a Michigan corporation and its successors and assigns.

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~~SECTION 1.13. "Dedicated Right-of-Way" shall mean and refer to the public rights-of-way depicted on any Plat of Subdivision.~~

SECTION 1.14. "Lot" shall mean a plot of land upon which a Residence is constructed or to be constructed. A Lot shall be a subdivision lot created by the recording of a Plat of Subdivision, or a portion of a subdivision lot.

SECTION 1.15. "Master Association" shall mean Kinsley Forest Master Homeowners Association, a master community association governing both the Property and the adjacent Kinsley Forest The Townhomes development which together comprise the Kinsley Forest community, together with all Additional Land and other annexed land, if any. The Property shall, in addition to this Declaration, be subject to the terms of the Kinsley Forest Master Declaration recorded in the Clay County, Missouri and Platte County, Missouri Records of Deeds (the "Master Declaration"). The Master Association shall hold title to and administer, and levy additional Assessments for, those Common Areas which serve the entire community, including the swimming pool and related Common Areas, all in accordance with the Master Declaration. Prior to the formation of the Master Association and during any periods of time after such formation that the Master Association no longer exists, all consents and approvals reserved to the Master Association shall be made solely by the Declarant.

SECTION 1.16. "Member" shall mean and refer to every person or entity who holds a membership in the Association, including Declarant and any beneficiary of a trust holding legal title to one or more Lots.

SECTION 1.17. "Owner" shall mean and refer to the record owner, whether one or more natural persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation, such as secured lenders.

SECTION 1.18. "Plat of Subdivision" shall mean a final plat of subdivision recorded against the Property, or any part thereof, with the Clay County, Missouri and Platte County, Missouri Records of Deeds and any amended or additional plat of subdivision or re-subdivision expressly made subject to the terms of this Declaration by appropriate amendment hereto.

SECTION 1.19. "Property" shall mean and refer to that certain real property described on Exhibit A, attached hereto and incorporated herein by this reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the written amendment of this Declaration, as provided under Section 12.1.

SECTION 1.20. "Residence" shall mean one single-family home.

SECTION 1.21. "Special Assessments" shall have the meaning ascribed to such term in Section 5.3 hereof.

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ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

SECTION 2.1. Membership. Every Owner, including Declarant, shall be a Member of the Association, and each Owner, by acceptance of a deed for his Lot, covenants and agrees to be a Member of the Association, whether or not it shall be so expressed in any such deed or other conveyance. Ownership of a Lot shall be the sole qualification for membership, and there shall be only one (1) membership per Lot.

SECTION 2.2. Transfer of Membership. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser of such Lot. Any attempt to make such a transfer except by the sale or encumbrance of a Lot is hereby deemed to be null and void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot. Members are required to provide the Association written notification upon the transfer, alienation or sale of their Lot to a new Owner.

ARTICLE 3.

VOTING RIGHTS IN THE ASSOCIATION

SECTION 3.1. Membership Classes. The Association shall have two (2) classes of voting membership, as follows:

- (a) Class A: Class A Members shall be all Owners of Lots with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required by Section 2.1 for membership, except that there shall be only one (1) vote per Lot.
- (b) Class B: Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required by Section 2.1 for membership. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:
 - (i) Ten (10) years from the date of this Declaration;
 - (ii) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the Lots have been conveyed by Declarant to Owners. For purposes of this Section 3.1(b)(ii), the foregoing 75% threshold shall be determined as follows: (x) if the Declarant has not started construction of any dwelling unit on a phase of the Additional Land that has not yet been annexed to the Property within the said 120 day period, then on the basis of only those Lots that have been submitted to this Declaration either as a part of the original Property or as Additional Land or as a phase thereof annexed to the Property, or (y) if Declarant has started construction of a dwelling unit on any Lot in a phase of the Additional Land that has not yet been annexed to the Property within such one

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hundred twenty (120) day period, then on the basis of the combined total of the Lots then comprising the Property and those contained in such phase of the Additional Land that is thereafter annexed to the Property. For purposes hereof, the term "started construction" shall mean the excavation of a building site on one Lot within the boundaries of a phase; or

- (iii) The date on which Declarant voluntarily withdraws as the Class B Member by executing and recording with the Recorders of Deeds of Clay County, Missouri, and Platte County, Missouri, a written declaration of intent to withdraw, which shall become effective in the manner specified in such declaration of intent.

Anything contained in the Articles of Incorporation or the Bylaws of the Association notwithstanding, so long as Declarant is a Class B Member, it shall have the absolute right to appoint and remove any member of the Board of Directors and/or officers and agents of the Association.

SECTION 3.2. Exercise of Voting Rights among Co-Owners. When more than one (1) person (other than Declarant) holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they determine among themselves and advise the Association's Secretary in writing prior to any such vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it. In no event shall more than one (1) vote be cast with respect to any Lot not owned by Declarant.

ARTICLE 4.

DUTIES AND POWERS OF THE ASSOCIATION

SECTION 4.1. General. The Association shall have the power and duty to

- (a) pay any real property taxes and other charges assessed against Common Area;
- (b) grant easements where necessary for public utilities over Common Area to serve Common Area or Lots;
- (c) adopt reasonable rules and regulations (including fines or other charges) for (i) controlling and limiting the use of Common Area or any improvements thereto, and (ii) supplementing the use restrictions contained in Article 8 or any other restrictions or provisions contained in this Declaration;
- (d) maintain such policy or policies of insurance, including, but not limited, to those described in Article 16, at all times as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members; officers and directors;
- (e) employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any

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part of the duties and powers of the Association, if deemed necessary by the Board of Directors;

- (f) enforce any easements or restrictions which may be set forth herein;
- (g) establish such reserves as may be required hereunder or as the Board of Directors shall from time to time deem necessary to fulfill and further the purposes of the Association;
- (h) exercise any other right or powers given to the Association under this Declaration or under the Missouri Not-for-Profit Corporation Act, R.S.Mo. Chapter 355, as such Chapter may be amended (the "Act").

SECTION 4.2. Maintenance of Common Area. The Association shall maintain, repair, and replace, all to the extent deemed by the Board of Directors to be beneficial and convenient, Common Area together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration or any supplement or amendment hereto, which shall include, but need not be limited to, the following:

- (a) Common Area and its elements, including but not limited to grass, trees, shrubs, plantings, and other landscaping located within Common Area, and lighting, gazebos and other structures and improvements located within or upon Common Area;
- (b) detention ponds, swales and wetlands recharge areas located on Common Area within the Property, together with any improvements thereto.
- (c) pathways designed to accommodate bicycle and/or pedestrian traffic and installed by the Declarant or the Association, whether located on Common Area or within Dedicated Rights-of-Way within the Property, but expressly excluding any such pathways located on City Property;
- (d) private streets for vehicular use and access not dedicated to the City and located within the Property, as depicted on the Plat of Subdivision, together with any improvements thereto;
- (e) fences installed by the Declarant or by the Association on Common Area.
- (f) entryway signs and/or monuments identifying any portion of the Kinsley Forest community, whether located on Common Area or within Dedicated Rights-of-Way within the Property;
- (g) landscaping located within Dedicated Rights-of-Way within the Property, including any landscaping located in the islands of cul-de-sacs within the Property;
- (h) sewer service lines running from the street stub to the Residence and water service lines from the service box to the Residence, whether located on Lots,

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Common Area or within Dedicated Right-of-Way, to the extent and in the locations customarily required by the applicable utility provider and municipal regulations, with Lot Owners remaining responsible for the maintenance and repair of the remaining portion(s) of such lines serving their individual Residences; and

- (i) stormwater lines within the Property, whether located on Lots, Common Area or within Dedicated Right-of-Way, to the extent and in the locations customarily required by the applicable utility provider and municipal regulations, with Lot Owners remaining responsible for the maintenance and repair of the remaining portion(s) of such lines serving their individual Residences.

SECTION 4.3. Property and Lot Maintenance. Prior to completion of the development of the entire Property and construction of a Residence on each Lot, all vacant Lots and undeveloped portions of the Property shall be kept mowed and free of trash and construction debris by the Owner thereof. From and after the completion of construction of a residence on a lot, the Owner and occupant of each Lot shall cultivate an attractive ground cover or grass on all areas visible from the street, shall maintain all areas in a sanitary and attractive manner and shall edge the street curbs that run along the property line and the sidewalks and driveway located on the lot. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. All bushes, trees and shrubs must be maintained and kept reasonably trimmed. No vegetables shall be grown in any yard that faces a street unless completely screened from public view by fences which comply with the provisions of this Declaration. No Owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon his or her Lot. Upon failure of the Owner of any Lot to maintain such Lot (whether or not developed), the Association may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such lot shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work. In the event the Association shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice to the Association from the City stating the City's intent to exercise such right, the City shall have the right, in lieu of the Association, to have the grass, weeds and vegetation cut as provided above, and upon exercise of such right, the Owner of such undeveloped property or the Owner of the Lot in question shall be obligated, when presented with an itemized statement, to reimburse the City for the cost of such work. These provisions shall be construed to create a lien in favor of the performing party against such property for the cost of such work or the reimbursement sought for such work performed on such property.

SECTION 4.4. Maintenance of Improvements. Subject to the provisions of this Article, each Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, shall replace worn and rotten parts, shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate. Upon failure of the Owner of any Lot to maintain the exterior of all buildings, fences, walls and other improvements on his or her Lot, the Association may, at its option, perform such maintenance as often as necessary in its judgment, and the owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse the Association for the

Platte County, Missouri

cost of such maintenance work. These provisions shall be construed to create a lien in favor of the performing party against such lot for the cost of such work or the reimbursement sought for such work performed on such Lot.

SECTION 4.5. Watering. The Association shall have the right, but shall not be required, to water any grass, landscaping and plant materials located on Common Area or within any Dedicated Rights-of-Way. All watering on any Lot shall be provided by the Owner thereof.

SECTION 4.6. No Maintenance of City Property. Except as expressly set forth herein, City Property shall be owned and maintained by the City. The Association shall have no responsibilities relative to the City Property once the City Property is conveyed to the City by dedication and/or deed, subject to the provisions of this Declaration.

ARTICLE 5. COVENANT FOR ASSESSMENTS

SECTION 5.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor or possession thereof (whether or not it shall be so expressed in any such deed or other conveyance), is deemed personally and individually to covenant and agree to pay to the Association the Assessments authorized under this Declaration. In addition, Declarant hereby covenants and agrees for each Lot owned by Declarant within the Property to pay to the Association the Assessments authorized under this Declaration, subject to the provisions set forth in Sections 5.8 and 5.9. All such Assessments shall be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, attorneys' fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. This personal obligation shall pass to each Owner's successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to an Owner's Lot.

SECTION 5.2. Base Annual Assessments. The Association is authorized to levy Base Annual Assessments equally against all Lots subject to assessment, which shall be paid by the Owners of all Lots within the Property, to fund common expenses for the general benefit of all Owners. Base Annual Assessments shall be used for the following purposes:

- (a) maintenance, repair, replacement and improvement of Common Area and Lots, and improvements thereon, to the extent such are the responsibility of the Association to maintain under the terms of this Declaration;
- (b) maintenance, repair and replacement of any landscaping located within Dedicated Rights-of-Way that are the responsibility of the Association to maintain under the terms of this Declaration;
- (c) maintenance, repair and replacement of private streets within the Property;

Platte County, Missouri

- (d) ~~maintenance, repair and replacement of storm water lines within the Property, whether located on Lots, Common Area or within Dedicated Right-of-Way;~~
- (e) payment of premiums on insurance maintained by the Association pursuant to this Declaration; and
- (f) to provide funds for the Association to carry on its duties or exercise its rights set forth herein or in its Articles of Incorporation or Bylaws or in the Missouri Not-For-Profit Corporation Act.

SECTION 5.3. Special Assessments. The Association is authorized to levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted, for the following purposes:

- (a) defraying in full or in part the cost of any construction, reconstruction, repair or replacement of any improvement on Common Area or any improvements which are the responsibility of the Association, including the necessary fixtures, personal property or landscaping located on or related to Common Area, and all landscaping or other improvements thereon; and
- (b) defraying in full or in part the cost of, and providing of funds to the Association, for carrying on any of its duties set forth in this Declaration or in its Articles of Incorporation or Bylaws or the Missouri Not-For-Profit Corporation Act.

Any Special Assessments shall have the assent of a majority of the votes of the Members that are subject to such Special Assessment voting in person or by proxy at a meeting duly called for such purpose, at which a quorum is present, written notice of which shall be sent to all such Members in accordance with the Bylaws, setting forth the purpose of the meeting. Unless the Special Assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted. In the event a Special Assessment is to be levied on less than all of the Lots located within the Property, such Special Assessment may, by the action described herein, be levied against only those Lots which benefit by such Special Assessment, in proportion to their benefit, and not against the other Lots in the Property.

SECTION 5.4. Capital Contributions. The Association is authorized to levy Capital Contributions against all Lots as provided herein. At the times of: (i) the initial sale of each Lot from Declarant to any Owner; and (ii) any subsequent sale of each Lot to a subsequent Owner, such Owner shall pay to the Association a Capital Contribution, which shall be a sum equal to a one-half year payment of the Base Annual Assessment then in effect. The Capital Contributions shall be used by the Association to cover operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws.

SECTION 5.5. Basis for and Maximum Amount of Base Annual Assessments. Until December 31st of the year in which occurs the conveyance of the first Lot to an Owner, the maximum Base Annual Assessment shall be determined by the Board of Directors.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Base Annual Assessment may be

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increased effective January 1st of each year by the Board of Directors of the Association (at any meeting of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership, so long as Declarant is a Class B Member.

