

**Restatement of Amendment to
Declaration of Restrictions and Declaration of the
Meadows at Summit Ridge Property Owners Association
for
Meadows at Summit Ridge**

THIS RESTATEMENT of AMENDED DECLARATION is made this 11th day of December, 2008, set forth by MEADOWS AT SUMMIT RIDGE PROPERTY OWNERS ASSOCIATION, a Missouri not-for-profit corporation, and the undersigned property owners representing more than fifty percent (50%) of fee simple title holders to the property referenced below ("Declarants").

WITNESSETH:

WHEREAS, the Declaration of Protective Covenants of Meadows at Summit Ridge (as to 1st Plat) was filed as Instrument #2001I0089354 recorded on October 31, 2001, in the Office of the Recorder of Deeds in Independence, Missouri and the Amendment to the Declaration of Restrictions of the Meadows at Summit Ridge and Declaration of Summit Ridge Property Owners Association (as to 1st Plat) was filed as Instrument #2001I0089355 recorded on October 31, 2001, in the Office of the Recorder of Deeds in Independence, Missouri;

WHEREAS, the Declaration of Protective Covenants of Meadows at Summit Ridge (as to 2nd Plat) was filed as Instrument #2002I0111089 recorded on December 2, 2002, in the Office of the Recorder of Deeds in Independence, Missouri and the Amendment to the Declaration of Restrictions of Meadows at Summit Ridge and Declaration of the Meadows at Summit Ridge Property Owners Association (as to 2nd Plat) was filed as Instrument #2002I0111090 recorded on December 2, 2002, in the Office of the Recorder of Deeds in Independence, Missouri;

WHEREAS, the Declaration of Protective Covenants of Meadows at Summit Ridge (as to 3rd Plat) was filed as Instrument #2003I0120947 recorded on October 1, 2003, in the Office of the Recorder of Deeds in Independence, Missouri and the Amendment to the Declaration of Restrictions of the Meadows at Summit Ridge and Declaration of Summit Ridge Property Owners Association (as to 3rd Plat) was filed as Instrument #2003I0120948 recorded on October 1, 2003, in the Office of the Recorder of Deeds in Independence, Missouri;

WHEREAS, the Declaration of Protective Covenants of Meadows at Summit Ridge (as to 4th Plat) was filed as Instrument #2004I0111403 recorded on December 3, 2004, in the Office of the Recorder of Deeds in Independence, Missouri and the Amendment to the Declaration of Restrictions of the Meadows at Summit Ridge and Declaration of Summit Ridge Property Owners Association (as to 4th Plat) was filed as Instrument #2004I0111404 recorded on December 3, 2004, in the Office of the Recorder of Deeds in Independence, Missouri;

WHEREAS, the Declaration of Protective Covenants of Meadows at Summit Ridge (as to 5th Plat) was filed as Instrument #2005I0078841 recorded on September 7, 2005, in the Office of the Recorder of Deeds in Independence, Missouri and the Amendment to the Declaration of Restrictions of the Meadows at Summit Ridge and Declaration of Summit Ridge Property Owners Association (as to 5th Plat) was filed as Instrument # 2005I0078842 recorded on September 7, 2005, in the Office of the Recorder of Deeds in Independence, Missouri; (hereafter collectively referred to as "Original Declarations");

WHEREAS, the Declarant and other Grantors desire to combine said Original Declarations and restate them in their entirety;

WHEREAS, pursuant to the Original Declarations, the Declarations may be amended from time to time by an instrument of agreement signed by the Owners of the fee simple title to more than fifty percent (50%) of the said Lots;

WHEREAS, Williamsburg Properties, LLC, a Missouri limited liability company, the Developer, at the time the Original Declarations were made, was the record owner of that certain property situated in Lee's Summit, Jackson County, Missouri legally described as follows:

LOTS 1 THRU 192, MEADOWS AT SUMMIT RIDGE PLATS 1-5, A
SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

Which property, along with improvements made thereon, shall constitute the Subdivision;

WHEREAS, Developer no longer owns any of the subject property and the Declarants are now the owners of the fee simple title to more than fifty percent (50%) of the Lots referenced above;

WHEREAS, Declarants desire to submit and subject the Subdivision, together with all building, improvements, and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights contained herein, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision;

WHEREAS, Declarants deem it desirable, for the efficient management of the Subdivision, to create a homeowner's association which shall exercise the powers and functions as are set forth herein;

WHEREAS, the Meadows at Summit Ridge Property Owners Association, Inc., a Missouri not-for-profit corporation (the "Association") was incorporated under the laws of the State of Missouri on May 5, 2006 for the purpose of exercising such powers and functions; and

WHEREAS, Declarants desire and intend that all persons or entities hereinafter acquiring any interest in the Subdivision shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the Subdivision.

NOW, THEREFORE, Declarants, declare that all property within the Subdivision, together with such additional land as may hereafter be subjected to this Declaration, shall hereafter be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which shall run with the land and be binding upon all property within the Subdivision and all parties having or acquiring any right, title, or interest in or to any property within the Subdivision, or any part thereof, and shall inure to the benefit of and be a burden upon each Owner, the Association, and each Association Member.

ARTICLE I.

DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows:

- 1.1 **"Additional Property"** means any additional real property which is annexed to the Subdivision, thereby becoming a part thereof and subject to this Declaration.
- 1.2 **"Architectural Review Board" or "ARB"** means the committee established in accordance with Article VIII of this Declaration.
- 1.3 **"Assessments"** shall include the following:
 - (a) **"Regular Assessment"** means the amount which is to be paid by each Association Member as such Association Member's Proportionate Share of the Common Expenses incurred by the Association pursuant to the terms hereof.
 - (b) **"Supplemental Assessment"** means that assessment levied by the Board when the Board determines, subsequent to the levy of the Regular Assessments, that the total

Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses.

