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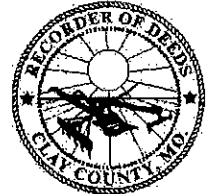
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Recorder of Deeds

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Document Title: Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence
Document Date: February 19, 2020
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: Hunt Midwest Real Estate Development, Inc.
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161
Legal Description: See Exhibit A attached
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DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
CADENCE

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

("Developer")

Dated as of: February 19, 2020

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**DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
CADENCE**

THIS DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Declaration") is made and executed as of February 19, 2020, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On April 17, 2020, the Developer executed that certain subdivision plat entitled "CADENCE – FIRST PLAT" (the "Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached hereto, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The Plat was approved on June 5, 2018, 2020, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on June 1, 2020, in Cabinet I, at Sleeve 102.1, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty. Doc # 20200017530

B. The Developer presently owns all of Lots, Tracts and the other areas shown on the Plat.

C. The Developer desires to create, establish, maintain and preserve a quality development project on the Property and adjacent ground, which from time to time may include Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas, and possessing features of more than ordinary value.

D. The Developer intends to implement development in phases. The first phase covered by the Plat is designated for Single Family Residences. From time to time hereafter the Developer may cause (or permit): (i) Single Family Residences to be built on lots shown on the plats for any Expansion Property containing lots designated for Single Family Residences; (ii) Attached Patio Homes, Attached Townhomes and Villas to be built on or within any tracts or lots added as Expansion Property designated for such housing types and may cause building lots (one (1) per Attached Patio Home, one (1) per Attached Townhome and one (1) per Villa) to be created by plat, replat, minor subdivision, lot split certificate of survey or otherwise within the boundaries of such lots and/or such tract(s) (or any Expansion Property containing tracts or lots designated by the Developer for Attached Patio Homes, Attached Townhomes or Villas); and (iii) other housing types on tracts or lots added as Expansion Property as determined and designated by the Developer.

E. The Developer desires to subject the Property to the covenants, conditions, restrictions and easements set forth in this Declaration.

DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby subjects the Property to the following covenants, conditions and restrictions, including charges and Assessments. Such covenants, conditions and restrictions are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and assigns and all other persons and entities, who or which have, at any time, any right, title or interest in all or any part of the Property as it may be expanded. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the

provisions of this Declaration with respect to such Lot and any Single Family Residence, Attached Patio Home, Attached Townhome or Villa thereon.

ARTICLE 1 DEFINITIONS

When used in this Declaration or in any Supplemental Declaration, the following words shall have the meanings set forth below.

1.1 “Annual Assessment”, “Annual Attached Patio Home Assessment”, “Annual Attached Townhome Assessment” and “Annual Villa Assessment” have the meanings set forth in Articles 6.2, 6.3, 6.4 and 6.19 hereof, respectively.

1.2 “Articles” mean the Articles of Incorporation of the Association, as amended from time to time.

1.3 “Assessments” means the Annual Single Family Residence, Annual Attached Patio Home, Annual Attached Townhome, Annual Villa, Special Attached Patio Home, Special Attached Townhome, Special Villa and Default Assessments levied pursuant to Article 6 hereof.

1.4 “Association” means The Cadence Home Owners Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.

1.5 “Association Documents” means this Declaration, the Articles, the Bylaws, all Supplemental Declarations and all procedures, rules, regulations and policies adopted under such documents by the Association.

1.6 “Attached Patio Home” means a dwelling constructed on any one (1) Attached Patio Home Lot with one or more Party Walls attaching it to one or more other Attached Patio Homes and designated as such by the Developer in the Supplemental Declaration which subjects such Lot to the provisions of this Declaration.

1.7 “Attached Patio Home Common Expenses” means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to service, manage, maintain, repair, renovate and replace those portions of the Property or Subdivision (as it may be expanded) utilized by or for Attached Patio Homes and related Restricted Common Areas including, without limitation, (a) the costs of insurance required by Article 4.4 below, (b) costs of landscaping and care of grounds, (c) costs of snow removal, (d) costs to provide exterior repair and maintenance for Attached Patio Homes as set forth in Article 8 below, (e) costs to maintain, repair and replace any other related Restricted Common Area, (f) a reasonable contingency or other reserve or surplus fund for maintenance of and repairs to Attached Patio Homes and related Restricted Common Area improvements on a periodic basis, (g) costs which are expressly declared to be Attached Patio Home Common Expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) costs which the Board of Directors determines to be Attached Patio Home Common Expenses.