- (b) Beginning as of January 1st of the first year in which Declarant is no longer a Class B Member, and during all subsequent years, the maximum Base Annual Assessment may be increased effective January 1st of each year by the Board of Directors of the Association (at any meeting of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership, provided that any such increase shall not be greater than a ten percent (10%) increase over the maximum Assessment permitted for the year immediately preceding for such type of Assessment.
- (c) Notwithstanding the 10% increase limitation set forth in Subsection 5.5(b) above, the Base Annual Assessment may be further increased for any year by the Board of Directors of the Association at any time, over the maximum Base Annual Assessment permitted for the year immediately preceding, without the vote of the membership, if the same is necessary to pay the costs of (i) any increases in real estate taxes for Common Area over the prior year; or (ii) any increases in the maintenance of Common Area or any improvements thereon over the prior year; or (iii) any increases in premiums for insurance procured by the Association over the prior year.
- (d) Notwithstanding the 10% increase limitation set forth in Subsection 5.5(b) above, the maximum Base Annual Assessment may also be further increased for the coming assessment year only for all succeeding assessment years effective January 1st of each year by the Board of Directors at any meeting of the Board of Directors (duly convened at least thirty (30) days prior to said January 1st effective date) in an amount greater than provided in subsections (a) or (b) hereof for the coming assessment year, provided that any such change shall have the assent of the majority of the votes of the Members voting in person or by proxy, at a meeting duly called for such purpose, at which a quorum is present, written notice of which will be sent to all Members that pay such Assessments in accordance with the Bylaws, setting forth the purpose of the meeting.
- (e) After consideration of future needs and expected expenditures of the Association, the Board of Directors may fix either type of Assessment in lesser amounts than the maximum Assessments permitted or may, in its discretion, require no Assessment of either type whatsoever for any year, but such action shall not limit or prohibit the Board of Directors from fixing such Assessments for any year(s) following on the basis of increases to the maximum Assessments permitted hereunder rather than the assessments so fixed.

SECTION 5.6. Reasonable Reserves. The Association shall establish and maintain from Base Annual Assessments collected hereunder reasonable reserves for the costs of the maintenance, repair and replacement of those items which are the responsibility of the

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Association. The Association may establish and maintain such other reasonable reserves as the Board of Directors deems necessary and convenient which are consistent with the powers and duties of the Association.

SECTION 5.7. Uniform Rate of Assessment. Base Annual Assessments must be fixed at a uniform rate for all Lots subject thereto. Base Annual Assessments may be collected on a quarterly basis or such other periodic basis as set by the Board of Directors.

SECTION 5.8. Assessment for Lots Owned by Declarant Notwithstanding the foregoing provisions, Base Annual Assessments and Special Assessments for any Lots while (i) owned by Declarant and improved with a completed Residence, but unoccupied by any tenant of Declarant, or (ii) owned by any party but occupied by Declarant and used as a model or a sale office, shall be limited to 25% of the amounts fixed with respect to such type of Lots owned by Owners other than Declarant. Prior to the completion of a Residence on any Lot, (which shall mean the issuance of a certificate of occupancy therefor by the City), such Lot shall be exempt from payment of any and all Assessments.

SECTION 5.9. Declarant Not Liable for Association Deficits. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be liable for any liabilities, obligations, damages, causes, causes of action, claims, debts, suits or other matters incurred by or on behalf of the Association or Lot Owners or for any deficits or shortfalls incurred or realized by or on behalf of the Association or Lot Owners in connection with the Property or this Declaration. Declarant's sole liability and obligation hereunder shall be limited to the assessments assessed against any lots owned by the Declarant, whichever applies.

SECTION 5.10. Date of Commencement of Annual Assessments; Due Dates. Base Annual Assessments provided for herein shall commence for any Lot within the Property, or any land annexed to the Property, on the day of the conveyance of the first Lot of such type in the Property and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of such Assessments at least thirty (30) days in advance of each annual Assessment period, and in lieu thereof, the amount of each type of such Assessment for the prior year shall be the fixed amount. Written notice of any changed amount of such Assessments shall be sent to every Owner subject thereto, but failure to do so shall not invalidate the changed Assessments. Base Annual Assessments shall be payable annually or such other periodic basis set by the Board of Directors.

SECTION 5.11. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said Assessments, a certificate in writing signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. Such certificates shall be conclusive evidence that any Assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to Declarant on Lots then owned by Declarant.

SECTION 5.12. Delinquency in Payment of Assessments. Any Assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each Assessment not paid within fifteen (15) days after its due date, the Association may, at its

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election, require the Owner to pay a "late charge" in a sum to be determined by the Association and applied uniformly. If any such Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the lesser of (a) such rate as may be approved by the Board, or (b) the highest rate permitted by Missouri law, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien (provided for in Section 5.1 hereof) against the Lot, and there shall be added to the amount of such Assessment the late charge, the "Delinquency Costs" (which may include, without limitation, any costs incurred by Declarant or the Association in connection with the delinquency, whether or not legal proceedings are initiated), the costs of preparing and filing a Complaint in such action and reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include all Assessments accrued from date of suit to judgment, increased by such late charges, Delinquency Costs, plus interest. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments.

SECTION 5.13. Suspension of Voting Rights Due to Unpaid Assessments. The Association is authorized to suspend the voting rights of an Owner for any period during which any Assessment against such Owner's Lot remains unpaid and delinquent, and for any period during which an Owner is in breach of any non-financial provision of this Declaration or the published rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws or rules and regulations of the Association. The foregoing shall not apply to unfunded deficiency contributions of the Declarant under Section 5.9.

SECTION 5.14. Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of Common Area or by abandonment of his Lot.

SECTION 5.15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a mortgage or trust deed or any proceeding or deed in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE 6. PROPERTY RIGHTS

SECTION 6.1. Members' Easements over Common Area. Every Member shall have a right and easement for ingress and egress over and across, and for use of and enjoyment in and to, Common Area and the improvements thereon, and such easements shall be appurtenant to and shall pass with the title to every Lot. Said right of easement for ingress and egress over and

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across, and of enjoyment in and to, Common Area and improvements located thereon shall be subject to the following provisions.

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- (a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purposes of improving or reconstructing Common Area and improvements thereto and in aid thereof to mortgage said Common Area (or a portion thereof).
- (b) The right of the Association to declare or grant easements and licenses and to dedicate or transfer all or any part of Common Area to any public agency, authority, or public or private 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 has been recorded, signed by the Association and authorized by the assent of at least sixty-seven percent (67%) or more of the votes of each class of Members present in person or by proxy and entitled to vote at a meeting duly called for such purpose at which a quorum is present, written notice of which is mailed to all Members in accordance with the Bylaws, setting forth the purposes of the meeting.
- (c) The right of the Association to establish uniform rules and regulations (including fines) pertaining to the use of Common Area; provided, however, that the Association shall not limit or prohibit the public use of pathways located within the Property.
- (d) The right of the Association to suspend an Owner's right to use any improvements located within Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent; and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of this Declaration or the rules and regulations of the Association after written notice thereof.
- (e) The right of Declarant and its designees (and their respective sales agents and representatives) to (1) non-exclusive use of Common Area (as may be amended by annexation from time to time) in connection with the sale of Residences within the Property (including any of the Additional Land annexed thereto); and (2) the use of any improved Residence on any of the Lots as a sales office until the last Lot within the Property is improved with a Residence and conveyed to a third party purchaser.
- (f) Such other rights as are reserved or created by this Declaration.

SECTION 6.2. Delegation of Use. Any Member may delegate in accordance with the Bylaws of the Association, such Member's right of enjoyment to Common Area and the improvements located thereon to the members of his family, and the occupants residing on such Member's Lot.

SECTION 6.3. Association's Access to Lots. The Association and its respective agents, employees and independent contractors shall have the right and license to enter upon any Lot to

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the extent necessary to exercise any right or responsibility of the Association as set forth in this Declaration, as to the Lot or the dwelling unit or other improvements situated thereon, or to the extent necessary to enforce any covenants or restrictions set forth herein and shall not be guilty of trespass.

SECTION 6.4. Access to Adjoining Lots. Every Owner of a Lot and also the Association, and their respective agents, employees and independent contractors, shall have and is hereby granted the right and license to enter upon the adjoining Lot to the extent necessary for the purpose of maintaining, repairing, replacing or adding to the improvements situated on or near the boundary of such Owner's Lot and shall not be guilty of any trespass. In the event the Owner of a Lot or the Association, or their respective agents, employees or independent contractors enter upon any such Lot for the purposes of exercising the right and license created by this Section 6.4, then such Owner, or the Association, as the case may be, shall make all necessary repairs or replacements on such Lot to correct any damage inflicted upon the same by exercise of the right and license.

ARTICLE 7. EASEMENTS

SECTION 7.1. Title to Common Area. Declarant hereby expressly reserves the right to convey to the Association all of its right, title and interest in and to any and all of the Common Areas, and Declarant covenants for itself, its successors and assigns, that it will convey or cause to be conveyed fee simple title to Common Area to the Association, subject to:

- (a) Covenants, conditions and restrictions and all other matters then of record;
- (b) The terms of this Declaration and the rights of Owners as herein set forth;
- (c) Certain conditions and restrictions concerning the use, management and operation of such Common Areas as are determined by the Declarant;
- (d) Zoning ordinances, development agreements and annexation agreements of record;
- (e) Current real estate taxes and installments of special assessments not yet due and payable (for which Declarant shall pay or make arrangements to pay its pro rata share);
- (f) Utility easements granted or to be granted for sewer, water, gas, electricity, telephone, cable television and any other necessary utilities;
- (g) Reservation of easement for ingress and egress; and,
- (h) Easements granted or to be granted for the construction, maintenance, repair and use of improvements to be located on Common Area.

The Association shall accept such conveyance and shall maintain all public facilities and improvements on such Common Areas.

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SECTION 7.2. Utility Easements. Declarant hereby reserves unto itself, its successors, assigns and designees, the right (i) to create, declare and grant over, above, under and across Common Area or the Lots, at any time before or after conveyance, non-exclusive perpetual utility easements and (ii) to utilize any easement created by any Plat of Subdivision or other instruments, for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary), water, gas, electricity, cable television, telephone and any other utilities as may be necessary in Declarant's sole judgment to develop, service and maintain the Property. The aforesaid easements shall include reasonable rights of ingress and egress. Furthermore, Declarant hereby declares and reserves for the benefit of all Owners, the Association, and the various public utility companies a non-exclusive public utility easement over, above and under Common Area, and those portions of Lots on which no homes are constructed, for the installation, construction, improvement, removal, reconstruction, replacement and substitution of underground service lines, wires, cables, conduits, terminals, manholes and other fixtures as the beneficiaries of the easement may from time to time require for any sewer (storm and sanitary), water, gas, electricity, cable television, telephone and other utilities which may serve the homes constructed on the Property, or other adjacent properties. It shall be the obligation of any party exercising the easement to restore any areas disturbed by the exercise of the easement in the manner and to the extent set forth in the provisions contained in the Plats of Subdivision for the Property relating to the exercise of easements.

SECTION 7.3. Easement for Installation and Maintenance of Storm Water Service Lines. Declarant hereby reserves unto itself, the Association and their respective successors, assigns and designees an easement over the Common Area and each of the Lots within the Properties for installation, maintenance and repair of underground storm water service lines on any Lot or the Common Area, including any such service line that is connected to a downspout on a Residence. Such storm water service lines so installed by Declarant, the Association or their respective successors, assigns and designees on any Residence, on any Lot or on any portion of the Common Area shall be and remain the property of the Association or its successors or assigns, and shall thereafter be maintained, replaced and repaired thereby. The aforesaid easement shall include reasonable rights for ingress and egress and shall be perpetual. No Owner of a Lot shall interfere with any downspout or storm water service line installed on his Residence or Lot, or the passing of storm water through the same.

SECTION 7.4. Ownership of Utility Lines. Declarant shall initially own all storm sewers, sanitary sewers, and water lines when situated in, over, under, along or across Common Area or easement areas designated for the installation and maintenance of such lines to the extent the same are not initially dedicated to the City, Clay County, Platte County, any public utility or any governmental or quasi-governmental authority, and Declarant shall have the right (but not the obligation) of maintenance, replacement, repair or removal thereof and reasonable access thereto. Declarant may transfer title to said storm sewers, sanitary sewers and water lines and Declarant's rights of maintenance, replacement, repair and removal thereof to any assignee deemed beneficial or appropriate by Declarant (including the Association, the City, Clay County, Platte County, any public utility, or any governmental or quasi-governmental authority), which transfer and assignment shall be effectuated by a bill of sale or other appropriate writing. In the absence of such a transfer prior to the completion of the sale of all of the Lots by Declarant to

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Owners purchasing the same, the transfer shall be deemed to have been made to the Association upon the closing of the sale of the last Lot to an Owner, without further action or documentation.

SECTION 7.5. Driveway Easements. Not applicable.

SECTION 7.6. Reservation of Easements for Declarant's Benefit. Anything contained in this Declaration to the contrary notwithstanding, Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, materialmen, invitees and any successor builders an easement under, over and across Common Area for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting and selling any Lots or dwelling units then owned by Declarant or any such successor builders.

SECTION 7.7. Easements for Installation, Maintenance and Repair of Common Area. Declarant hereby reserves unto itself, its successors, assigns, and designees, and to the Association, the right and easement to come onto the Lots or Common Area for purposes of building, installing, maintaining, repairing, replacing and improving Common Area and any improvement located thereon or within Dedicated Rights-of-Way within the Property.

SECTION 7.8. Easement for Access to City Property. Declarant hereby declares and reserves for the benefit of the City, its officers, employees, agents and contractors, an easement and right of ingress and egress, over, upon and across any and all portions of Common Area within the Property to the extent reasonably necessary for access to the City Property or any portion thereof for purposes of inspecting, maintaining, repairing and replacing all or any portion of the City Property.