(c) **“Special Assessment”** means a charge against a particular Association Member, an Owner, or a Lot, directly attributable to such Association Member, Owner, or Lot, pursuant to the provisions of this Declaration, the Articles, Bylaws, Rules or Design Standards.

- 1.4 **“Articles”** means the Articles of Incorporation, as such may be amended from time to time, of the Association or of any successor thereto.
- 1.5 **“Association”** means the Meadows at Summit Ridge Property Owners Association, Inc., a Missouri not-for-profit corporation, its successors and assigns.
- 1.6 **“Association Member”** means every Person who holds a membership in the Association.
- 1.7 **“Board”** means the Board of Directors of the Association.
- 1.8 **“Bylaws”** mean the Bylaws of the Association, or of any success thereto, adopted in accordance with the Articles, as such Bylaws may be amended from time to time.
- 1.9 **“City”** means the City of Lee’s Summit, Missouri, a municipal corporation of the State of Missouri.
- 1.10 **“Common Areas”** means an area on the applicable Plat of the Subdivision
- (i) (including the plat of any Additional Property) designated as common area, which is owned or may be owned by the Developer or the Association, or for which the Association has maintenance and easement rights and obligations.
- 1.11 **“Common Expenses”** means:
- (a) all expenses of administration, including but not limited to maintenance, operation, repair, replacement, cleaning, improvement or other expenses, incurred in connection with the Common Properties within the Association and portions of the Lots owned or to be maintained by the Association, including assessments in connection with the easements appurtenant to the Lots and common properties;
 - (b) expenses declared to be common expenses by provisions of this Declaration or the By-Laws, including taxes assessed against property owned by the Association and expenses for insurance;
 - (c) any valid charge against the Association as a whole;
 - (d) any reserve established by the Directors.
- 1.12 **“Declaration”** means this instrument, as from time to time amended.
- 1.13 **“Default Rate of Interest”** means an annual rate of interest equal to the lesser of eighteen percent (18%), or the highest lawful rate of interest which may be paid by the Person required to pay the Default Rate of Interest hereunder.
- 1.14 **“Design Standards”** means the requirements set forth in Section 8.2 and any other rules, regulations, restrictions, architectural standards and Design Standards, if any, from time to time adopted by the ARB.
- 1.15 **“Developer”** means collectively Williamsburg Properties, L.L.C., its successors and assigns, or any person to whom Developer’s rights hereunder are hereinafter assigned by recorded instrument.
- 1.16 **“FCC Rule”** means 47 C.F.R. §14000, the Federal Communication’s Over-the- Air Reception Devices Rule, including any and all subsequent interpretations of the FCC Rule by properly authorized reviewing bodies or applicable courts of law.
- 1.17 **“First Mortgage”** means the Mortgage which is the first and most senior of all Mortgages upon the same property. **“First Mortgagee”** means the holder of a First Mortgage.
- 1.18 **“Lot”** means a numerically identified subdivided lot for a residential dwelling unit within the Subdivision as shown on the Plat, but does not include any Common Areas.
- 1.19 **“Majority”**, where not specifically designated otherwise, means the Association Members holding more than fifty percent (50%) of the total votes entitled to be cast with respect to a given matter. Unless otherwise specified, any provision herein requiring the approval of the Association Members means the approval of a Majority of such Association Members.
- 1.20 **“Monument Easements”** means those easements, if any, set forth on the Plat, in favor of the Association for purposes of constructing, erecting and maintaining certain entranceway monuments and landscaping for the Subdivision.

- 1.21 **“Mortgage”** means any recorded, filed, or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Missouri law as security for the performance of an obligation, including, without limitation, a deed of trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code.
- 1.22 **“Occupant”** means any Person, other than an Owner, in rightful possession of a Lot, whether as a guest, tenant, or otherwise.
- 1.23 **“Owner”** means the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case of Lots the fee simple title to which is vested of record is a trustee, legal title shall be deemed to be in the trustor.
- 1.24 **“Person”** means an individual, corporation, partnership, trustee, or other entity capable of holding title to real property, and their respective heirs, successors and assigns.
- 1.25 **“Plat”** means the plat of the Subdivision as first recorded in the official records of Jackson County, Missouri, and as thereafter from time to time amended or supplemented, together with all Additional Property annexed to the Subdivision.
- 1.26 **“President”** means the duly elected or appointed president of the Association.
- 1.27 **“Proportionate Share”** means the fraction wherein the numerator equals the number of Lot(s) owned by an Association Member (or giving rise to such membership) and the denominator equals the number of Lots owned by all Association Members (or giving rise to such memberships) then required to pay any particular Assessment.
- 1.28 **“Quorum”** means the presence of more than fifty percent (50%) of any members in good standing or proxies entitled to cast votes. If the required quorum is not present, additional meetings may be called subject to notice requirements, and the required quorum, at the subsequent meeting(s), shall be one-half (1/2) of the required quorum at the preceding meeting.
- 1.29 **“Rules”** means the rules and regulations adopted by the Association pursuant hereto.
- 1.30 **“Subdivision”** means that parcel of real property referred to in the recitals hereof and described in the third recital stated above and any Additional Property made subject to this Declaration by annexation, together with all buildings, improvements, and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto.
- 1.31 **“Supplemental Declaration”** means a written declaration of covenants, conditions, and restrictions, or similar instrument, annexing Additional Property to the Subdivision and subjecting such real property to this Declaration.

ARTICLE II.

THE DECLARATION

Developer hereby establishes the Subdivision and this Declaration to govern the use and occupancy of Lots and Common Areas within the Subdivision.

ARTICLE III.