1.8 “Attached Patio Home Lot” has the meaning set forth in Article 1.24 below.

1.9 “Attached Patio Home Owner’s Proportionate Share” means a fraction, the numerator of which is the number of Attached Patio Home dwellings on Attached Patio Home Lots then owned by an Attached Patio Home Owner then within the Property, and the denominator of which is the total number of Attached Patio Home dwellings on all Attached Patio Home Lots then within the Property, as it may be expanded. Multiple living units within any building shall each constitute a “dwelling” so that a duplex shall count as 2 dwellings, a quadplex as 4 dwellings, etc.

1.10 “Attached Townhome” means a dwelling constructed on any one (1) Attached Townhome Lot with one or more Party Walls attaching it to one or more other Attached Townhomes and designated as such in the Supplemental Declaration which subjects such Lot to the provisions of this Declaration.

1.11 “Attached Townhome Common Expenses” means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to service, manage, maintain, repair, renovate and

replace those portions of the Property or Subdivision (as it may be expanded) utilized by or for Attached Townhomes and related Restricted Common Areas including, without limitation, (a) the costs of insurance required by Article 4.4 below, (b) costs of landscaping and care of grounds, (c) costs of snow clearing, (d) costs to provide exterior repair and maintenance for Attached Townhomes as set forth in Article 8 below, (e) costs to maintain, repair and replace any other related Restricted Common Area, (f) a reasonable contingency or other reserve or surplus fund for maintenance of and repairs to Attached Townhomes and related Restricted Common Area improvements on a periodic basis, (g) costs which are expressly declared to be Attached Townhome Common Expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) costs which the Board of Directors determines to be Attached Townhome Common Expenses.

1.12 “Attached Townhome Lot” has the meaning set forth in Article 1.24 below.

1.13 “Attached Townhome Owner’s Proportionate Share” means a fraction, the numerator of which is the number of Attached Townhome dwellings on Attached Townhome Lots then owned by an Attached Townhome Owner then within the Property, and the denominator of which is the total number of Attached Townhome dwellings on all Attached Townhome Lots then within the Property, as it may be expanded. Multiple living units within any building shall each constitute a “dwelling” so that a duplex shall count as 2 dwellings, a quadplex as 4 dwellings, etc.

1.14 “Board of Directors” or “Board” means the governing body of the Association.

1.15 “Bylaws” means the Bylaws adopted by the Association, as amended from time to time.

1.16 “Common Area” means all parks not previously or by the Plat dedicated to and accepted by the City, all lakes, swimming pools, bathhouses, all recreational areas, all open or green space areas, all entrances, monuments, berms, street islands and other ornamental areas and related utilities, lights, sprinkler systems and landscaping, all storm water drainage or detention facilities and improvements and easements therefor, all utility easements and all similar or other places or areas other than Lots which are owned by the Association and dedicated to, or set aside for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved to the Association’s use pursuant to easements and all property of a similar character brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.17 “Common Expenses” means all costs and expenses, other than and excluding Attached Patio Home Common Expenses, Attached Townhome Common Expenses and Villa Common Expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, insurance (including that required by Article 5.3 hereof), interest, supplies, parts, and management or service fees, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate and replace the Common Area and all improvements thereon, (b) to operate recreational and other facilities operated for the general benefit of the Owners, (c) to manage and conduct the affairs of the Association, (d) to repay funds borrowed by the Association, (e) to pay any deficit remaining from a previous assessment period, (f) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs, and replacement of improvements within the Common Area on a periodic basis, (g) which are expressly declared to be common expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) which the Board of Directors determines to be common expenses of the Association.

1.18 “Declaration” means this Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of The Cadence Home Owners Association, as amended or supplemented from time to time.