SECTION 7.9. Easement Over Pathways. Declarant hereby declares and reserves for the benefit of all Owners and their guests and invitees an easement and right of ingress and egress, over, upon and across any pathways located on any portion of Common Area within the Property. The Association shall have the right to adopt reasonable rules and regulations governing and limiting the right and easement granted hereunder, subject to approval by the City. There is also declared and reserved for the benefit of the public an easement and right of ingress and egress over, upon and across such portions of any pathways located on any portion of Common Area as are to be usable by the public and maintained by the City, as designated on the Plat of Subdivision. Motor vehicles are prohibited on such pathways without prior written approval of Declarant or the Association.

SECTION 7.10. Easement Over Private Streets.

(a) Declarant hereby declares and reserves for the benefit of all Owners and their guests and invitees an easement and right of ingress and egress, over, upon and across any private streets for vehicular use and access not dedicated to the City and located within the Property, as depicted on the Plat of Subdivision. The Association shall have the right to adopt reasonable rules and regulations governing and limiting the right and easement granted hereunder, subject to approval by the City.

(b) Declarant also hereby declares and reserves for the benefit of the City, its agents and employees an easement and right of ingress and egress, over, upon and across any such

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private streets within the Property to the extent necessary for the provision of municipal services within the Property, including but not limited to police, fire and emergency services.

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SECTION 7.11. Extended Use Easement In order to create an aesthetically attractive and functional development, Residences may be positioned on Lots in such manner that the use and enjoyment thereof may reasonably require that Owners of such Residences have the right to use or have access to and across portions of adjacent Lots or adjacent Common Area. To accomplish the foregoing, Declarant hereby reserves the right to grant or reserve non-exclusive easements on any portion of a Lot (except portions occupied by dwellings) or Common Area prior or subsequent to the conveyance thereof by Declarant for the benefit of an adjacent Lot Owner for such purposes as Declarant may in its sole determination deem essential to the reasonable use and enjoyment of the Lot owned by the beneficiary of such easement.

SECTION 7.12. Rights to Reserve or Grant Specific Easements for Lots and Common Area. Declarant shall have the right to grant or reserve particular specific non-exclusive easements on any portion of any Lot (except portions occupied by dwellings) or on Common Area for the installation, maintenance and repair of improvements to the Lots or Common Area by Declarant, its successors, assigns or designees or by the Association. Such easements may be created over Lots after such Lots are conveyed to Owners only if (i) such areas are designated as such by a Plat of Subdivision, a deed, a declaration of easement or a grant of easement executed and recorded by Declarant with the Recorders of Deeds of Clay County, Missouri and Platte County, Missouri, (ii) construction of such improvement has commenced prior to conveyance of such Lot or Common Area, or (iii) such easement is necessary to correct errors in engineering plans. Such easements may be created over Common Area at any time, even after it has been conveyed to the Association. Failure to so grant or reserve any particular specific easement as provided herein shall not invalidate or adversely affect the easements reserved under Section 7.4.

SECTION 7.13. Power Coupled with an Interest. In furtherance of Declarant's rights to create easements pursuant to Section 7.11 above, a power coupled with an interest is hereby reserved to Declarant, as attorney-in-fact of the Association and of the Owners of all Lots within the Property, to grant or reserve such easements, and the giving of any deed, mortgage, or other instrument with respect to Common Area or any Lot, and acceptance thereof, shall be deemed a grant and acknowledgment of and a consent to such power of said attorney-in-fact.

ARTICLE 8. USE RESTRICTIONS

SECTION 8.1. Residential Use. The Property is hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith, subject to the provisions of Section 8.2 and except for model homes and sales offices which may be operated by Declarant or its designees during the construction or sales period. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property and no subsequent buildings or structures other than single family detached homes shall be built on any Lot. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Lot at any time as a residence either temporarily or permanently. Each Residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or

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no more than two (2) unrelated persons living and cooking together on the same residence as a single housekeeping unit; PROVIDED, HOWEVER, that nothing contained herein shall prevent occasional temporary occupancy by guests of the family or occupancy by full-time domestic servants or medical assistants employed by the family. No building or structure intended for or adapted to commercial, business or professional purposes, nor any apartment house, duplex, double house, lodging house, rooming house, dormitory, church, school, hospital, sanatorium, guest house, servant's quarters or multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot.

SECTION 8.2. Restrictions on Commercial Activities. No commercial activities of any kind shall be conducted in any building or in any portion of the Property; provided, however, that an Owner may operate a home-based business on his Lot, but only if (i) the existence or operation of the commercial activity is not apparent or detectable by sight, sound, or smell from outside the Owner's Residence located on the Lot, (ii) the commercial activity is not prohibited by the ordinances or regulations of the City and is conducted in compliance with the City's zoning ordinances, (iii) no motor vehicle with business markings is stored or parked on the Lot, except within the garages, with the garage door shut during periods of storage, and (iv) the commercial activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of residences within the Property in which no such activity is being conducted. The foregoing restrictions shall not apply to the commercial activities of Declarant or its designees, or the use or operation of sales offices or model units on any Lots by Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

SECTION 8.3. Prohibition of Commercial Vehicles, Buses, Trucks, Limousines, Boats, Trailers and Recreational Vehicles on Lots. No commercial vehicles (with the exception of one (1) passenger-size pickup or van used by a Lot Owner in connection with his or her job), buses, semi trucks, limousines, boats, trailers, or recreational vehicles shall be parked or stored on a Lot, except for those which are stored within a garage constructed on a Lot, with the garage door shut during periods of storage. The prohibitions on parking set forth in this Section and in Section 8.4 below shall not apply to temporary parking, such as for deliveries and other commercial services.

SECTION 8.4. Garages; Storage of Cars. The Owner of any Lot shall keep the garage door of his Residence shut at all times when it is not in use. No Owner shall park or store vehicles on public streets or on driveways within his Lot if there is capacity for storage of such vehicles in the garage on his Lot. No Owner shall utilize the space within his garage for purposes which adversely affect or limit the storage of vehicles therein to meet the designed capacity of such garage. The Association may remove or cause to be removed any non-permitted vehicle pursuant to this Section or Section 8.3 hereof at the expense of the owner thereof in any manner in accordance with applicable law.

SECTION 8.5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats and other common animals kept as household pets, but not for breeding purposes. No more than four (4) domesticated household pets will be

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permitted on each Lot. The Owner of any pet shall immediately remove any bodily waste deposited by its pet on any Lot, Common Area, parkways, cul-de-sac islands or streets.

SECTION 8.6. Limitations on Signs. No sign of any kind shall be displayed to the public view on or in front of any Lot or on any vehicle or equipment on or in front of any Lot except for the following: (i) one (1) sign of not more than five (5) square feet, which advertises the Lot and improvements thereon for rent or sale; (ii) signs used by Declarant or its designee to advertise the land or lots and any improvements thereon during the development, construction and sales period; and (iii) such signs as may be required by legal proceedings; and (iv) one (1) professional sign of not more than one (1) square foot which may include, without limitation, signs which promote private sales (such as "garage" sales), and signs promoting political candidates (which may be placed only 30 days before and five days after the subject election). Any such signs may not: (i) describe the condition of the Unit or Lot; (ii) describe, malign or refer to the reputation, character or building practices of Declarant or any other Lot Owner; and (iii) discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or Unit in the Property. Declarant and Association or their respective agents shall have the right to remove all signs, billboards or other advertising structures that do not comply with this Section.

SECTION 8.7. Prohibition of Nuisances. No Owner shall permit or suffer any noxious or offensive activity, or permit anything to be done or kept about or within his or her Lot, or on or about any portion of the Property, which will obstruct or interfere with the rights of other Owners or occupants, or annoy them with unreasonable noises, or otherwise, nor shall he or she commit or permit any other nuisance or commit or suffer any illegal act to be committed thereon.

SECTION 8.8. No Clothes Drying; Screening of Equipment. The drying of clothes in public view is prohibited, and no permanent equipment for the purpose of hanging laundry thereupon shall be installed on any Lot. The Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to public view shall construct a suitable enclosure, subject to the fence regulations set forth in **Exhibit B** hereto, to screen from public view permitted equipment which is incident to normal residences, such as yard equipment, lawn furniture, pool filtration, composting equipment and stored maintenance materials.

SECTION 8.9. Limitations on Fences. The Property shall be subject to restrictions with respect to fences as set forth on **Exhibit B** attached hereto.

SECTION 8.10. Prohibition of Window Air Conditioners or Window Fans. No window air conditioners or window fans shall be placed in any home constructed on the Property.

SECTION 8.11. Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Each Owner shall be responsible for trash removal from his Lot. There shall be no trash piles or storage piles on the Property. The foregoing restrictions on trash piles and storage piles shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period. All rubbish, trash and garbage shall be stored within the garage on the rear of the Lot in trash cans with sealed lids.

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~~SECTION 8.12. Restrictions on Changes or Improvements. No awnings shall be constructed or added to any home. Any other additions, changes or improvements to any home surfaces or any part thereof (including roofs, siding, doors, storm doors, windows or trim), the placement of any patios or decks on the Lot by any Owner other than Declarant or the planting of any trees, decorative shrubs or other permanent (as opposed to annual) landscaping or plant materials will be allowed only with the approval of the Appearance Control Committee, as provided under Article 10. The Committee shall have discretion to approve placement of decks that encroach upon rear yard set-backs as designated on any Plat of Subdivision. All improvements which require a permit from the City will only be approved subject to the issuance of such permit.~~

SECTION 8.13. Restrictions on Radio and TV Receiver Installations. The Board of Directors shall have discretion, to be exercised through the adoption of an appropriate rule or rules, to specify, limit or prohibit the type, size, color, number and/or placement of radio, television and other telecommunications receiver installations (including, but not limited to satellite dishes) on any Lot within the Property and to enact regulations regarding such installations, all to the extent the Board of Directors deems beneficial and convenient; provided, however, that any such rule or rules adopted by the Board of Directors shall (i) be enforced against Owners in a non-discriminatory manner and (ii) comply with the terms and conditions of applicable federal, state or local laws, ordinances, rules or regulations, as same may be amended from time to time. Notwithstanding the foregoing, no such installations by any Owner shall be permitted upon any portion of Common Area without the prior written consent of the Association, which may be withheld in its discretion (to be exercised in accordance with applicable law as aforesaid).

SECTION 8.14. Prohibition of Derricks, etc. No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Lot in the Property, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining, and operating upon any Lot owned by it within the Property, a well, housing, and equipment for the purpose of extracting from the sub-surface and/or the treatment, storage and distribution of water through the system of such public utility.

SECTION 8.15. Clearance of Utilities. The Owner of a Lot, and not the Association, shall be responsible for the clearance and relocation of any utilities that must be made in connection with the installation of any improvements by the Owner on his Lot.

SECTION 8.16. Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of the Lots, and in Common Area, are reserved as shown on the recorded Plat of Subdivision or as created in accordance with this Declaration or any amendments hereof. Within these easements, no structure, planting or other materials 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 in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Sump pumps, gravity drains and other drains serving the Residence constructed on any Lot shall not outfall or empty into grass swales between Lots, but only into a storm sewer, a storm water service line or an underground

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drain pipe connecting to a storm sewer included in the storm drainage system for the Property; provided, however, that sump pumps, gravity drains and other drains serving Lots which are adjacent to a detention pond located with Common Area may outfall and empty through underground drain pipes directly into said adjacent detention pond at a level not higher than the normal pool elevation of such detention pond. All such easement areas located on a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a private or public utility company or the Association is responsible.

SECTION 8.17. Leases of Lots. Any Owner may lease his Lot, but no lease may be for a period of less than thirty (30) days. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s). Notwithstanding the foregoing, Declarant and its successors and assigns shall have the right to rent any or all Residences located on Lots owned by Declarant.

SECTION 8.18. Limitation on Number of Lots Owned by One Owner. No Owner may own more than three (3) Lots within the Property at any one time, except that this limitation shall not apply to Declarant or to a mortgagee who has foreclosed on a mortgage or who has accepted a deed in lieu of foreclosure with respect to Lots.

SECTION 8.19. Right of Abatement, Correction or Removal. In addition to other rights and remedies that may be available to the Association, as provided in this Declaration, or as may otherwise be available to the Association, in the event any Owner shall violate or suffer on his Lot the violation of any of the Use Restrictions contained in this Article 8 or any rules or regulations adopted by the Association to supplement the Use Restrictions, as provided in Section 8.1, the authorized agents of the Association, upon an affirmative vote taken by the Board of Directors, may enter upon the Lot with no further notice than that provided by the recording of this Declaration, and may (but shall not be required to) abate, correct or remove such violation and the cost of such abatement, correction or removal, together with any other fines or penalties that may be promulgated by the Association thereof shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot, enforceable in the manner provided in Sections 5.12 and 5.13 hereof. In such event, neither the Association, its Board of Directors, nor the authorized agents of the Association shall be guilty of trespass or held liable for damages.

ARTICLE 9.

CONSTRUCTION OF IMPROVEMENTS

SECTION 9.1. General Standards. All construction in the Property shall be in accordance with the standards developed pursuant to this Article 9, unless otherwise approved by the Committee as provided herein.

SECTION 9.2. Garage Required. Each residence shall have a private garage suitable for parking not less than two (2), nor more than four (4), standard size automobiles and, unless otherwise permitted by the Committee, each garage shall be attached to such residence, open to the front, side or rear of the lot and conform in appearance, design and materials to the main residence. No garage shall be enclosed or otherwise altered to prevent the parking of at least two

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(2) conventional automobiles completely within such garage unless an additional garage is constructed which meets the standards of this Article IV, is in compliance with existing City ordinances and is approved by the Committee. Enclosure of garages by Declarant for temporary marketing, sales, construction or office purposes is permitted hereby, provided such enclosures and offices are architecturally compatible with the residence and this Declaration and are used in accordance with the provisions of Section 3.4(m) hereof. If any garage is so enclosed by Declarant or a Builder, such garage shall be converted to use solely for the parking of automobiles as described in Section 9.4 hereof prior to the sale or lease of such residence to the occupying Owner.