ASSOCIATION

- 3.1 Purpose of Association.** The Association has been incorporated as a Missouri not-for-profit corporation in order to administer and delegate responsibility for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Subdivision, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, and other matters as provided in this Declaration, the Articles, Bylaws, Rules or Design Standards and serve as the supervising and coordinating body for all of the Association Members.
- 3.2 Membership in Association.** Every Owner of a Lot which is subject to this Declaration shall be a member of the Association. Members, in good standing, shall be entitled to one (1) vote for each Lot owned. The Association Member must be an individual who is either an Owner, or if the Owner is or includes a Person other than an individual, the Association Member may be an individual who is a partner, if the Owner is or includes a partnership, or an officer of a corporation, if the Owner is or includes a corporation, or a beneficiary of the trust, if the Owner is or includes a trust, or an Owner of the entity, if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. Membership in the Association shall not be transferred, pledged, or alienated in any way, except as herein expressly permitted. Association membership shall automatically be transferred to the new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a deed of trust, or other legal process transferring fee simple title to such lot. Voting rights and right to use of recreational facilities may be suspended during any period in which an assessment against a lot or tract remains unpaid.
- 3.3 Pledge of Voting Rights.** At all meetings of members, each member in good standing entitled to vote may do so either in person, by proxy, or by absentee ballot. All proxies shall be in writing on the form provided by the Association and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot and any proxy given more than 11 months before the date of the meeting shall be void. Notwithstanding the foregoing, in the event that an owner has granted an irrevocable proxy or otherwise pledged the voting right appurtenant to his Association membership with respect to his Lot to a Mortgagee as additional security, the vote of such Mortgagee will be recognized only if a copy of such proxy, or other instrument pledging such vote, has been filed with the Association shall recognize the rights of the First Mortgagee. Absentee ballots may be notarized and voted by return mail; or may be hand-delivered, not less than 48 hours prior to the start of the meeting. Instructions for absentee ballots will be mailed to each eligible voter at least ten (10) days prior to each election (excluding special meetings called for an emergency purpose).
- 3.4 Board of Directors.** The affairs of the Association shall be conducted by its Board as herein provided and in accordance with the Articles and Bylaws. The Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate binding upon all Persons subject to this Declaration and governing the use and/or occupancy of any part of the Subdivision. The Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Rules shall govern such matters in furtherance of the purposes of the Association; provided, however, that the Rules may not unreasonably or unlawfully discriminate among Owners and Association Members, and shall not be inconsistent with this Declaration, the Articles, Bylaws, or Design Standards. The Rules, as adopted or amended, shall be supplied to every Association Member, or other Person reasonably entitled thereto, upon request. In the event of any conflict between any provision of the Rules and any provision of this Declaration, or the Articles, Bylaws, or Design Standards, the provisions of the Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or Design Standards to the extent of any such conflict.
- 3.5 Indemnification.** To the fullest extent permitted by law, every director and every officer of the Association created pursuant hereto, and the members of the ARB shall be indemnified by

the Association and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, be reason of his being or having served in such capacity on behalf of the Association, whether or not he is a director, officer, or member of the ARB, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such officer, director, member of the ARB, or other Person, did not act, fail to act, or refuse to act willfully, or with gross negligence, or fraudulent, or criminal intent in the performance of his duties. Directors and officers liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for one occurrence, or One Million Dollars (\$1,000,000.00) for more than one occurrence, commonly referred to as Five Hundred Thousand Dollars (\$500,000.00) and One Million Dollars (\$1,000,000.00) insurance coverage, for the protection of Board Members, Manager and Architectural Review Board shall be furnished and paid for by the Association if such insurance can be obtained at reasonable premiums. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

- 3.6 Non-Liability of Officials.** To the fullest extent permitted by law, the President, any Board members, any ARB member, any other members of committees of the Association, nor any officers of the Association, shall be liable to any Association Member, Owner, Occupant, the Association, or any other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which the President, any Board member, or such committees or persons reasonably believed to be within the scope of their respective duties.
- 3.7 Easements.** In addition to the blanket easements granted in Section 4.1, the Association is authorized and empowered to grant upon, across, or under real property owned, or controlled, by the Association such permits, licenses, easements, and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cable, and other similar public or private utility purposes, roadways, or other purposes as may be reasonably necessary and appropriate for the orderly maintenance, preservation, and enjoyment of all or any part of the Subdivision, or the preservation of the health, safety, convenience, and welfare of the Owners and Association Members, provided that any damage to any Lot resulting from such grant shall be repaired by the Association at its expense.
- 3.8 Accounting and Records.** The Association at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles. The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Association Member, the books, records, and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Articles, Bylaws, Rules, and Design Standards.
- 3.9 Managing Agent.** Any powers, duties, and rights of the Association, or of the President, or Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty. Any agreement for professional management, or any other contract providing for services, shall not exceed a term of three years, which term may be renewed by agreement of the parties for successive one-year periods, and shall further provide for termination by either party with or without cause and without payment of a termination fee upon 90 days' written notice.

ARTICLE IV.

EASEMENTS

- 4.1 Creation of Easements.** There is hereby created a blanket easement upon, across, over, and under the Subdivision for:

- (a) ingress and egress (over existing roadways),
- (b) provided the same meets City approval, for installing, constructing, replacing, repairing, maintaining, and operating all utilities, including but not limited to water, sewer, gas, telephone, electricity, television cable, security systems, and communications lines and systems, and
- (c) constructing and maintaining subterranean structures, footings and supports, drainage and storm water detention facilities, entrance-way monuments and above-ground protrusions which do not unreasonably interfere with the surface use of any Lot, and
- (d) for the use of emergency vehicles of all types. Such blanket easement shall in no way affect any other recorded easements on the Subdivision and, therefore, once an easement contemplated hereby has been specifically located and established by an appropriate document or record, the blanket easement associated therewith shall cease to have any force and effect.