1.19 “Default Assessment” has the meaning set forth in Article 6.8 hereof.

1.20 “Developer” means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term “Developer” shall thereafter refer to both the Developer and all Successor Developers unless the context clearly means otherwise.

1.21 “Expansion Property” has the meaning set forth in Article 13.1 hereof.

1.22 “**Fine**” has the meaning set forth in Article 6.10 hereof.

1.23 “**Improvements**” has the meaning set forth in Article 10.2 hereof.

1.24 “**Lot**” means a building lot that is created either by a plat or by replat, minor subdivision, lot split certificate of survey or otherwise by the Developer (or a builder or other person to whom the Developer sells such building lot), together with all appurtenances and Improvements now, or in the future, on such Lot, including, as designated by the Developer, a Single Family Residence, for a single family home building Lot, an Attached Patio Home for an Attached Patio Home building lot, an Attached Townhome for an Attached Townhome building Lot and a Villa for a Villa building lot.

1.25 “**Manager**” means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time pursuant to Article 4.6 hereof.

1.26 “**Member**” means a member of the Association as set forth in Article 3.1 hereof.

1.27 “**Mortgage**” means any mortgage, deed of trust, contract for deed or other security document pledging or conveying in trust any Lot or interest therein as security for payment of a debt or obligation.

1.28 “**Mortgagee**” means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

1.29 “**Owner**” means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer and the purchaser under a contract for deed. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a Mortgagee or a trustee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

1.30 “**Owner’s Proportionate Share**” means: (a) for Single Family Residences, a fraction, the numerator of which is the number of Single Family Residences then owned by such Owner within the Property, and the denominator of which is the total number of all dwellings on all Lots (i.e., all Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots and Villa Lots) then within the Property as it may be expanded; (b) for Attached Patio Homes, the fraction described in Article 1.9 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots and Villa Lots) then within the Property, as it may be expanded; and (c) for Attached Townhomes, the fraction described in Article 1.13 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots and Villa Lots) then within the Property, as it may be expanded. “**Dwelling**” shall have the meaning set forth in Articles 1.9, 1.13 and 1.47.

1.31 “**Party Wall**” means any wall which separates or divides two (2) Attached Townhomes or Attached Patio Homes and includes any exterior wall of an Attached Townhome or Attached Patio Home with five (5) inches or less of airspace between it and the exterior wall of an adjacent Attached Townhome or Attached Patio Home, as applicable, whether or not utilities run within such airspace.

1.32 “**Property**” means and refers to the real property described in the Plat and on **Exhibit A** attached to this Declaration and all additional property, if any, brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.33 “**Proposed Construction**” has the meaning set forth in Article 10.2 hereof.

1.34 “**Restricted Common Area**” means any Common Area owned by the Association on or over which, with the approval of the Review Committee, are located specific Improvements or features including, but not limited to, driveways, sidewalks, landscaping features and air conditioning units or other items, which are intended to and in fact

do serve or service the needs and interests of a single Attached Townhome Lot and the Attached Townhome thereon or a single Attached Patio Home Lot and the Attached Patio Home thereon.

1.35 “**Review Committee**” has the meaning set forth in Article 10.1 hereof.

1.36 “**Single Family Residence**” means a single-family dwelling unit providing living accommodations to a single household of one or more persons (other than an Attached Patio Home, an Attached Townhome or a Villa) constructed on any one (1) Single Family Residence Lot.

1.37 “**Single Family Residence Lot**” has the meaning set forth in Article 1.24 above.

1.38 “**Special Assessment**”, “**Special Attached Patio Home Assessment**”, “**Special Attached Townhome Assessment**” and “**Special Villa Assessment**” have the meanings set forth in Articles 6.5, 6.6, 6.7 and 6.19 hereof, respectively.

1.39 “**Street**” shall mean any roadway, street, court, circle, terrace, drive or other right-of-way designated for vehicular traffic shown on any Plat of the Subdivision.

1.40 “**Subdivision**” means, collectively, the Lots, the Common Area, Restricted Common Areas, all other parts of the Property and all Expansion Property.