SECTION 9.3. Driveways. All driveways shall be surfaced with concrete.

SECTION 9.4. Construction Specifically Regulated.

(a) No temporary dwelling, shop, trailer or mobile home of any kind nor any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos, lawn furniture and buildings as approved by the Committee for storage of lawn or pool maintenance equipment, which may be placed on a lot only in areas not visible from any street adjacent to the lot) shall be permitted on any lot except that the Declarant or its designee may have temporary dwellings, trailers or improvements (such as a sales office and/or construction trailer) on a given Lot. No building material of any kind or character shall be placed or stored upon the lot until the owner thereof is ready to commence construction of improvements thereon, and then such material shall be placed only within the property lines of the lot upon which the improvements are to be erected. No house shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction.

(b) No structure of a temporary character, such as a trailer, tent, shack, barn or other out-building, shall be used on any land at any time as a dwelling house; PROVIDED, HOWEVER, that Declarant or any builder may maintain and occupy model houses, sales offices and construction trailers.

(c) No individual water supply system (which is not part of the public water supply system serving the entire Property) shall be permitted in the Property.

(d) No individual sewage disposal system (which is not part of the public sewage disposal system serving the entire Property) shall be permitted in the Property.

(e) No air-conditioning apparatus shall be installed on the ground in front of a residence, visible from any public street or on the roof of any residence (unless screened by the roof structure in a manner approved by the Committee).

(f) No fence (except as may otherwise be permitted herein or on any exhibits hereto), wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street

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right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

(g) Except for children's playhouses (as approved by the Committee), no building previously constructed elsewhere shall be moved onto any lot, it being intended that only new construction be placed and erected thereon.

(h) Within platted easements on each lot, no permanent structures, paving (other than driveways, sidewalks and flatwork installed in compliance with all applicable codes and laws and the remaining provisions of this paragraph, planting or materials shall be placed or permitted to remain which may damage or materially interfere with the installation, operation and maintenance of utilities or change, obstruct or retard the flow of water through or within drainage channels and/or easements.

(i) After Declarant has developed the lots, the general grading, slope and drainage plan of a lot may not be altered, nor may any dams, berms, channels or swales be constructed or excavated, without the prior approval of the Committee, the City (if applicable) and other appropriate agencies having authority to grant such approval.

(j) All containers and other facilities for trash disposal must be located and screened in a manner approved by the Committee.

(k) All exterior mechanical equipment, including, without limitation, heating, air conditioning and ventilation ("HVAC") equipment, shall be located and screened in a manner approved by the Committee. Without limiting the foregoing, no window air conditioning units shall be permitted in any residence on any lot.

(l) All construction shall comply at all times with this Declaration and all other applicable deed restrictions, encumbrances of record, zoning ordinances and requirements, planned use and development restrictions, building codes, FHA and VA requirements and regulations and all other applicable ordinances and regulations.

(m) All roof surfaces shall have at least: (i) a six (6) foot to twelve (12) foot pitch or slope on the main structure; and (ii) a four (4) foot to twelve (12) foot pitch or slope on the garage and porches unless otherwise approved by the Declarant or Committee (if formed).

Section 9.5. Minimum Floor Area. Except with respect to any Common Facilities or other buildings or structures constructed on the Common Area (if any), the total air-conditioned habitable living area of the main residential structure on each lot, as measured to the outside of exterior walls, but exclusive of porches, garages, patios and detached accessory buildings, shall be not less than eleven hundred (1,100) square feet or the minimum habitable floor area as specified by the City, whichever is greater.

SECTION 9.6. Approved Materials.

(a) Except with respect to any Common Facilities or other buildings or structures (if any) constructed by the Declarant on the Common Area (if any), and except as otherwise

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approved by the Committee, the exterior of each residential structure must be faced on all sides with either stone, brick, stucco or a siding approved by the Committee, and all exterior colors thereof must be approved by the Committee.

(b) The exterior surfaces of the chimney chases shall be fully enclosed by materials approved by the Committee.

(c) Roofing materials may be wood shingle, slate, tile or composition or asphalt roofing material, which composition or asphalt roofing material is restricted to material weighing a minimum of one hundred ninety (190) pounds per one hundred (100) square feet of area, unless otherwise approved by the Committee; PROVIDED, HOWEVER, all such roofing materials shall conform to applicable City, FHA and VA requirements.

SECTION 9.7. Side, Front and Rear Setback Restrictions. No dwelling shall be located on any lot nearer to the front or rear lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City. In any event, no building shall be located on any lot nearer than twenty (20) feet to, nor further than forty (40) feet from, the front lot line, nor nearer than five (5) feet to any interior side lot line, nor on corner lots nearer than ten (10) feet to the side property line adjoining the street unless approved by the Committee and all applicable governmental agencies and authorities. For all purposes of this Section 9.7, eaves, steps and open porches shall not be considered as 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 or to vary from any applicable City requirements.

Section 9.8. Waiver of Front Setback Requirements. With the prior written approval of the Committee and the City (if required), any building may be located further back from the front property line of a lot than provided in Section 9.7 where, in the opinion of the Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

SECTION 9.9. Fences and Walls. The location and type of any fence or wall must be approved by the Committee and must be constructed of masonry, brick, wood or other material approved by the Committee and must comply with all applicable governmental requirements and ordinances and all provisions of this Declaration. Except as approved by the Committee or as otherwise set forth herein, no fence or wall shall be permitted to extend nearer to the front street than: (i) forty-five (45) feet from the front street; or (ii) the front of the house, whichever distance is further. Except as approved by the Committee or as otherwise set forth herein or on any exhibits attached hereto, no structural supports of any fence shall be visible from any public right-of-way. Additional fence requirements are contained in Exhibit B hereto.

SECTION 9.10. Sidewalks. All sidewalks shall conform to all applicable City, FHA and VA specifications and regulations.

SECTION 9.11. Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee and the United States Postal Service.

SECTION 9.12. Signs Advertising the Property or Lots. All signs advertising the entire land or any substantial part thereof shall be approved by the Committee. All signs shall be

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maintained in good condition and repair with a neat and orderly appearance, and shall comply with the applicable ordinances of the City. All signs advertising the Property shall be removed after all buildings to be initially constructed on the advertised lot(s) have been sold. Declarant, the Association or the Committee may remove from the Property or any surrounding area any signs which do not comply with this Section 9.12.

SECTION 9.13. Landscaping/Fencing Plans. Any person or entity (other than the Declarant) planning to landscape or fence areas in the Property (other than individual lots) shall prepare and submit to the Committee for approval, pursuant to the procedures set forth in this Declaration, a landscaping/fencing plan for such areas in the Property prior to undertaking any landscaping or fencing in the Property. Without limiting the requirement to obtain approval as noted above, such plan shall be compatible with the existing landscaping or fencing improvements and treatments, if any, in the Property, and shall be in compliance with the terms and provisions hereof.

SECTION 9.14 Destruction. Any improvements on any Lot which are fully or partially destroyed or damaged by fire, storm or any other peril shall be fully rebuilt and repaired by the Owner thereof or the debris therefrom fully removed, within a reasonable period of time not to exceed one hundred eighty (180) days after the occurrence of such destruction or damage, unless a written extension is obtained by the owner of such lot from the Association, all in accordance with plans approved in advance by the Association and Committee. No structure shall be permitted to remain with its exterior in a damaged condition longer than six (6) months. In the event that an Owner fails to comply with said 180-day time limitation, the Association shall assess liquidated damages in the amount of \$100 per day against the Owner, which shall become a lien on the Owner's Lot and be subject to collection in accordance with the provisions of this Declaration.

ARTICLE 10.

APPEARANCE CONTROL COMMITTEE

SECTION 10.1. Creation of Appearance Control Committee. There is hereby created an Appearance Control Committee (the "Committee"), which shall consist of three (3) members designated and replaced from time to time by Declarant or by the Board of Directors as provided in this Section 10.1. Declarant is hereby authorized to designate and replace members of the Committee until such time as the last Lot of the Property is developed with a home and is sold to a third party purchaser, and said power and duty of Declarant to designate and replace members of the Committee shall cease at the time the last Lot of the Property is developed with a home and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Directors of the Association or in a committee duly appointed by such Board of Directors. No member of the Committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant.

SECTION 10.2. Review and Approval of Plans. No (i) structure, improvement or addition (including, but not limited to, decks, patios, in-ground pools, and storm doors), or (ii) permanent (as opposed to annual) landscaping or plant materials (including vegetable gardens), or (iii) exterior painting of buildings and other improvements, shall be erected, placed or altered on any Lot within the Property (except as are installed or approved by Declarant in connection

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with the initial construction of the dwelling and other improvements on the Lot until: (i) the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such structure, improvement or addition; or (ii) a plan or description of any permanent landscaping or plant materials; or (iii) color scheme for exterior painting, has been approved in writing by the Committee as to conformity of external design, color and harmony with existing structures or landscaping on the Property and as to location with respect to topography and finished ground elevation. The Committee may also take into account whether and to what extent any such structure, improvement or addition or any permanent landscaping of plant material proposed to be installed on a Lot will interfere with the delivery of maintenance services under Section 4.3 hereof. The Committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plans and specifications, plot plan or landscaping plan, or color scheme descriptions have been submitted to the Committee; or, in the event the Committee does not disapprove of the building plans, specifications and plot plan or color scheme as submitted, within said 30 day period, and (i) no suit to enjoin the erection, placement or alteration of such structure, or other improvement or addition, permanent landscaping, plant materials, or exterior painting to require the removal thereof has been commenced prior to the completion thereof, or (ii) no removal thereof has been undertaken by the authorized agents of the Association, as provided for herein, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

SECTION 10.3. Enforcement. In the event any such structure, improvement, or addition, permanent landscaping, plant materials or exterior painting are erected, placed or altered on any Lot in violation of the provisions of this Article 10, the authorized agents of the Association, upon an affirmative vote taken by the Board of Directors, may enter onto such Lot with no further notice than that provided by the recording of this Declaration and may (but shall not be required to) remove the same and the costs of removal (including any and all fines or penalties therefore promulgated by the Association) shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot as provided in Section 5.1 and shall give rise to the remedies available to the Association provided in Sections 5.12 and 5.13. In such event, neither the Association, its Board of Directors, or the authorized agents of the Association shall be guilty of trespass or held liable for damages. In the event suit is filed or in the event the Association takes other actions to enforce this Declaration with respect to such structure, improvement, addition, landscaping or painting, including removal thereof by the authorized agents of the Association, the Owner shall be responsible for attorneys' fees and costs incurred by the Association, as provided in Section 17.1 hereof. Notwithstanding the foregoing, the City shall be authorized to enforce this Article 10 in any legal manner available in the event that the Association defaults in its obligation to enforce this Article 10 and such default by the Association remains uncured for more than thirty (30) days following written notice from the City to the Association specifying the nature of such default (unless such default cannot reasonably be cured within such 30-day period, in which event the Association shall have a reasonable period to cure such default).

ARTICLE 11.

OWNER'S OBLIGATION TO MAINTAIN

SECTION 11.1. Covenant to Maintain. Each Owner, his heirs, successors and assigns, hereby covenants and agrees at all times to maintain his Lot, and the Residence constructed

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thereon, in a real and proper condition and to perform all necessary repairs thereto, to the extent not provided for by the Association pursuant to this Declaration. The foregoing shall include the duty of each Owner to water the landscaping on such Owner's Lot, as provided in Section 4.4. The Owner of each Lot shall be solely responsible for all repair and replacement of lawn, plants, shrubs and other landscaping, which were damaged or died due to the failure of the Owner to adequately water his Lot.

SECTION 11.2. Enforcement of Owner's Maintenance Obligations. If any Owner fails to perform his or her obligations hereunder, the Association may, but shall not be required to, perform such obligations (including repair and replacement of landscaping and plant materials), and shall not thereby be deemed guilty of trespass. The Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in connection therewith, and any such expenditures incurred by the Association shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as provided under Section 5.1 and shall give rise to the remedies available to the Association provided in Sections 5.12 and 5.13.

ARTICLE 12.

ANNEXATION OF ADDITIONAL LAND

SECTION 12.1. Annexation by Declarant. Declarant may, without the consent or approval of the Association, any Members or any Owners, annex to the Property additional land, including, without limitation, any real estate contiguous thereto or contiguous to the Property (collectively, the "Additional Land") from time to time, by a written instrument signed by Declarant and recorded with the Recorders of Deeds of Clay County, Missouri and Platte County, Missouri. Should Declarant develop land within the Additional Land within ten (10) years after the date of this Declaration, such portion of the Additional Land may be annexed to the Property and made subject to this Declaration without the assent of the Class A Members; **PROVIDED, HOWEVER,** that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or appropriate to reflect the different character, if any, of the added real properties and as are not materially inconsistent with this Declaration and which do not adversely affect the concept of this Declaration. Such Additional Land, or portions thereof, may be annexed in separate phases and shall be considered annexed to said Property and subjected to the provisions of this Declaration if within such ten (10) year period Declarant executes and records an amendment or supplement to this Declaration with the Recorders of Deeds of Clay County, Missouri and Platte County, Missouri, describing the portion to be annexed to said Property and legally and specifically making said Additional Land, or portion thereof, subject to this Declaration. Any such Amendment or Supplementary Declaration shall designate Lots and/or Common Area and shall also update **Exhibit A** hereto, if necessary. In improving or causing the improvement of any additional phases(s), Declarant shall keep the Property, subject to this Declaration, free of any liens or claims for liens for labor or materials provided in such improvements, pursuant to the Missouri mechanics' lien laws.