4.2 Common Area Taxes and Insurance. The Association shall be obligated to pay all real estate taxes and assessments which may, from time to time, be applicable to the Common Areas and to maintain general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in, on or about the Common Areas in order to afford protection in an amount of not less than One Million Dollars (\$1,000,000.00) for any occurrence and not less than One Hundred Thousand Dollars for property damage (\$100,000.00). The Developer may be required to transfer ownership of the Common Areas, or portions thereof, to the Association, and the Association agrees to accept such transfer and further agrees to continue to be responsible for all taxes and assessments, insurance, maintenance and other costs incidental to ownership and operation thereof as stated herein.

ARTICLE V.

ASSESSMENTS

5.1 Creation of Lien and Personal Obligation. Each Owner and Association Member, by acceptance of a deed or other conveyance of an interest in a Lot, is deemed to covenant and agree to pay any or all of the Regular Assessments, Special Assessments or other amounts due hereunder to the Association in accordance with the terms hereof. Such Assessments and all other amounts due under the terms hereof, together with interest thereon, late charges, attorneys' fees, and court costs, and other costs of collection thereof, as hereinafter provided, shall be a continuing lien upon such Owner's or Association Member's Lot against which the Assessments are made or in connection with which such other amounts are due. Such lien shall attach immediately and automatically when any Assessment is due and payable. Each Assessment and other amounts due, together with such interest and other costs, shall also be the personal obligation for delinquent payments shall not pass to an Owner or Association Member's successor unless expressly assumed by him. The obligation of an Association Member and the Owner of the Lot to which such membership appertains for the payment of Assessments and other amounts shall be joint and several.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used:

- (a) to promote the recreation, health, safety, and welfare of Owners and Association Members,
- (b) to enhance the value of the Subdivision,
- (c) to pay the costs of administration of the Association,
- (d) to pay all other Common Expenses

5.3 Assessments.

- (a) **Regular Assessments.** The Board of Directors shall fix the amount of the annual assessment against each Lot or Tract, not in excess of the maximum, at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The maximum annual assessment may be increased by ten percent (10%) above the maximum assessment for the

previous year, without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of more than fifty percent (50%) of the members, who are voting in person, by proxy, or by absentee ballot, at a meeting duly called for this purpose.

- (b) **Supplemental Assessments.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a supplemental assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement to the Common Properties, including the necessary fixtures and personal property related thereto and for improvements and repairs necessary for storm water detention facilities, if any, provided that any such assessment shall have the assent of more than fifty percent (50%) of the votes of each class of members, who are voting in person, by proxy, or by absentee ballot at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Each Association Member shall be notified of the Supplemental Assessment required to be paid and the due date of such Supplemental Assessment.
- (c) If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses experienced by the Association, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality, of services upon which the Common Expenses for the year in question are based, and if Supplemental Assessments are required, they shall be made as set forth above

5.4 Special Assessments. Special Assessments shall be levied by the Association against an Association Member and/or an Owner and his Lot to reimburse the Association for:

- (i) costs incurred in bringing an Association Member or an Owner and his Lot into compliance with the provisions of this Declaration, or the Articles, Bylaws, Rules or Design Standards;
- (ii) any other charge designated as a Special Assessment in this Declaration, or the Articles, Bylaws, or Rules;
- (iii) fines levied or fixed by the Board as provided herein; and
- (iv) attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration or the Articles, Bylaws, Rules or Design Standards.

5.5 Uniform Assessment. All Regular Assessments shall be uniformly based on Proportionate Shares for each Association member.

5.6 Exempt Property. All properties and Lots in the Subdivision owned by the Developer, or dedicated to and accepted by, or otherwise owned or acquired by, the City or other public authority shall be exempt from the Assessments created herein.

5.7 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to each particular member of the Association, on the date of conveyance to the Owner of the Lot to which the Association membership appertains, and shall be prorated for the first year of ownership at the time of such conveyance.

5.8 Time and Manner of Payment; Late Charges and Interest. If not paid within thirty (30) days after its due date, each such Assessment shall bear interest from the date of delinquency, at the rate of five percent (5%) per month. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent member shall, to the extent allowed by then applicable law, be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action, or proceeding is brought to collect any such Assessment to charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgment or award rendered thereon. A minimum of One

Hundred Dollars (\$100.00) shall be levied by the Association, if a lien is filed. The delinquency of an Association Member shall be deemed to also constitute the delinquency of the Owner of the Lot to which such membership appertains.

- 5.9 No Offsets.** All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, any claim that the Association, Board, President is not properly exercising its duties and powers as provided in this Declaration or any documentation associated herewith, or that Assessments for any period exceed Common Expenses.
- 5.10 Subordination of Lien.** Any lien which arises against a Lot by reason of the failure or refusal of an Owner, or Association Member, to make timely payment of any assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorneys' fees and any late charges related thereto) on the Lot, acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of, or acquires title to the Lot, whichever occurs first.
- 5.11 Certificate of Standing.** The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot or Tract have been paid. A reasonable charge made by the Board of the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- 5.12 Remedies of the Association.** Any assessments which are not paid when due shall be delinquent and become a lien upon the real property. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency, at a rate of five percent (5%) per month, and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the said lien against the property; and interest, collection costs, and reasonably attorney's fees for any such action shall be added to the amount of the assessment. A minimum fee of One Hundred Dollars (\$100.00) shall be levied by the Association if a lien is filed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common Properties or abandonment of his Lot or Tract. The Board of Directors may post, publish, and/or mail a list of delinquent members, setting forth name, address and amount of delinquency; and shall not be required to provide any advance notice of such action.
- 5.13 Enforcement of Lien.** Any lien provided for in this Article may be foreclosed by the Association, with a 2/3 vote of the Board, when one of two thresholds is met.
- (i) The assessment debt must be a minimum of \$1,000; or
 - (ii) The debt -- at any level -- must be more than 15 months delinquent.