1.41 “**Successor Developer**” means any person or entity to whom the Developer assigns or transfers all, or any part, of its rights, obligations or interests as the developer of the Property, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, designating such person or entity as a Successor Developer.

1.42 “**Supplemental Declaration**” means an instrument which amends or modifies this Declaration, as more fully provided for herein, including any which includes or adds Expansion Property.

1.43 “**Turnover Date**” means the earlier of: (i) the date as of which only four (4) of the Lots (either Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa Lots or any combination thereof) in the Subdivision (as then composed or as contemplated to be expanded by the Developer) remain owned by and not sold by the Developer with no Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas constructed thereon; or (ii) the date the Developer, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration.

1.44 “**Villa**” means a dwelling constructed on any one (1) Villa Lot and designated as such by the Developer in the Supplemental Declaration which subjects such Lot to the provisions of this Declaration.

1.45 “**Villa Lot**” has the meaning set forth in Article 1.24 above.

1.46 “**Villa Common Expenses**” means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to provide the lawn and landscaping care and snow removal services set forth in Article 18 below, a reasonable contingency or other reserve or surplus fund for such costs and expenses and any other costs or expenses which the Board of Directors determines to be Villa Common Expenses.

1.47 “**Villa Owner’s Proportionate Share**” means a fraction, the numerator of which is the number of Villa dwellings on Villa Lots then owned by a Villa Owner then within the Property, and the denominator of which is the total number of Villa dwellings on Villa Lots then within the Property, as it may be expanded. Multiple living units, if any, within any Villa building shall constitute a “dwelling”.

1.48 “**Working Capital Fund Contributions**” shall have the meanings set forth in Article 6.9 hereof including the separate definitions for “**Attached Patio Home Working Capital Contributions**”, “**Attached Townhome Working Capital Contributions**” and “**Villa Working Capital Contributions**”.

1.49 **"Zoning Ordinance"** means the zoning and subdivision ordinances and regulations of the City as amended from time to time.

ARTICLE 2

PERSONS AND PROPERTY BOUND BY DECLARATION

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of, and be binding upon, the Developer and all persons or entities who shall hereafter acquire any interest in the Lots or other property within the Subdivision. The Developer and all persons who take any interest in a Lot shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions and restrictions in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3

MEMBERSHIP; VOTING; OPERATIONS

3.1 **Membership in The Association.** The Owner of each Lot within the Subdivision shall be a Member of the Association. If a Lot is owned by more than one Owner, all Owners of the Lot, collectively, shall be deemed the Member of the Association for such Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2 **Classes of Members.** Members shall be either Class A Members, Class B Members, Class C Members, Class D Members or Class E Members. Class A Members shall be all Owners of Single Family Residences except the Developer during the period of its Class D Membership. Class B Members shall be all Owners of Attached Patio Homes except the Developer during the period of its Class D Membership. Class C Members shall be all Owners of Attached Townhomes except the Developer during the period of its Class D Membership. Class D Members shall be the Developer and all Successor Developers, if any, who own any Lot for the purpose of development and sale. Class E Members shall be all owners of Villas except the Developer during the period of its Class D Membership. All Class D Memberships shall terminate and automatically be converted to Class A, Class B, Class C or Class E Memberships, as applicable, upon the Turnover Date. Upon termination of the Class D Membership, the Developer and all Successor Developers, if any, which own any Lots at the time shall, for all purposes, be automatically converted to Class A, Class B, Class C or Class E Members, as applicable, for each Single Family Residence Lot, Attached Patio Home Lot, Attached Townhome Lot and Villa Lot it (or they) then owns, respectively.

3.3 **Meetings.** Annual and special meetings of the Members or any Class of Members shall be called, held and conducted in the manner provided in the Bylaws or, in the absence of any provision in the Bylaws, as provided by applicable Missouri law.