SECTION 12.2. Annexation by the Members. Annexation of any additional real estate to the Property, other than real estate annexed by Declarant as Additional Land, shall require the

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recording with the Recorders of Deeds of Clay County, Missouri and Platte County, Missouri of an instrument signed by the Association with the assent of not less than sixty-seven percent (67%) of the votes of Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members in accordance with the Bylaws, setting forth the purpose of the meeting.

ARTICLE 13.

AVAILABILITY OF RECORDS

Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable request, to receive for inspection and for copying from the Association current copies of the Declaration, Articles of Incorporation, Bylaws, records and financial statements of the Association and such other documents as may be provided for in the inspection provisions of the Bylaws. Furthermore, any holder of a mortgage given on any Lot within the Property and any phases annexed thereto, shall be entitled to receive from the Association, without cost, a copy of the Association's financial statement, if any, and if any mortgagee shall so request in writing prior to the preparation of the annual financial statement of the Association, such financial statement shall be audited.

ARTICLE 14.

RIGHTS OF FIRST MORTGAGEES

Upon written request, any first mortgagee of a Lot shall be entitled to and shall receive from the Association notices of any of the following as shall be requested:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Property and any phases annexed thereto or the Lot on which its mortgage is held;
- (b) Delinquency of assessments which remain uncured for a period of sixty (60) days or more;
- (c) Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any restoration or repair of the Property and any phases annexed thereto after partial condemnation or damage; and
- (e) Any termination of the legal status of the Property and any phases annexed thereto.

Any termination of legal status as provided in Subsection (e) above, shall require the consent of the holders of the mortgages on at least fifty-one percent (51%) of the Lots contained in the Property and any phases annexed thereto at the time thereof.

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ARTICLE 13. MUNICIPAL ORDINANCES PREVAIL

None of the covenants, conditions, restrictions or provisions of this Declaration are intended to supersede or prevail over the ordinances of general applicability of the City, and in the event of any conflict, the applicable ordinances of the City shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration. However, no ordinance of the City controlling or regulating any act that is expressly limited, controlled or prohibited by the covenants of this Declaration shall operate to authorize or permit such act. The Association shall comply with all City ordinances and shall seek all necessary approvals and permits from the City and other applicable governmental entities for activities it undertakes within Common Area and Lots.

ARTICLE 16. INSURANCE

SECTION 16.1. Casualty Insurance for Common Area. The Association shall obtain and maintain a policy or policies of insurance with respect to the damage or destruction of Common Area, any improvements located thereon and to any other tangible assets of the Association, including coverage against damage or destruction by the perils of fire, lightning and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to one hundred percent (100%) of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such portions of Common Area and other insured items subject to the rights of the first mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of Declarant, the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be canceled without at least thirty (30) days' prior written notice to the Association, the Owners, and all first mortgagees of the Lots.

SECTION 16.2. Liability Insurance Maintained by the Association. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on a claims-made basis the Association, its directors, officers, the Owners, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the ownership, occupancy, use, supervision, operation, repair, maintenance or restoration of Common Area, any improvements located thereon and to any other tangible assets of the Association, or in connection with any act or omission of or on behalf of the Association, its Board of Directors, agents or employees within the Property. Such policies shall be in the amount of One Million Dollars (\$1,000,000) for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be canceled without at least thirty (30) days' prior written notice to the Association, the Owners, and the first mortgagees of the Lots.

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SECTION 16.3. General Insurance. The Association may obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- (a) Directors' and officers' liability insurance;
- (b) Fidelity insurance or bonds in reasonable amounts for all officers and employees having fiscal responsibilities, naming the Association as obligee; and
- (c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

SECTION 16.4. Waiver of Subrogation. To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall state that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and do by these presents, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

SECTION 16.5. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which Base Annual Assessments collected by the Association from the Owners shall be applied.

ARTICLE 17. GENERAL PROVISIONS

SECTION 17.1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by Declarant, 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 thereafter. Breach of any of the covenants shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise. Declarant and the Association shall be entitled to recover from any Owner against which it initiates enforcement, "Breach Costs" (which may include, without limitation, any costs incurred by Declarant or the Association in connection with the breach, whether or not legal proceedings are initiated, including fines and penalties promulgated by Association and the Association's costs in connection with exercising its rights pursuant to Section 8.19 hereof), the costs of preparing and filing a Complaint in such action and reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include all Breach Costs. In addition, Breach Costs, fees and other costs incurred by the Declarant or the Association against an Owner, whether or not proceedings are initiated, shall constitute a lien against his Lot which may be recovered in the manner provided in Section 5.1 hereof. Notwithstanding the foregoing, the City shall be authorized to

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enforce the terms and provisions of Article 17 hereof in any legal manner available in the event that the Association defaults in its obligation to enforce such terms and provisions and such default by the Association remains uncured for more than thirty (30) days following written notice from the City to the Association specifying the nature of such default (unless such default cannot reasonably be cured within such 30-day period, in which event the Association shall have a reasonable period to cure such default).

SECTION 17.2. Declarant Liability. Declarant shall have no responsibility or liability for: (i) the creation, formation, management or operation of the Association or the Committee; (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration or the Property; or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Association, the Committee, the Property or the duties and obligations of the Association or Committee pursuant to this Declaration.

SECTION 17.3. Severability. Invalidation of any one or more 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 17.4. Covenants Run with the Land. 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 Declarant, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns for a period 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.

SECTION 17.5. Amendment. This Declaration may be amended by Declarant without a vote of the lot owners as long as Declarant owns any lots in the Property, and may be amended by an instrument signed by Owners comprising not less than sixty-seven percent (67%) of the total votes collectively held by all classes of Members with the written consent of mortgagees holding at least fifty-one percent (51%) of the outstanding mortgages on the Property; PROVIDED, HOWEVER, until the completion of construction of residences on all lots within the Property, no such amendment shall be valid or effective without the joinder of Declarant unless such party waives its right to consent to such amendment. Any such amendment (other than amendments by Declarant) that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees holding at least sixty-seven percent (67%) of the outstanding mortgages on the Property and any phases annexed thereto. Notwithstanding the foregoing, in the event Declarant desires to amend this Declaration: (x) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, (y) for the sole purpose of causing this Declaration to comply with rules, regulation or guidelines as may be required by either the Federal Housing Administration (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Property to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage

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Platte County, Missouri

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loans made on Lots in the Property, or (2) for the sole purpose of captioning this Declaration to comply with the requirements of any statutes, ordinances, laws or regulations applicable thereto, Declarant shall give notice of any such amendments to all Owners and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. In addition, Declarant may amend this Declaration to annex the Additional Land to the Property and to ensure that the Declaration appropriately accommodates the annexation of the Additional Land, as provided in Section 12.1 hereof, without any consents. In furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, as attorney-in-fact to so amend the Declaration as provided in this Section 17.5, and each deed, mortgage or other instrument with respect to a Lot and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power to said attorney-in-fact. Any amendment must be recorded with the Recorders of Deeds of Clay County, Missouri and Platte County, Missouri.

SECTION 17.6. Quorum. Meeting quorums shall be as set forth in the Bylaws.

SECTION 17.7. Notices. A written or printed notice personally delivered or deposited in the United States mail with postage thereon prepaid and addressed to the respective Owner or to Declarant or the Association shall be deemed to be sufficient and proper notice pursuant to the terms of this Declaration. Notices to Declarant and to the Association should be delivered or mailed to: Pulte Homes of Greater Kansas City, Inc., 15700 College Boulevard, Suite #201, Lenexa, Kansas 66219 or to such other address or addresses as the Declarant and Association may advise from time to time.

[Signature Page to Follow]

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EXHIBIT A
Legal Description of Property

All of Lots 27 through 31, inclusive; Lots 35 through 47, inclusive; Lots 61 through 76, inclusive; and Lots 85 through 99, inclusive; together with Tract "A", Tract "B", and Tract "E", KINSLEY FOREST ESTATES FIRST PLAT, a subdivision in the City of Kansas City, situated in both Clay County, Missouri and Platte County, Missouri, according to the plat thereof, recorded _____, 2005 as Document No. _____ in Book _____ at Page _____ in the office of the Recorder of Deeds of Clay County, Missouri and also recorded August 10, 2005 as Document No. 14462 in Book 20 at Page 103 in the office of the Recorder of Deeds of Platte County, Missouri

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Platte County, Missouri

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EXHIBIT B

Restrictions on Fences

Lots within the Property shall be subject to the following restrictions with respect to fences:

Restrictions shall be determined by the Board of Directors.

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<http://www.co.platte.mo.us/>

Platte County, Missouri 003985

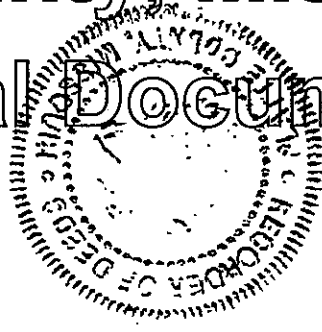
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STATE OF MISSOURI SS
COUNTY OF PLATTE
I CERTIFY INSTRUMENT RECEIVED

2006 MAR 10 P 3:06

RECORDED BOOK 1078 PG 181
IDA COX, PLATTE CO. RECORDER

*Loni Louis
Deputy*



Date: March 10, 2006

Document Title: Supplemental Declaration Annexation of Kinsley Forest Estates, Second Plat Property to Kinsley Forest the Valley Declaration of Covenants, Conditions and Restitutions

✓
Grantor: Pulte Homes of Greater Kansas City, Inc

Grantee: Kinsley Forest the Valley HOA

Granting Mailing Address: 15700 College Blvd, Ste #201
Lenexa, KS 66219

Legal Description: Attached – exhibit A

BK 1078 PG 181

Platte County, Missouri

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**SUPPLEMENTAL DECLARATION
ANNEXATION OF KINSLEY FOREST ESTATES, SECOND PLAT
PROPERTY TO
KINSLEY FOREST THE VALLEY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
KANSAS CITY, MISSOURI**

THIS SUPPLEMENTAL DECLARATION is made and entered into this 9th day of MARCH, 2006, by the PULTE HOMES OF GREATER KANSAS CITY, INC., a Michigan corporation, as "Declarant" under the "Declaration", as hereinafter defined.

PURPOSE

The purpose of this Supplemental Declaration is to subject the following described property to the Kinsley Forest The Valley Declaration of Covenants, Conditions and Restrictions, Kansas City, Missouri (the "**Declaration**"), recorded in the office of the Clay County, Missouri Recorder of Deeds on August 10, 2005 as Document No. 2005038136, in Book 5100 at Page 133, and also recorded in the office of the Platte County, Missouri Recorder of Deeds on August 10, 2005 as Document No. 014464, in Book 1064 at Page 244.

DESCRIPTION OF PROPERTY

The real property which is the subject of this Supplemental Declaration (the "**Additional Land**") is legally described on Exhibit A attached hereto and incorporated herein by this reference.

ANNEXATION

This Supplemental Declaration is being effected pursuant to Article 12 of the Declaration. The Additional Land is hereby annexed to the "Property" described in the Declaration and made subject to all of the benefits, burdens, terms and conditions of the Declaration as of the date hereof. The Declaration, as extended to the Additional Land by this Supplemental Declaration, shall continue in full force and effect in accordance with its terms.

(Signature page follows)

Platte County, Missouri

BK 1078 PG 0181 003985

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EXHIBIT A

Legal description of Annexed Property

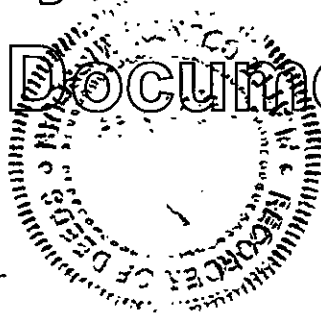
All of Lots 12 through 26, inclusive; Lots 48 through 58, inclusive; Lot 60; Lots 77 through 84, inclusive; Lots 100 through 107, inclusive, KINSLEY FOREST ESTATES SECOND PLAT, a subdivision in the City of Kansas City, situated in both Clay County, Missouri and Platte County, Missouri, according to the plat thereof, recorded December 13, 2005 as Document No. 2005060252 in Book G at Page 30 in the office of the Recorder of Deeds of Clay County, Missouri and also recorded December 13, 2005 as Document No. 023241 in Book 20 at Page 127 in the office of the Recorder of Deeds of Platte County, Missouri

3/2

Platte County, Missouri 017689

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STATE OF MISSOURI
COUNTY OF PLATTE
2006 OCT 12 P 4:04



RECORDED BOOK 1091 PG 819
IDA COX-PLATTE CO. RECORDER

Gloria Boyer 21.75
Deputy 17.25

Document Title: Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Kinsley Forest the Valley

Document Date: September 29, 2006

Grantor: Pulte Homes of Greater Kansas City, Inc.

Grantee: Kinsley Forest the Valley HOA

Grantee's Mailing Address: 15700 College Blvd., Ste 201, Lenexa, KS 66219

Legal Description: See Exhibit A

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<http://www.co.platte.mo.us/>

Pulte Homes

Platte County, Missouri

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**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KINSLEY FOREST THE VALLEY
A SUBDIVISION IN THE CITY OF KANSAS CITY, MISSOURI**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Kinsley Forest The Valley, a Subdivision in the City of Kansas City, Clay County, Missouri, and in Platte County, Missouri (this "**Second Amendment**") is entered into effective as of September 29th, 2006 by **Pulte Homes of Greater Kansas City, Inc.**, a Michigan corporation, as "**Declarant**".