The Association must disclose its foreclosure activities to the owner by sending all debt collection correspondence and legal notification to the address of record. The Association must record with any notice of delinquent assessments an itemized list of charges owed by the owner. The home owner may request, in writing, a meeting with the Association's Board of Directors to resolve the dispute over assessment debt. The board must respond to the owner's request within 15 days of the postmark on the request. If dispute resolution finds that the Association has filed a lien in error, the Association must reverse the lien and assume all costs.

ARTICLE VI.

INSURANCE AND CONDEMNATION

- 6.1 Authority to Purchase.** The Association may purchase and maintain such insurance, and in such types and amounts as its Board shall determine from time to time. Premiums paid for such insurance shall be a Common Expense. Such policies, and endorsements thereon, or copies thereof, shall be deposited with the Association and copies shall be available to the Association Members and Owners upon reasonable request. Neither the Association nor any Board member nor the President shall be liable to any Owner,

Association Member, Mortgagee, or other Person, if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Association Member to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Association Member may desire.

- 6.2 **Insurance Claims.** The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The President has full and complete power to act for the Association in this regard and may, at his discretion, appoint an authorized representative, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Association.
- 6.3 **Benefit.** Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association, or any insurance trustee, shall be held or disposed of in trust for the Association, the Owners and the Association Members, as their interests may appear.
- 6.4 **Attorney in Fact.** Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Common Areas which are covered by insurance written in the name of the Association or a complete or partial taking of the Common Areas in condemnation, and the Association may exercise any power whatsoever in acting as the Owner's attorney-in-fact. Acceptance by a grantee of a deed or other instrument of conveyance by the Developer, or from any other Owner, conveying any portion of the Owner's Lot shall constitute appointment of the Association as the grantee's attorney-in-fact for such purposes stated herein.
- 6.5 **Condemnation.** Except as otherwise stated herein, if any portion of the Common Areas containing Common Areas amenities for the benefit and use of the Members is taken by condemnation or similar proceeding, the Association shall restore or replace such Common Areas amenity on the remaining Common Areas. If a question should arise with respect to whether a provision constitutes a Common Areas amenity, the question will be decided, in their sole discretion, by the Board.

ARTICLE VII.

MAINTENANCE, REPAIRS, AND REPLACEMENTS

- 7.1 **Owner's Responsibility.** Except as otherwise be provided for herein, each Owner, at his own cost and expense, shall furnish and be responsible for all of the maintenance, repairs, and replacements of any improvements upon his own Lot.
- 7.2 **Exterior Maintenance.** In the event that a need for necessary and obvious maintenance, painting, mowing, watering, fertilizing, weed control or the like is caused by and through the willful or negligent act of an Owner, his family, guests or invitees, and the Owner fails and refuses to correct such need after fifteen (15) days written notice, the cost of such additional maintenance, utilities or materials shall become an assessment, unless paid by or on behalf of said Owner within thirty (30) days written demand from SRPOA, and it shall be enforceable and secured by a lien on the property. In the event an Owner of any Lot in the properties shall fail to maintain his premises and the improvements situated thereon in a satisfactory manner, the Association shall have the right, through its agents and employees, to enter upon said Lot and to paint, repair, maintain, and restore the Lot and the exterior of the residence and any other improvements erected thereon. The cost of such exterior maintenance, work and materials, shall become a lien upon the Lot
- 7.3 **Maintenance of Common Areas.** Except as otherwise provided herein to the contrary, maintenance, repairs and replacements of the Common Areas shall be furnished by the Association as part of the Common Expenses and shall be subject to the Articles, Bylaws and Rules. If, due to the act or neglect of an Owner or Association Member, or the

invitee, guest, or other authorized visitor of either, or an Occupant of such Owner or Association Members' Lot, damage shall be caused to the Common Areas, or maintenance, repairs, or replacement shall be required which would otherwise be a Common Expense, then to the extent not covered by the Association's insurance, such Owner or Association member shall pay for the damage and for such maintenance, repairs and replacements as may be determined necessary or appropriate by the Board. Such obligation shall be collected by way of a Special Assessment, the payment of which shall be secured by the lien provided in Article V. An authorized representative of the Association and all contractors, repairmen or other agents employed or engaged by the Association, shall be entitled to reasonable access to each of the Lots as may be required in connection with the inspection, maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving same, or to perform any of the Association's duties or responsibilities hereunder.

ARTICLE VIII.

ARCHITECTURAL AND DESIGN CONTROL

- 8.1 Architectural Review Board.** The Association shall have an Architectural Review Board. Members of the ARB shall consist of no less than three (3) to no more than seven (7) persons, who shall be appointed by a majority vote at the annual meeting. The ARB will be made up 5 uniform lot representatives (Lots 1-38, 39-76, 77-115, 116-154, 155-192). If not all sections are represented, the Board may appoint members at large. Persons appointed to the ARB must be Association Members.
- 8.2 The Design Standards.** The ARB may adopt certain guidelines for the design and construction of homes on Lots. In the event guidelines are developed, they may be more restrictive than these Design Standards, in which case the more restrictive provisions shall prevail. Design Standards will be published and voted on by a majority of members at a meeting called for such purpose, with required quorum.
- (a) **Hard Surfaces.** All paved surfaces shall be of high quality finish such as brick, concrete or other permanent material approved by the ARB. However, notwithstanding the foregoing, asphaltic paved surfaces shall be strictly prohibited.
 - (b) **Construction Period Requirements.** During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites:
 - (i) no dumping of construction materials, waste or trash shall occur in the Subdivision;
 - (ii) each Lot shall be maintained in a clean and orderly manner during construction. Erosion shall be controlled on each Lot in a manner complying with City Requirements.
 - (c) Unimproved lots should be maintained in a clean & controlled manner; refer to 9.17, and lots shall be graded in accordance with adjacent properties.
 - (d) **Construction, Location, and Size Limitations.** Once commenced, construction will be diligently pursued to completion and residence may not be left in an unfinished condition for more than 30 days without written approval from the ARB. Minimum square footage requirements for residential dwellings shall be as follows:
 - (i) dwellings less than two (2) stories shall be not less than 1350 square feet;
 - (ii) two (2) story dwellings shall be not less than 900 square feet above grade; and
 - (iii) one and a half (1 ½) story family dwellings shall be not less than 1200 square feet above grade.
 - (e) No residential building or dwelling shall be erected, altered, placed or permitted to remain on any Lot or any part of any Lot or Lots other than dwellings not to exceed two (2) stories in height. No trailer, basement, tent, shack, garage, or any outbuilding as set forth above shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
 - (f) In calculating the foregoing minimum square footage requirements, unfinished basements, finished basements without walkouts, porches, breezeways, decks and