3.4 **Voting Rights.** Except as otherwise provided herein, including in Article 3.9 below, all Owners shall be entitled to vote on Association matters requiring a vote under this Declaration. On all matters to be voted on by the Members, Class A Members, Class B Members, Class C and Class E Members each shall have one (1) vote for each Lot owned and Class D Members shall have thirty-five (35) votes for each Lot owned. If more than one (1) Owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the Secretary of the Association in writing. Fractional votes shall not be permitted and there shall be only one (1) vote cast with respect to any Lot. Any person may be appointed as the proxy of an Owner by written appointment delivered to the Secretary of the Association before or at the Meeting at which the vote for which the proxy is being exercised. Proxies may be revoked at any time in writing delivered to the Secretary of the Association and shall not, under any circumstance, be valid for more than three (3) years from the original date thereof. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Declaration shall be approved by the affirmative vote of a majority of the Members present at an annual or special meeting duly called where a quorum is present. A quorum shall be the presence of Members having ten percent (10%) of the votes entitled to be cast on a matter at the meeting, in person or by proxy; provided, however, that, unless one – third (1/3) or more of the Members having voting power are present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters described in the meeting notice.

3.5 Transfer of Membership. Membership is appurtenant to, and may not be separated from, ownership of any Lot. An Owner may not transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot and then only to the purchaser or Mortgagee of the Lot. Upon the sale of a Lot, the membership associated with the Lot shall automatically transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association. The Association may charge a reasonable fee for copying such materials.

3.7 Association as Successor Developer. On the termination date of the Class D Membership (i.e. the Turnover Date), the Association shall succeed to all of the duties and responsibilities of the Developer under this Declaration. The Association shall not, however, succeed to any easements or rights of the Developer or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Developer.

3.8 Implied Rights and Obligations. The Association may exercise all rights and privileges expressly granted to the Association in the Association Documents and all other rights and/or privileges reasonably implied from those expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the Association by the Association Documents.

3.9 Developer's Control of Association Prior to Turnover Date. Notwithstanding anything in this Article 3 or elsewhere in this Declaration to the contrary, until the Turnover Date, the Developer shall maintain absolute and exclusive control over the Association and the Review Board, including appointment, election and removal of all directors and officers of the Association and all members of the Review Board. Until the Turnover Date, only the Developer shall be entitled to cast any votes with respect to the election and removal of Association directors and officers and members of the Review Board or any other matters requiring the vote or approval of Members or Owners. The Developer may (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Article 3.9.

ARTICLE 4 POWER AND AUTHORITY

4.1 General Power and Authority of The Association. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Declaration. Such power and authority includes, without limitation, the following, which the Association may (but shall not be obligated or required to) exercise in its discretion:

(a) Accept by conveyance from the Developer and own the Common Area, the Restricted Common Areas and any other areas of the Property to be held for the general benefit of the Owners;

(b) Enforce, either in the Association's name or in the name of any Owner within the Subdivision, the covenants, conditions, restrictions and easements imposed upon the Lots, the Common Area, the Restricted Common Areas or other parts of the Property as are in effect from time to time. The expenses and costs of any enforcement proceedings shall be paid out of the general funds of the Association. Nothing herein contained shall prevent the Developer, or any Owner having the right to do so, from enforcing in their own name any such covenants, conditions, restrictions or easements;

(c) Levy and collect all of the Assessments and all of the Working Capital Fund Contributions which are provided for in this Declaration and to charge reasonable admission fees, service charges and other amounts for the use of the Common Area;

(d) Manage and control as trustee and attorney-in-fact for all Members, all improvements upon and to the Common Area, the Restricted Common Areas and other areas of the Property owned by the Association or held for the general benefit of the Owners;

(e) Maintain, repair and replace all lakes, swimming pools, bathhouses, pedestrian ways, gateways, entrances, fountains, gardens, water run-off detention areas, stormwater best management practice areas as required by the City, ponds or basins, lighting, water sprinkling systems, landscaped areas within the Common Area or rights-of-way or platted landscape easements, fences and ornamental features, Subdivision identification signs and monuments and any other amenities;

(f) Provide and maintain lights on Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area;

(g) Erect and maintain signs for marking of Streets, and safety signs for protection of children and other persons, after such signs are approved by appropriate public authorities;

(h) Exercise control over easements (including any for water drainage control) it acquires from time to time or has pursuant to the Plat;