RECITALS:

A. Declarant is the current owner of certain lots within KINSLEY FOREST THE VALLEY Subdivision (the "**Property**") located in the City of Kansas City, Clay County, Missouri, and in Platte County, Missouri. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Kinsley Forest The Valley, a Subdivision in the City of Kansas City, Clay County, Missouri and in Platte County, Missouri, which was recorded by Declarant on August 11, 2005 as Document No. 2005038133 in Book 5100, Page 133 of the real estate records of the Recorder of Deeds, Clay County, Missouri, and which was recorded by Declarant on August 10, 2005 as Document 014464 in Book 1064, Page 244 of the real estate records of the Recorder of Deeds, Platte County, Missouri, and as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Kinsley Forest the Valley, a Subdivision in the City of Kansas City, Clay County, Missouri and in Platt

Platte County, Missouri

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County, Missouri, which was recorded by Declarant on December 13, 2005 as Document No. 2005060253 in Book 5234, Page 96 and re-recorded by Declarant on March 10, 2006 as Document 2006009993 in Book 5311, Page 142 of the real estate records of the Recorder of Deeds, Clay County, Missouri, and which was recorded by Declarant on December 13, 2005 as Document 023242 in Book 1072, Page 0989 and re-recorded by Declarant on March 10, 2006 as Document 003982 in Book 1078, Page 0178 of the real estate records of the Register of Deeds, Platte County, Missouri, and as supplemented by that certain Supplemental Declaration Annexation of Kinsley Forest Estates, Second Plat Property to Kinsley Forest the Valley Declaration of Covenants, Conditions and Restrictions for Kinsley Forest The Valley, a Subdivision in the City of Kansas City, Clay County, Missouri, which was recorded by Declarant on March 10, 2006 as Document No. 2006009996 in Book 5311, Page 145 of the real estate records of the Recorder of Deeds, Clay County, Missouri, and which was recorded by Declarant on March 10, 2006 as Document 003985 in Book 1078, Page 0181 of the real estate records of the Recorder of Deeds, Platte County, Missouri (as amended and supplemented, the "Declaration").

B. The Property is subject to the terms and conditions of the Declaration and is legally described on Exhibit A attached hereto and made a part of this Second Amendment by this reference. All capitalized and non-capitalized terms which are not otherwise defined herein shall have the meanings prescribed for such terms in the Declaration.

C. Pursuant to Article 17, Section 17.5 of the Declaration, which reserves to Declarant the right to amend the Declaration, and in furtherance of the purposes and protections declared by the Declaration, Declarant desires to supplement certain provisions thereof, as follows:

NOW, THEREFORE, Declarant does hereby declare that the Declaration is amended as follows:

Platte County, Missouri

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~~Article 3, Voting Rights in the Association~~ Section 3.1(b)(ii).
Section 3.1(b)(ii) of the Declaration is deleted in its entirety and is replaced with the following:

- (ii) "One hundred twenty (120) days after the date by which ninety-five percent (95%) of the Lots have been conveyed by Declarant to Owners. For purposes of this Section 3.1(b)(ii), the foregoing 95% threshold shall be determined as follows: (x) if the Declarant has failed to start construction of any dwelling unit on a phase of the Additional Land that has not yet been annexed to the Property within the said 120 day period, then on the basis of only those Lots that have been submitted to this Declaration either as a part of the original Property or as Additional Land or as a phase thereof annexed to the Property, or (y) if Declarant has started construction of a dwelling unit on any Lot in a phase of the Additional Land that has not yet been annexed to the Property within such one hundred twenty (120) day period, then on the basis of the combined total of the Lots then comprising the Property and those contained in such phase of the Additional Land that is thereafter annexed to the Property. For purposes hereof, the term "started construction" shall mean the excavation of a building site on one Lot within the boundaries of a phase; or"

2. **Miscellaneous.** The Declaration, as amended by this Second Amendment, shall continue in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

Platte County, Missouri

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IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the day and year first above written.

Declarant:

PULTE HOMES OF GREATER KANSAS CITY, INC.,
a Michigan corporation

By: _____

Todd Lipschutz, President

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

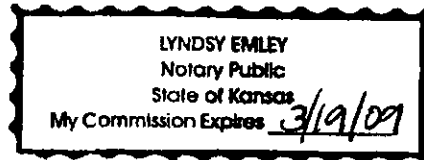
BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared TODD LIPSCHUTZ, President of PULTE HOMES OF GREATER KANSAS CITY, INC., a Michigan corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of Pulte Homes of Greater Kansas City, Inc., in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of Sept., 2006.

[SEAL]

Lyndsy Emley
Printed Name: Lyndsy Emley
Notary Public

My Commission Expires:
3/19/09



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Platte County, Missouri

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EXHIBIT A

Legal Description of Property

All of Lots 27 through 31, inclusive; Lots 35 through 47, inclusive; Lots 61 through 76, inclusive; and Lots 85 through 99, inclusive; together with Tract "A", Tract "B", and Tract "E", KINSLEY FOREST ESTATES FIRST PLAT, a subdivision in the City of Kansas City, situated in both Clay County, Missouri and Platte County, Missouri, according to the plat thereof, recorded August 11, 2005 as Document No. 2005038134 in Book G at Page 5 in the office of the Recorder of Deeds of Clay County, Missouri and also recorded August 10, 2005 as Document No. 014462 in Book 20 at Page 103 in the office of the Recorder of Deeds of Platte County, Missouri

AND

All of Lots 12 through 26, inclusive; Lots 48 through 58, inclusive; Lot 60; Lots 77 through 84, inclusive; Lots 100 through 107, inclusive, KINSLEY FOREST ESTATES SECOND PLAT, a subdivision in the City of Kansas City, situated in both Clay County Missouri and Platte County, Missouri, according to the plat thereof, recorded December 13, 2005 as Document No. 2005060252 in Book G at Page 30 in the office of the Recorder of Deeds of Clay County, Missouri and also recorded December 13, 2005 as Document No. 023241 in Book 20 at Page 127 in the office of the Recorder of Deeds of Platte County, Missouri.

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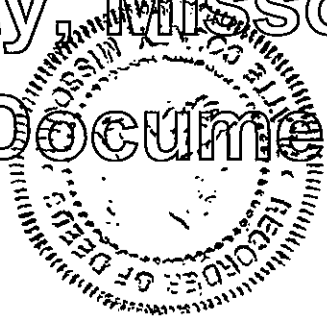
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Platte County, Missouri

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STATE OF MISSOURI
COUNTY OF PLATTE, SS
CERTIFIED INSTRUMENT RECEIVED
2005 AUG 10 P 3:41 P



RECORDED BOOK 1064 PG 243
IDA COX, PLATTE CO. RECORDER

Gloria Boyer 63.75
Deputy 17.25

RECORDING COVER SHEET

Document Title: Kinsley Forest Master Declaration

Document Date: August 10, 2005

Grantor: *PULTE HOMES OF GREATER KANSAS CITY, INC.*
A MICHIGAN CORPORATION

Grantee: *KINSLEY FOREST ESTATES FIRST PLAT*

Grantee's Mailing Address:
(if applicable)

Legal Description: Kinsley Forest First Plat

Reference Book & Page:
(if applicable.)

BK 1064 PG 0243

This document has been recorded in the
Platte County Recorder's Office. Contact this
office for certified copies: Recorder of Deeds
- Ida Cox, 415 3rd St., Suite 70, Platte City,
MO 64079, (816) 858-3326

/Schlage Assoc. - WPA <http://www.co.platte.mo.us/>

Platte County, Missouri

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KINSLEY FOREST

MASTER DECLARATION

KANSAS CITY, MISSOURI

<http://www.co.platte.mo.us/>

Platte County, Missouri

EX-1064 PG 0243

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KINSLEY FOREST
MASTER DECLARATION

THIS MASTER DECLARATION, made as of this _____ day of _____ 2005, by PULTE HOMES OF GREATER KANSAS CITY, INC., a Michigan corporation ("**Declarant**"),

RECITALS:

A. Declarant is the owner of the real property in Clay County, Missouri, and in Platte County, Missouri, described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "**Project Area**"); and

B. Declarant intends (but shall not be obligated) to develop the Project Area, or cause it to be developed, in stages, either itself, by affiliates or by third parties, as a first-class residential development containing any one or more of the following: single-family residences, town homes, duplexes, condominiums, together with such other uses as Declarant shall determine; and

C. The Project Area shall be conveyed to third parties, subject to certain protective easements, restrictions, covenants, conditions, reservations, liens and charges as hereinafter set forth in this Master Declaration.

D. Declarant also desires to create a master homeowners association, whose members shall be the homeowners associations formed to represent individual owners within the lots in the Project Area for the purpose of maintaining the appearance and quality of certain Common Facilities which are intended to serve the entire Project Area and for the other purposes hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Project Area shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges, which are for the purpose of protecting the value and desirability of the Project Area, and which shall run with the Project Area property and be binding on and shall inure to the benefit of all parties having any right, title or interest in the described Project Area or any part thereof, including their heirs, successors and assigns. Further, Declarant does hereby create and establish the Kinsley Forest Master Homeowners Association (the "**Master Association**") and does hereby subject the Project Area to the terms, provisions, covenants, restrictions and assessments set forth in this Master Declaration.

DEFINITIONS OF TERMS USED.

The following terms as used in this Master Declaration shall, unless the context clearly requires otherwise, have the meanings set out below.

(A) Approved Subsidiary Association. The term "**Approved Subsidiary Association**" shall mean a Subsidiary Association whose documents and instruments

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(and amendments thereto) shall have been approved by Declarant in accordance with the provisions of Section 4 of this Master Declaration.

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(B) Common Facilities. The term "**Common Facilities**" shall mean (i) all areas and facilities within the Project Area designated by Declarant for the general use or benefit of all Owners, tenants and occupants of the Project Area, which may include, without limitation, any lakes (and dams in respect thereof), landscaped areas, jogging trails, walkways, playgrounds, seating areas, green space, median strips in public streets, special and decorative lighting, sidewalks, signs, landscaping features, monuments, bridges, entrance structures; (ii) any land (and improvements thereon) deeded to the Master Association by or at the direction of Declarant; and (iii) any easement or other rights of use granted to the Master Association by or at the direction of Declarant; PROVIDED, HOWEVER, the term "Common Facilities" shall not include any areas or facilities on any Lot or Subsidiary Association Area except for such easements and other rights of use described under clause (iii). Declarant may designate areas, improvements and facilities as Common Facilities from time to time at its discretion.

(C) Lot; Lot Owner. The term "**Lot**" shall mean each separate parcel within a Subsidiary Association Area, as shown on a Recorded subdivision plat thereof, which is intended for individual ownership. The term "**Lot Owner**" shall mean the then holder or holders of record of fee simple title to each Lot.

(D) Master Declaration. The term "**Master Declaration**" shall refer to this Kinsley Forest Master Declaration.

(E) Member. The term "**Member**" shall mean each Subsidiary Association as provided in Section 1 of this Master Declaration.

(F) Owner. The term "**Owner**" shall mean a Lot Owner.

(G) Project Area. The term "**Project Area**" shall mean the property described on Exhibit A attached hereto. If or when other land shall, in the manner provided in Section 3 of this Declaration, be added to the land described in said Exhibit A, the term "Project Area" shall thereafter include such additional land.

(H) Recording. The term "**Recording**" shall mean the filing of a document for record in the Office of the Recorders of Deeds for Clay County, Missouri and Platte County, Missouri. A "Recorded" document is one so filed.

(I) Subsidiary Association. The term "**Subsidiary Association**" shall mean a homeowners association duly formed pursuant to a Recorded declaration and incorporated under the laws of the State of Missouri as a non-profit corporation to serve as agent and representative of the owners of individual Lots within a portion of the Project Area.

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Platte County, Missouri

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(J) Subsidiary Association Area. The term "Subsidiary Association Area" shall mean each portion of the Project Area which is then subject to the Recorded declaration of a Subsidiary Association.

(K) Subsidiary Declaration. The term "Subsidiary Declaration" shall refer to those certain (i) Kinsley Forest Declaration of Covenants, Conditions and Restrictions, and (ii) Kinsley Forest Townhomes Declaration of Covenants, Conditions and Restriction of even date herewith executed by Declarant, as the same may be modified or amended from time to time.

SECTION 1. MEMBERSHIP IN MASTER ASSOCIATION.

(A) Formation of Master Association. The Master Association, hereby created and established, shall be incorporated under the laws of the State of Missouri as a non-profit corporation. In addition to the rights and powers of the Master Association set forth in this Master Declaration, it shall have such rights and powers as are set forth in its Articles of Incorporation and Bylaws, provided such Articles and Bylaws are not inconsistent with the provisions of this Master Declaration.

(B) Membership. Each Subsidiary Association shall automatically become a Member of the Master Association upon the later of (i) the Recording of the declaration of such Subsidiary Association, or (ii) the Recording of this Master Declaration.

The rights and obligations of each Member of the Master Association as set forth herein and in the Master Association's Articles of Incorporation and Bylaws shall run with the land and shall be binding upon and inure to the benefit of the grantees, heirs, personal representatives, successors and assigns of each Member and Owner. Subject to the provisions of Section 13, the foregoing shall not be deemed or construed to give any Member or Owner any right to assign, independently of a transfer or conveyance of land in the Project Area, any rights or obligations created by or arising from this Master Declaration, and any such attempted assignment shall be not merely voidable but absolutely null and void.

Declarant shall be the sole judge (acting in good faith) of the qualification of Members and of their right to participate in meetings and proceedings of the Master Association as set forth herein and in the Master Association's Articles of Incorporation or Bylaws, for as long as Declarant controls the Board of Directors of the Master Association as provided in Section 2 of this Declaration; thereafter, Members of the Master Association shall be the sole judge of such qualification and right to participate.