garages shall not be considered. All residences and other improvements shall be located on each Lot as approved by the ARB and in full compliance with any setback lines, side yard or restrictions shown on the applicable Plat.

8.3 Residence Design. Changes to existing exterior design in the matter of colors, materials, finishes and building forms shall be in conformity with the requirements hereof and integrated with the particular landscape and with neighboring sites, particularly with regard to drainage and views. Exterior decks and porches shall be stained or painted to match the exterior color of the residence or as otherwise approved by the ARB. Decks shall be approved by the ARB and the City (if applicable) prior to installation, and meet City Codes (if applicable).

- (a) Exterior Materials and Colors.** Residences shall be faced on all sides with quality materials, which shall be subject to the approval of the ARB. All wood exteriors, except roofs, shall be covered with paint, stain or preservatives. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in such damaged condition longer than three (3) months. Roofs shall be Timberline Style Weatherwood or other equal or similar roofing, as approved by the ARB, having at least a twenty-five (25) year warranty, and no residential dwelling shall have a flattop roof.
- (b) Garages.** Each residence must have an attached, fully enclosed side or front entry garage not to exceed a three (3) car garage. Garages shall have the same architectural treatment and be constructed of the same materials as the house.
- (c) Swimming Pool and Other Amenities:** No above ground or above grade swimming pool of any type shall be allowed on any Lot. Small wading pools for children and/or permitted pets not exceeding 24" in height must be kept in the back yard area of any Lot..
- (d) Fencing** Permitted fencing materials shall be of a type commonly known as ornamental yard fence, or a yard type board fence, not to exceed 6' in height, or as defined by ARB Design Standards guidelines. Chain link fencing shall be strictly prohibited. Dog runs or outdoor cages constructed of metal materials shall be strictly prohibited. No fencing shall extend nearer to the front street than the rear foundation line of the dwelling for which the fencing is constructed. The only exception to this will be to avoid a disjointed fence between two (2) adjacent dwellings whose rear foundation line of the dwelling is closest to the street. Gates must be constructed parallel to the rear foundation line of the dwelling and no opening may exceed five (5) feet wide. Fences are subject to modification on future plats. Variances to this section may be granted upon written approval of the ARB and be subject to city ordinances , if applicable.

8.4 Review Process. Submission to the City for building permits or site plan approval shall not be made until final plans have been approved by the ARB. The review of each complete submission and notification of recommendations or approval will be provided in writing to the Owner within fifteen (15) days. In the event the ARB fails to approve or disapprove such plans and specifications within fifteen (15) days of submission, approval will not be required and this Article will be deemed to have been fully complied with. The applicant may appeal any adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of Directors.

8.5 Interpretation and Waiver. The ARB's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved. All approvals and consents of the ARB shall be in writing, and oral approvals or consents shall be of no force or effect.

8.6 Architectural Review Board Authority and Limits of Liability. By its approval of plans and specifications, the ARB shall not be deemed to have warranted or approved the same for engineering design safety, or for compliance with zoning, health and building ordinances. Neither the ARB, the members thereof, the Association, any of its members, its officers, nor its Board assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications, whether or not defective;

- (i) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or

(ii) the development, of any property within the Subdivision.

8.7 Public Approvals. All pertinent requirements of public agencies must be followed in the development of the Subdivision, and all plans must be approved by the appropriate departments of the City. Each Owner must verify code requirements at the time of purchase, development and construction of improvements upon the Lot, including, but not limited to, fences. Although based in part on local zoning and subdivision regulations, the Design Standards may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which this criteria is at variance with public agency requirements, the more restrictive regulations shall govern. Final legal approvals permitting development and occupancy of the property will be made by the City.

8.8 Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Declarant or the Review Board, if it is so authorized by the Declarant, in accordance with the provisions of this Article, the Review Board shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration, or other improvements referenced in such Certificate have been approved by the Declarant or the Review Board and constructed or installed in full compliance with the provision of this Article and with such other provisions and requirements of this Declaration as may be applicable. As of this day of December 11, 2008, the owners and Association acknowledge there are numerous fences, alterations, and improvements of property which have been completed without a written Certificate of Compliance or approval from the Architectural Review Board, and the owners and Association hereby acknowledge and agree that all such existing improvements are deemed to be approved and no longer require obtaining a Certificate of Compliance. However, with respect to all construction, alterations, and improvements from this date forward, all owners shall apply for improvements as required under Article VIII of these Covenants.

ARTICLE IX.

USE AND OCCUPANCY RESTRICTIONS

- 9.1 **Residential Use.** Commercial activity prohibited. No commercial or business activity of any kind shall be conducted on any lot or common areas defined in Article I. Each lot within the subdivision shall be used primarily for single-family residential purposes. An exception to this policy to permit businesses allowed under the home occupation ordinance of the City of Lee's Summit may be approved upon written request and following written notice to the adjoining property owners and hearing and approval by the Board of Directors.
- 9.2 **Signs.** No advertising signs, except for one (1) not more than five (5) square feet indicating "For Sale" or "For Lease" shall be permitted. No billboards, unsightly objects or nuisances may be erected, placed, or permitted to remain on any lot. Signs of a temporary nature must be approved by the Board.
- 9.3 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept on such lot, provided that they are not kept, bred, or maintained for any commercial purpose.
- 9.4 **Nuisances.** No Owner or Member shall permit or suffer anything to be done or kept about or within his Lot, or on or about, any portion of the Subdivision, which will obstruct or interfere with the rights of other Owners, Association Members, Occupants, or Persons, or commit, or suffer any illegal act to be committed therein. Each Owner or Association Member shall comply with the Rules, the requirements of all health authorities and other governmental authorities having jurisdiction over the Subdivision.
- 9.5 **Boats and Motor Vehicles.** No boats, trailers, buses, motor homes, campers, or other vehicles exceeding a 3/4 ton truck or machinery shall be parked or stored in, or upon a Lot except within an enclosed garage, for a period in excess of 72 hours within any seven

- (7) consecutive day period without Board approval. No motor vehicle of any description shall be parked on the streets in the Subdivision over night.
- 9.6 **Lights.** All exterior lights shall be of a type that shines down and not out except for low light level decorative fixtures that are mounted on or near the house and do not shine into neighboring property.
- 9.7 **Antennas Prohibited.** No external radio, television or other antennas of any sort shall be placed on or maintained on any portion of any building or lot. However, satellite dishes measuring one meter (39.6 inches) in diameter or less, in accordance with FCC Rules, shall be permitted on all lots within the exclusive ownership and control of the antenna user, provided that the location, screening, and manner of mounting is as inconspicuous as possible. Masts for use as antennas or with respect to installation of dishes over 12 feet in height are prohibited. In the event the resident demonstrates these guidelines restrict reception, the ARB will promptly work with the applicant to arrive at a workable solution of the location of the antenna or dish.,
- 9.8 **Garbage.** No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. Burning of trash is prohibited. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. Trash shall be placed in enclosed containers in such designated locations to prevent loose trash from blowing throughout the neighborhood; provided, however, no trash shall be set out any earlier than the evening of the night before the designated trash collection day.
- 9.9 **No Obstructions to Drainage.** No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal consent of drainage from each Lot or any underground closed conduit storm drainage facilities.
- 9.10 **Outbuildings Prohibited.** No building or other detached storage structure may be erected on any Lot without the consent of the ARB.
- 9.11 **Rental of Lots.** An Owner who leases his Lot to any Person shall be responsible for assuring the Owner's lessee complies with all of the provisions of this Declaration, including each and every provision of any subsequently adopted Articles, Bylaws, Rules and Design Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.
- 9.12 **Fuel Storage.** No fuel storage tank shall be erected above the surface of the ground.
- 9.13 **Sanitary Sewer.** All residences shall be connected to public sanitary sewer lines.
- 9.14 **Permanent Clothes Lines.** Permanent clothes lines shall not be erected. If collapsible clothes lines are used, they shall not be left up when not in use.
- 9.15 **Lot Maintenance.** All Lots, improved and unimproved, shall keep weeds and grass mowed. Weeds and grass shall not exceed 8" in height. Each Lot shall be kept cleared of dead shrubs and trees. No Owner or tenant shall dump or permit the dumping of rubble, waste, refuse, debris or garbage or similar materials within the land herein described. Firewood used in a wood stove or fireplace shall not be stored anywhere on the front side of any Lot including on the driveway. Firewood must also be neatly stacked in a single area behind the front foundation line of the dwelling.
- 9.14 **Enforcement.** In the event any member shall refuse to abide by the terms of the Association action regarding fine, suspension or sanction, the Association will take one of two options to enforce the action taken:
(a) The Association may proceed with legal action to sue the member to remove the offending structure and enforce the fines and lien, and the prevailing party shall be allowed to recover all attorney's fees, costs, and expenses.
(b) The Association and its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon the lot at any reasonable hours, on any day except Sunday, for the purpose of constructing, reconstructing, repairing, removing or replacing structure not in compliance with the Architectural Review Board or built without the lawful permission of the ARB/ARC or to rectify a condition of property regarding the exterior appearance for which the owner has failed to properly maintain the property, including, but not limited to:

- (1) Mowing and cleaning;
 - (2) Removal of unsightly brush and debris;
 - (3) Painting;
 - (4) Repairing;
 - (5) Replacing and caring for roofs;
 - (6) Replacing and caring for gutters and downspouts;
 - (7) Replacement and care of exterior building surfaces;
 - (8) Replacement and care of trees, shrubs and grass and other exterior improvements.
- (c) In the event the Association incurs costs and repairs for correcting the reconstruction, construction, or removal of an offending structure in the provision of plan B, then the costs so incurred shall be a lien against said lot and the cost thereof may be recovered by action in the Circuit Court of Jackson County, Missouri for foreclosure of the lien or recovery of the costs and expenses incurred, including reasonable attorney's fees.

ARTICLE X.