(C) Voting Rights. Voting rights, which shall be exercisable only at such times and in such manner as provided herein and in the Articles of Incorporation or Bylaws of the Master Association, shall be vested in each Member in the proportion which the amount of assessed property values (as such values are assessed year to year by the county assessor's office) contained within the Member's respective Subsidiary Association Area

Platte County, Missouri

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bears to the total amount of assessed values in all such Areas, determined on a percentage basis, with the total number of votes allocable to all Members to be one hundred (100).

Notwithstanding the foregoing, so long as Developer controls the Board of Directors of the Master Association as provided in Section 2 of this Declaration, Developer shall have the right, at any time and from time to time, by Recording an amendment hereto, to change the foregoing percentage formula and the corresponding number of votes allocated to Members to conform to any changes Developer may make in the Project Area or to reflect the addition of land to the Project Area.

Each Member shall cast all of its votes as a single block. During all times (i) that a Subsidiary Association is not an Approved Subsidiary Association within the provisions of Section 4 of this Master Declaration, and (ii) prior to the Recording of the declaration of an Approved Subsidiary Association, the voting rights of such Subsidiary Association shall be exercised (x) by Declarant, and (y) thereafter by the Master Association.

SECTION 2. CONTROL OF MASTER ASSOCIATION.

(A) Initial Board. The Articles of Incorporation and Bylaws of the Master Association shall provide for a Board of Directors which shall have exclusive authority to manage and control the affairs of the Master Association. The initial Board shall consist of four (4) directors, each of whom shall be an employee, representative or designee of Declarant, and who shall be appointed, removed and replaced by Declarant in its sole discretion until the time provided in paragraph (B) of this Section. The directors of the subsequent Boards of Directors of the Master Association in each instance shall consist of persons who are concurrently serving as directors of one or more Subsidiary Associations.

(B) Election by Members. Upon (i) written notice by Declarant to the Members that Declarant relinquishes control, or (ii) the expiration of ten (10) years from the date of Recording of this Master Declaration, whichever shall first occur, the number of Directors shall automatically be changed to correspond with the number of Subsidiary Association Areas then contained within the Project Area, as specified in this Master Declaration as then amended, plus one (1), and the Members shall be entitled to then elect the entire Board of Directors, in accordance with the provisions of the Master Association's Articles of Incorporation or Bylaws. Each Board of Directors elected by the Members shall consist of one (1) director to be selected by each Member of the Master Association, and one (1) at-large director to be elected by majority vote.

SECTION 3. CHANGES IN PROJECT AREA; ADDITION AND DEDICATION OF LANDS.

Subject to the provisions of Section 10 of this Master Declaration, so long as Declarant controls the Board of Directors of the Master Association as provided in Section 2 of this

Platte County, Missouri

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Declaration. Declarant may, in its sole discretion, without the consent of any Member, Owner or other person or entity, (i) divide any Subsidiary Association Area by Declarant, its successors or assigns, into two or more such Areas, (ii) combine any two or more Subsidiary Association Areas owned by Declarant, its successors or assigns, into a single Area, (iii) add to the Project Area such land as may be owned or approved for addition by Declarant, or (iv) dedicate portions of the Project Area owned by Declarant to any governmental or quasi-governmental body (including, without limitation, the City of Kansas City, Missouri), if, in Declarant's sole discretion, such dedication will benefit the Project Area as a whole. Upon making any such change, addition or dedication, Declarant shall Record an amendment to this Master Declaration, which amendment shall include an adjustment of the acreage percentages and the corresponding number of votes allocated to each Member, in accordance with the provisions of subsection (C) of Section 1 of this Master Declaration.

SECTION 4. APPROVAL OF DOCUMENTS.

(A) Right of Approval. So long as Declarant controls the Master Association's Board of Directors, as provided in subsection (A) of Section 2 of this Declaration, each Subsidiary Association shall submit to Declarant for review and approval (such review and approval to be limited as hereinafter provided), prior to adoption, execution or Recording thereof, (i) all documents and instruments relating to the creation or operation of a Subsidiary Association, and (ii) all documents and instruments relating to appearance, condition, maintenance or repair of a Subsidiary Association Area or assessments or charges with respect thereto, as well as all amendments or modifications thereof (the documents and instruments described in clauses (i) and (ii) being herein called the "Documents", but the term "Documents" shall exclude all mortgages and occupancy leases). Declarant shall have the right to reasonably approve or disapprove any provisions of such Documents relating to (i) the appearance, condition, maintenance or repair of any portion of such Subsidiary Association Area or improvements thereon, and (ii) the adequacy of assessments or charges levied or to be levied by the Subsidiary Association against its Subsidiary Association Area. The Documents subject to the aforesaid right of reasonable approval shall include, without limitation: the declaration, articles of incorporation and bylaws of each Subsidiary Association; any documents granting or reserving easements affecting land within any Subsidiary Association Area (other than public utility easements); any documents subjecting any land within any Subsidiary Association Area to conditions, covenants, restrictions, reservations, charges, servitudes, assessments or liens; and any rules or regulations promulgated or adopted by a Subsidiary Association affecting Owners, tenants or occupants of land within its Subsidiary Association Area.

(B) Initial Approval. A Subsidiary Association shall initially become an "Approved Subsidiary Association", as such term is in this Master Declaration, upon the earlier of (i) the date Declarant gives the Subsidiary Association written notice of approval of the Documents, or (ii) the expiration of thirty (30) days from the date Declarant receives such Documents from the Subsidiary Association; provided, that if within said thirty (30) day period Declarant shall notify the Subsidiary Association in writing that any provision

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of such Documents is disapproved, the Subsidiary Association shall become an Approved Subsidiary Association only upon the subsequent receipt by Declarant of revised Documents in form acceptable to it and the giving of written notice of approval thereof by Declarant to the Subsidiary Association.

(C) Amendments; Additions. Following initial approval of Documents in accordance with the foregoing provisions of subsection (B), a Subsidiary Association shall cease to be Approved if at any time it shall adopt, execute or Record any new Document or amend, add to or change an existing Document, unless the same shall first have been submitted to and approved by the Master Association in the manner provided above in subsection (B).

(D) Non-Approved Subsidiary Association. During all times that a Subsidiary Association is not Approved, (i) the voting rights of such Subsidiary Association Owner shall be exercised by Declarant or by the Master Association, as provided in Section 1 of this Master Declaration, and (ii) no Owner, tenant or occupant of land within the respective Subsidiary Association Area shall be entitled to the use or benefit of the Common Facilities.

SECTION 5. RIGHTS AND POWERS OF MASTER ASSOCIATION.

The Master Association shall have, without limitation, the following rights and powers, which it may exercise and perform whenever, in its discretion, it may deem necessary or desirable, subject to the provisions and limitations set out in this Master Declaration:

(A) Levy and Collection of Assessments and Charges; Enforcement of Liens. The Master Association shall have the right to levy and collect the assessments and charges provided for by this Master Declaration, and to enforce the liens thereby created in the manner herein provided.

(B) Enforcement of Covenants and Restrictions. The Master Association shall have the right to bring and maintain any action or proceeding to enforce, or to sue for damages as a result of the violation of, any and all covenants, conditions, restrictions, reservations, charges, servitudes or liens (collectively "**Covenants**") imposed upon any land in the Project Area by this Master Declaration or by the Subsidiary Declarations. To the extent permitted by law, the party breaching any such Covenant shall pay all costs and expenses (including reasonable attorneys' fees) of the Master Association in respect of any such action or proceeding. The Master Association shall also have the right, in its discretion, either in its own name or in the name of any one or more Members or Owners, to bring any action or proceeding to enforce, or to sue for damages as a result of the violation of, any and all Covenants created by any Subsidiary Association Documents. In the case of Covenants created by Subsidiary Association Documents, the Master Association shall exercise its right of enforcement hereunder only upon the failure or refusal of the Subsidiary Association ("**Violating Subsidiary Association**") to enforce the same within thirty (30) days after written notice from the Master Association of the need to do so,

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unless enforcement cannot be accomplished within such thirty (30) day period. In which event the Master Association shall exercise its right of enforcement only in the event the Violating Subsidiary Association fails to initiate appropriate action within such period and thereafter diligently pursue such action to completion; provided, however, in any emergency situation, as determined in the absolute discretion of the Master Association, the Master Association may exercise its right of enforcement hereunder without notice to the Violating Subsidiary Association or delay. To the extent permitted by law, the Violating Subsidiary Association shall pay all costs and expenses (including reasonable attorneys' fees) of the Master Association in respect of any such action or proceeding. If such costs and expenses are not paid within 30 days after demand therefor, the amount thereof shall constitute a lien, bearing interest, enforceable to the same extent as a lien in respect of a delinquent assessment as provided in Section 6.

Subject to the provisions of Section 4, the enforcement rights given to the Master Association in this subsection (B) shall not prevent such changes, releases or modifications as may be permitted by the instruments setting forth such Covenants, nor prevent proper parties from assigning their rights whenever the right of assignment exists, and nothing in this subsection (B) shall be construed to prevent any Owner having the right to do so from enforcing such Covenants in his or its own name.

(C) Management of Common Facilities. The Master Association shall (subject to Declarant's rights, easements and privileges under the Subsidiary Declaration) exclusively manage and control all Common Facilities and improvements thereon for the benefit of Members and Owners; provided, that such management and control shall at all times be subject to all applicable governmental laws and restrictions, and provided further that the Master Association may, in its discretion, enter into a management agreement with a management company pursuant to which the management company shall perform such functions. The Master Association shall also have the right, in its discretion, to enter into contracts and transactions with others, including Declarant and its subsidiaries and affiliates, as the Master Association may deem necessary or desirable for the purposes herein set forth, and shall have the right to engage and dismiss such agents or employees as will enable it to adequately and properly carry out the provisions of this Master Declaration. Such contracts and transactions shall not be invalidated or in any way affected by the fact that one or more directors of the Master Association is employed by or otherwise connected with Declarant, its subsidiaries or affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the contract or transaction is fair and reasonable. Any such interested director may be counted in determining the existence of a quorum at the meeting of the Master Association's Board of Directors which shall authorize such contract or transaction, and such director may vote thereon with the same force and effect as if he or she were not interested.

The Master Association shall accept title to any lands and improvements thereon which may be deeded to it by or at the election of Declarant, including, without limitation, any lakes, landscaped areas, jogging trails, walkways, parkways, green space, walls, median strips in public streets, special or decorative lighting, monuments,

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bridges and entrance structures, and the Master Association shall accept any easement or other usage rights conveyed to it by or at the direction of Declarant.

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In connection with the management and control of the Common Facilities, the Master Association shall have the right, in its discretion, to do or cause to be done the following, without limitation:

- (1) Employ duly qualified peace officers to provide such police protection as the Board of Directors may deem necessary or desirable, in addition to that provided by public sources.
- (2) Exercise control over such easements and usage rights as the Master Association may acquire from time to time.
- (3) Acquire by lease or hold title to such real estate as may be reasonably necessary in order to carry out the purposes herein set forth; pay taxes and assessments on real estate owned or leased by it; and pay taxes and assessments imposed upon land and improvements in the Common Facilities.
- (4) Obtain fire and extended coverage insurance, or such other property insurance, in such amounts and from such companies, as the Board of Directors may deem appropriate, insuring improvements in the Common Facilities against loss or damage by fire or other casualty; and obtain public liability insurance with respect to the Common Facilities in such amounts and from such companies as the Board of Directors may deem appropriate, naming as insureds Declarant and its agents and employees (so long as Declarant owns any land within the Project Area or controls the Master Association's Board of Directors), each member of the Board of Directors, any management company under any management contract covering the Common Facilities, and its agents and employees, and any other persons or entities designated by the Board in its discretion.
- (5) Obtain policies of directors' and officers' liability insurance and fidelity insurance or fidelity bonds.
- (6) Borrow money in such amounts, at such rates of interest, upon such terms and security and for such periods of time as the Master Association may deem necessary or appropriate, in its sole discretion; provided, that the foregoing shall not be construed to give the Master Association any right to mortgage the Common Facilities.
- (7) Adopt and enforce such reasonable rules and regulations pertaining to the use of the Common Facilities as may be necessary or appropriate, in the Board of Director's absolute discretion, to preserve or enhance the appearance or quality of the Common Facilities or the safety or convenience of the users thereof or otherwise to promote the best interests of Owners, tenants and occupants of land within the Project Area, and to amend or add to such rules and regulations at any time and from time to time.

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(D) **Maintenance and Repair of Common Facilities.** The Master Association shall maintain the Common Facilities throughout the Project Area in good condition, appearance and repair on as uniform a basis as reasonably practicable. In connection with maintenance of the Common Facilities, the Master Association shall have the right, in its discretion, to do or cause to be done the following, without limitation:

(1) Care for, spray, trim, protect and replant trees on streets and in other Common Facilities and care for, protect and replant shrubbery and grass and replace sod in the Common Facilities.

(2) Mow, care for, maintain and remove rubbish from the Common Facilities, and do any other things necessary or desirable in the judgment of the Board of Directors to keep the Common Facilities in good order and neat in appearance.

(3) Plow and remove snow from the Common Facilities when such services are not available from any public source.

(4) Construct, reconstruct, relocate, maintain and repair any walls along streets or sideyards fronting on streets; maintain sprinkler systems, playgrounds, walkways, jogging trails, gateways, entrances, drinking fountains, seating areas, monuments and other features now existing or hereafter erected or created in the Common Facilities, including replacement thereof when necessary; and clean and maintain any lakes, streams or natural or manmade watercourses constituting Common Facilities, including draining thereof when necessary.

(5) Provide and maintain such lighting as the Board of Directors may deem advisable on streets, parks, parking areas, pedestrian ways, gateways, entrances or elsewhere in the Common Facilities.

(6) Clean streets, gutters, catch basins, sidewalks, storm sewers and appurtenant drainage facilities within the Common Facilities when such services are not available from any public source.

(7) Erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons when such services are not available from any public source.