RIGHTS OF FIRST MORTGAGEES

- 10.1 **Liability for Prior Assessments.** A First Mortgagee who comes into possession or becomes record Owner of a mortgaged Lot by virtue of foreclosure of a first Mortgage, or assignment in lieu of foreclosure or any third-party purchaser at a foreclosure sale or trustee's sale, will not be liable for such Lot's unpaid dues, charges or Assessments which may accrue prior to the time such First Mortgagee or third-party purchaser comes into possession of such Lot insured to the benefit of any mortgagee other than the First Mortgagee. Any such unpaid dues, charges or Assessments against the Lot foreclosed may be deemed to be a Common Expense. Nevertheless, in the event the Owner or Association Member against whom the original Assessment was made is the purchaser or redemption, the lien shall continue in effect and may be enforced for the respective Lot's Assessment that was due prior to the final conclusion of any such foreclosure or equivalent proceedings. Further, any such unpaid Assessment shall continue to exist as the personal obligation of the defaulting Association Member and the defaulting Owner of the respective Lot to the Association, the Board may use reasonable efforts to collect the same from said member and/or Owner even after he is no longer a member of the Association or the owner of the Lot.
- 10.2 **Enforcement After Foreclosure Sale.** An action to abate the breach of any of these covenants, conditions, restrictions, and reservations may be brought against the purchasers trustee's sale (or through any equivalent proceedings), and the successors in interest to said purchasers, even though the breach existed prior to the time said purchaser acquired an interest in such Lot.
- 10.3 **Subject to Declaration.** At such time as the First Mortgagee, or any other Mortgagee, shall come into possession of or become record Owner of a Lot, such Mortgagee shall be subject to all the terms and conditions of this Declaration including, but not limited to, the obligation to pay all assessments and charges accruing thereafter in the same manner as any other Owner.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTY

- 11.1 **Development of the Subdivision.** Additional Property may be annexed to and become subject to this Declaration as hereinafter set forth in this Article XI at such time as the Association may elect by a majority (more than 50%) vote of the membership at a meeting called for this purpose, with written notice no later than 30 days prior and no sooner than 60 days.
- 11.2 **Supplemental Declarations.** Supplemental Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the difference in character, if

- any, of the Additional Property and as are not inconsistent with the plan of this Declaration. Subject to the provisions of Article XIV hereof, in no event, however, shall any such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the property already subject to this Declaration.
- 11.3 **Annexation With Approval of Association.** The Additional Property shall become subject to this Declaration and subject to the jurisdiction of the Association. The recordation of said Supplemental Declaration shall constitute and effectuate the annexation of the Additional Property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdictions of the Association, and thereafter said Additional Property shall be part of the Subdivision for all intents and purposes of this Declaration and all of the Owners of Lots in the Additional Property shall automatically be Owners or Association Members in accordance with the terms hereof.

ARTICLE XII

AMENDMENT

- 12.1 **Amendments to Declaration.** Subject to the provisions stated in Section 13.2, amendment to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Amendments may be made with more than fifty percent (50%) of all of the Association Members' consent, or without any meeting if 100% of Association Members consent in writing to such amendment. An amendment adopted by the Association Members shall bear the signature of the President and shall be attested by the Secretary of the Association, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Amendment to Declaration in the appropriate governmental office. Any amendment to this Declaration properly adopted will be completely effective upon recording of the Amendment to Declaration in the appropriate governmental offices. Any amendment to this Declaration properly adopted will be completely effective to amend any and all of the covenants, conditions and restriction contained herein which may be affected.
- 12.2 **Article 3 and Article 5 Amendments.** Notwithstanding anything to the contrary, at no time subsequent to one hundred percent (100%) of the Lots in the Subdivision, as it exists from time to time, have been sold to third parties, until the expiration date of this Declaration, shall Article 3 or Article 5 be amended.

ARTICLE XIII

GENERAL PROVISIONS

- 13.1 **Term.** This Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until December 31, 2021 and shall be automatically continued thereafter for successive periods of twenty (20) years, unless two (2) years prior to the expiration of any such twenty (20) year period, there shall be recorded an instrument directing the termination of this Declaration signed by more than fifty percent (50%) of all Association Members then entitled to vote.
- 13.2 **Notices.** Notices provided for in this Declaration, or the Bylaws, or Rules shall be in writing and shall be addressed to the Association at the address specified in the Bylaws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Association Members at such time. All notices to Association Members shall be to the last address shown on the records of the Association. Any Association Member may designate a different address or addresses for notices to it by giving written notice of its change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

- 13.3 Captions and Exhibits; Construction.** Captions given to various Sections herein, are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any exhibit referred to herein is incorporated as though fully set forth where such reference is made. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subdivision as herein above set forth
- 13.4 Severability.** If any provision of this Declaration, the Articles, Bylaws, Rules, or Design Standards, or any section, clause, sentence, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the Articles, Bylaws, Rules, or Design Standards, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected there by, and the remainder of this Declaration, the Articles, Bylaws, Rules, or Design Standards shall be construed as if such invalid part were never included therein.
- 13.5 Rule Against Perpetuities.** If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void or violable for violation of the rule against perpetuities, then such provision shall continue until 21 years after death of the survivor of the now living descendants of George W. Bush.
- 13.6 Members Easement of Enjoyment.** Every member and every tenant of every Member, in good standing, shall have a right of easement of use and enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lots, subject to the following provisions:
- (a) the right of the Association to prescribe regulations governing their use, operation, and maintenance;
 - (b) the right of the Association to suspend the voting rights and right to use of recreational facilities, if any, except use and enjoyment of private open spaces by an Owner for any period during which any assessment against his Lot or Tract remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by more than fifty percent (50%) of members has been recorded;
 - (d) the right of the Association to limit the number of guests of Members on Common Properties

ARTICLE XIV.

RIGHTS AND OBLIGATIONS

- 14.1 Acceptance of Declaration.** By the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, or each purchaser under any agreement of sale of a Lot, or each Person acquiring a membership in the Association and the heirs, successors and assigns of the foregoing Persons, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitude's, and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of any such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or instrument evidencing or creating such interest.

14.2 IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date and year first above written.

MEADOWS AT SUMMIT RIDGE
PROPERTY OWNERS ASSOCIATION,
A Missouri not-for-profit Corporation

Property Owners Association for Meadows
at Summit Ridge

Darin T. Baldwin, President Date

MEADOWS AT SUMMIT RIDGE
PROPERTY OWNERS ASSOCIATION,
A Missouri not-for-profit Corporation

Property Owners Association for Meadows
at Summit Ridge

Trista Schuster, Secretary Date

Lot ____ , Meadows at Summit Ridge, a
subdivision in Jackson County, Missouri

Property Owner Date