SECTION 6. ASSESSMENTS.

(A) Annual Assessments. In order to provide funds for the purposes and uses herein specified and to enable the Master Association to exercise the powers, maintain the improvements and render the services herein provided for, each Member of the Master Association, on the first day of each fiscal year of the Master Association, shall be subject to an annual assessment which may be levied by the Master Association from year to year. Each Member shall pay such assessment to the Master Association annually, in advance. The amount payable by each Member shall be a proportionate share

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of the total annual assessment designated by the Master Association's Board of Directors, such share to be determined in accordance with the total tax-assessed property value of the Lots within each Member's association area, as such percentage may be hereafter amended. The total amount of each annual assessment shall be determined by the Board in its discretion. Each fiscal year shall begin and end on such dates as shall be determined by the Board of Directors of the Master Association.

(B) Special Assessments. The Board of Directors may at any time or times during a fiscal year, if necessary in the Board's discretion to enable the Master Association to carry out the purposes herein specified, assess against each Member a special assessment over and above the annual assessment authorized by subsection (A) of this Section; provided, however, that from and after the time when the members assume control of the Board of Directors of the Master Association, as provided in Section 2 of this Declaration, special assessments shall be levied only if approved by an affirmative vote of at least fifty percent (50%), in voting power and not in numbers, of the Members present at a meeting duly noticed and called for such purpose in accordance with the Articles of Incorporation or Bylaws of the Master Association. Each Member shall pay a proportionate share of the total amount of each special assessment, determined in the same manner as set forth in subsection (A) of this Section for annual assessments, such payment to be due no sooner than thirty (30) days after notice thereof is given to Members.

(C) Notice of Assessments. The Master Association shall notify each Member whose address is then listed with the Master Association, at least thirty (30) days in advance of the due date, of the amount of each annual and special assessment owed by such Member and the date when such assessment is due. A written notice deposited in a United States Post Office with postage prepaid and addressed to the Member at the last address listed with the Association shall be sufficient notice for this purpose or for any other purpose of this Declaration where notice is required.

(D) Liens on Real Estate. The annual and special assessments hereinabove provided for, together with interest on unpaid assessments and the Master Association's costs and expenses of enforcement, shall become liens on real estate as hereinafter provided.

(1) Each annual and special assessment provided for in subsections (A) and (B) above shall become a lien as of the date on which such assessment is due. An unpaid assessment shall bear interest from the due date at the lesser of (i) the rate of ten percent (10%) per annum, or (ii) the maximum interest rate chargeable to the Member under applicable law, which interest shall likewise constitute a lien on real estate. The Master Association shall be entitled, to the extent permitted by law, to collect the Master Association's costs and expenses in connection with enforcement of the foregoing liens, including reasonable attorneys' fees, which costs and expenses shall also constitute a lien on real estate.

(2) Assessments, accrued interest thereon and costs and expenses of enforcement (collectively "Assessments") shall constitute liens on the following real estate:

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assessments against a Subsidiary Association Member shall constitute liens on the individual Lots within the respective Subsidiary Association Area, the amount of the lien against each such Lot to be a fraction of the total amount of such Assessments, the numerator of which shall be the number of square feet contained in such Lot and the denominator of which shall be the total number of square feet contained in all Lots in such Subsidiary Association Area. Each affected Lot Owner shall have the right to pay the lien against his Lot and thereby have the Lot released from the effect of such lien as hereinafter provided in subsection (E).

(E) Enforcement of Liens. Annual or special assessments shall become delinquent thirty (30) days after the date on which they are due, and the Assessments may then be enforced as liens on real estate in proceedings in any court in Clay County, Missouri, and in Platte County, Missouri, having jurisdiction of suits for the enforcement of such liens. Assessments against a Subsidiary Association Member shall be enforceable, in fractional amounts thereof as provided above in subsection (D), against the individual Lots in such Subsidiary Association Area. The Master Association shall give written notice to each affected Lot Owner whose address is listed with the Master Association of the amount of the fractional share of the Assessments constituting the lien on such Lot, and of such Lot Owner's right to discharge the lien by paying the full fractional share allocated to his Lot within thirty (30) days from the date of the notice. If payment is not made within such thirty (30) day period, the Master Association may proceed to enforce such lien in the manner provided above in this subsection (E). Notwithstanding the foregoing, if the address of any Lot Owner is not then listed with the Master Association, the Master Association shall have no duty to comply with the above procedure, and may proceed to enforce the lien against such Lot without notice or delay.

Such liens shall be prior and superior to any liens created by assessments of any Subsidiary Association, but shall be inferior and subordinate to the lien of any valid mortgage now existing or hereafter placed on real estate within the Project Area, which mortgage secures the payment of a loan made by a bank, savings and loan association or other institutional lender.

(F) No Waiver of Assessments. No Member of the Master Association shall be exempt from payment of the assessments and charges imposed pursuant to the provisions of this Declaration by waiver of the use or enjoyment of the Common Facilities by such Member or by any Lot Owner, or by abandonment of any part of the land within the Project Area.

(G) Right to Levy Assessments. So long as Declarant shall control the Board of Directors as provided in Section 2, the right of the Board of Directors to levy assessments pursuant to Subsections (A) and (B) of this Section shall be exercised reasonably.

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(H) Suspension of Use of Common Facilities. During any period in which an unpaid assessment of any Member is delinquent, as provided in subsection (E) of this Section, no Owner, tenant, or occupant of land within the Subsidiary Association Area or Tract of such Member shall be entitled to the use or benefit of the Common Facilities, and the Master Association may take all reasonable action to preclude such use or benefit.

SECTION 7. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.

The Master Association shall notify all Members of the official address of the Association, the time and place of the regular meetings of the Association, the place where payments shall be made and any other business of the Association to be transacted, and in the case of any change of such address, the Association shall notify all the Members of the new address.

SECTION 8. PERFORMANCE OF ASSOCIATION'S DUTIES BY DECLARANT.

Prior to the actual organization or incorporation of the Master Association contemplated by this Master Declaration, Declarant shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments and otherwise exercise the powers herein given to the Master Association in the same manner as though such powers and duties were herein given directly to Declarant.

SECTION 9. OBSERVANCE OF LAWS.

The Master Association shall at all times observe all state, county, city and other laws, and if at any time any provision of this Master Declaration shall be found to be in conflict therewith, then such conflicting provision shall become null and void, but no other part of this Master Declaration shall be affected thereby.

SECTION 10. AMENDMENT.

(A) By Declarant. As long as Declarant controls the Board of Directors as provided in Section 2 of this Master Declaration, Declarant shall have the right, in its discretion, to amend this Master Declaration at any time and from time to time without the consent of any Member, Owner or any other person or entity, if necessary or desirable to in good faith carry out the purposes of the Master Association.

(B) By Members. From and after the time when the Members assume control of the Board of Directors, as provided in Section 2 of this Master Declaration, the Members shall have the right to amend this Master Declaration upon written consent of members entitled to cast at least two-thirds (2/3) of the votes of all Members.

(C) Effective Date of Amendments. Any amendment to this Master Declaration shall take effect on the date of Recording thereof.

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SECTION 11. TERMINATION Unofficial Document

Notwithstanding the provisions of subsection (A) of this Section, this Master Declaration may be terminated at any time with the written consent of all of the Members of the Master Association; PROVIDED, HOWEVER, that (i) so long as Declarant controls the Board of Directors in accordance with Section 2 no such termination shall be effective without Declarant's prior written consent, and (ii) no such termination shall be effective until a proper instrument in writing has been executed, acknowledged and Recorded.

SECTION 12. COVENANTS RUNNING WITH THE LAND.

The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns for a period 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.

SECTION 13. ASSIGNMENT.

Any and all of the rights, powers and obligations of Declarant herein contained may be assigned to any person or entity which will assume the obligations of Declarant pertaining to the particular rights and power assigned, and upon the execution and Recording of a document of assignment whereby the assignee agrees to assume and perform such obligations, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations as are given to and assumed by Declarant herein, and Declarant shall thereupon be released and relieved of all liability with respect to such obligations accruing from and after the date of Recording.

Except as above set forth in this Section, no Member or Owner shall have any right to assign, independently of a transfer or conveyance of land in the Project Area, any rights or obligations created by or arising under this Declaration, and any such attempted assignment shall be not merely voidable but absolutely null and void.

SECTION 14. NO PERSONAL LIABILITY.

Notwithstanding anything set forth in this Master Declaration to the contrary, neither Declarant nor any subsidiary or affiliate of Declarant nor any director, officer, shareholder or partner of any of the foregoing, nor any transferees, executors, heirs, successors or assigns thereof, shall be personally liable for any obligation arising from this Declaration. Any judgment against any of the foregoing rendered in an action on this Declaration shall be limited to the then ownership interest of such person or entity in land in the Project Area, and no deficiency or other personal judgment, order or decree shall be rendered against such person or entity in any such action or proceeding.

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SECTION 15. WAIVER

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Neither the Master Association, Declarant, any subsidiary or affiliate of Declarant, or any director, officer, shareholder or partner of any of the foregoing, nor any transferees, executors, heirs, successors or assigns thereof, shall be liable to any Member or any Owner, tenant, licensee or occupant of any part of the Project Area by reason of any (in good faith) exercise or failure to exercise any discretion or judgment, action or inaction, or for the enforcement or failure to enforce any provision of this Declaration.

SECTION 16. SUPERIORITY OF MASTER DECLARATION.

This Master Declaration shall be superior to all Subsidiary Association Documents and in the event of any conflict between this Master Declaration and such Documents, this Master Declaration shall govern and control.

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Platte County, Missouri

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EXHIBIT A
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Legal Description

All of Lots 27 through 31, inclusive; Lots 35 through 47, inclusive; Lots 61 through 76, inclusive; and Lots 85 through 99, inclusive; together with Tract "A", Tract "B", and Tract "E", KINSLEY FOREST ESTATES FIRST PLAT, a subdivision in the City of Kansas City, situated in both Clay County, Missouri and Platte County, Missouri, according to the plat thereof, recorded _____, 2005 as Document No. _____ in Book _____ at Page _____ in the office of the Recorder of Deeds of Clay County, Missouri and also recorded AUGUST 10, 2005 as Document No. 14462 in Book 20 at Page 103 in the office of the Recorder of Deeds of Platte County, Missouri

together with

All of Block 1; together with Tract "C", Tract "D", and Tract "F", KINSLEY FOREST ESTATES FIRST PLAT, a subdivision in the City of Kansas City, situated in both Clay County, Missouri and Platte County, Missouri, according to the plat thereof, recorded _____, 2005 as Document No. _____ in Book _____ at Page _____ in the office of the Recorder of Deeds of Clay County, Missouri and also recorded AUGUST 10, 2005 as Document No. 14462 in Book 20 at Page 103 in the office of the Recorder of Deeds of Platte County, Missouri

Platte County, Missouri

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STATE OF MISSOURI SS
COUNTY OF PLATTE
CERTIFIED TRUE AND CORRECT COPY

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RECORDED BOOK 1578 PG 183
IDA COX - PLATTE CO. RECORDER

Seri Davis
Recorder



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Date: March 10, 2006

Document Title: Supplemental Declaration Annexation of Kinsley Forest Estates, Second Plat Property to Kinsley Forest Master Declaration of Covenants, Conditions and Restitutions

Grantor: Pulte Homes of Greater Kansas City, Inc

Grantee: Kinsley Forest Master HOA

Granting Mailing Address: 15700 College Blvd, Ste #201
Lenexa, KS 66219

Legal Description: Attached – exhibit A

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**SUPPLEMENTAL DECLARATION
ANNEXATION OF KINSLEY FOREST ESTATES SECOND PLAT
PROPERTY TO
KINSLEY FOREST MASTER DECLARATION
KANSAS CITY, MISSOURI**

THIS SUPPLEMENTAL DECLARATION is made and entered into this 9th day of MARCH, 2006, by the PULTE HOMES OF GREATER KANSAS CITY, INC., a Michigan corporation, as "Declarant" under the "Declaration", as hereinafter defined.

PURPOSE

The purpose of this Supplemental Declaration is to subject the following described property to the Kinsley Forest Master Declaration, Kansas City, Missouri (the "**Master Declaration**"), recorded in the office of the Clay County, Missouri Recorder of Deeds on August 10, 2005 as Document No. 2005038135, in Book 5100 at Page 132, and also recorded in the office of the Platte County, Missouri Recorder of Deeds on August 10, 2005 as Document No. 014463, in Book 1064 at Page 243.

DESCRIPTION OF PROPERTY

The real property which is the subject of this Supplemental Declaration (the "**Additional Land**") is legally described on Exhibit A attached hereto and incorporated herein by this reference.

ANNEXATION

This Supplemental Declaration is being effected pursuant to Section 3 of the Declaration. The Additional Land is hereby annexed to the "Project Area" described in the Master Declaration and made subject to all of the benefits, burdens, terms and conditions of the Master Declaration as of the date hereof. The Master Declaration, as extended to the Additional Land by this Supplemental Declaration, shall continue in full force and effect in accordance with its terms.

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EXHIBIT A

Legal description of Annexed Property

All of Lots 12 through 26, inclusive; Lots 48 through 58, inclusive; Lot 60; Lots 77 through 84, inclusive; Lots 100 through 107, inclusive; together with Tract "G", Tract "H", Tract "I" and Tract "J", KINSLEY FOREST ESTATES SECOND PLAT, a subdivision in the City of Kansas City, situated in both Clay County, Missouri and Platte County, Missouri, according to the plat thereof, recorded December 13, 2005 as Document No. 2005060252 in Book G at Page 30 in the office of the Recorder of Deeds of Clay County, Missouri and also recorded December 13, 2005 as Document No. 023241 in Book 20 at Page 127 in the office of the Recorder of Deeds of Platte County, Missouri