(i) Acquire and own title to such real estate as is reasonably necessary in order to carry out the purposes of the Association and promote the health, safety, welfare and recreation of Owners in the Subdivision, pay taxes on real estate and facilities owned by it and pay taxes assessed against the Common Area or other land in public or semi-public places within the Subdivision;

(j) Enter into such agreements with other homes associations, municipalities or other governmental agencies, individuals or corporations in order to implement the purposes of the Association, and to provide such improvements for the benefit of the Owners and Members of the Association within the intent of this Declaration;

(k) Acquire, provide and maintain insurance for the protection of the Association, the Members, the Common Area and the Restricted Common Areas including, without limitation, commercial general public liability, officers and directors, workers compensation, fidelity insurance and bonds to protect against dishonest acts on the part of the Association's officers, directors, trustees, employees and agents, cyber security and electronic/data breach insurance, "white collar" insurance, casualty and property insurance for any Improvements in Common Areas (including any buildings for amenities), and such other insurance against risks of a similar or dissimilar nature as the Board of Directors deems appropriate with respect to the Association's responsibilities and duties, including contractual liability for the indemnification set forth in Article 17.7 below;

(l) Subject to the voting requirements of Article 16.2 herein for amendment of this Declaration, dedicate, sell, subdivide or transfer all or any part of the Common Area to any public or private agency, authority, person or entity, but only with the prior consent of the Developer prior to the Turnover Date;

(m) Create, grant and convey easements upon, across, over, through and under the Common Area for ingress or egress or installation, replacement, repair and maintenance of all utilities or other such facilities including, but not limited to, water, sewers, natural gas, telephones, electricity and television cable systems;

(n) Establish and publish rules and regulations to regulate and control the Owners' use and enjoyment of the Common Area as well as such other activities which effect the Members' quiet and peaceful use of the Lots within the Subdivision;

(o) Employ or provide duly qualified officers for the purpose of providing police or security protection as the Board deems necessary or desirable in addition to that rendered by public authorities;

(p) Borrow money from any person, including the Developer, for the proper conduct of the Association's affairs, and the exercise of its powers and authority and the fulfillment of its obligations, subject to any limitations set forth in the Bylaws;

(q) Suspend the voting rights of any Class A Member, Class B Member, Class C Member or Class E Member during any period in which such Member is in default on payment of any Assessment or after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter;

(r) Fine any Class A Member, Class B Member, Class C Member or Class E Member for infraction of any of the provisions of this Declaration or any published rules or regulations in amounts as may be determined and changed from time to time by the Board of Directors;

(s) Provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways;

(t) Provide for, or manage, the collection and disposal activities of rubbish, trash and garbage in the Subdivision;

(u) Care for, spray, trim, protect, plant and replant trees, shrubbery, grass and sod along all Streets and in the Common Area and other areas within the Subdivision set aside for the general use of Owners or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Members;

(v) Mow, care for, maintain and remove rubbish from vacant and unimproved Lots or other parts of the Property and to do any other things reasonably necessary or desirable to keep any vacant and unimproved property in the Subdivision neat in appearance and in good order;

(w) Exercise all rights, power and authority granted to the Association by this Declaration; and

(x) Engage a Manager to perform such duties, powers or functions of the Association as the Board of Directors may authorize from time to time as set forth in Article 4.6 below.

4.2 Power and Authority of the Association Regarding Attached Patio Homes and Attached Townhomes. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Declaration, to the Owners of Attached Patio Homes and Attached Townhomes. Such power and authority includes, without limitation, the following:

(a) Perform exterior maintenance and repair on each Attached Patio Home located on any Attached Patio Home Lot and on each Attached Townhome located on any Attached Townhome Lot including, without limitation, painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass and other exterior improvements as elsewhere required in this Declaration and, if the need for such maintenance or repair is caused by the wasteful, negligent or intentional act or omission of an Owner of an Attached Patio Home or an Attached Townhome, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the cost thereof shall become an Assessment due from such Attached Patio Home Owner or Attached Townhome Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Annual Attached Patio Home Assessment or Annual Attached Townhome Assessment, as applicable;

(b) Acquire, provide and maintain casualty and property insurance coverage on the Attached Patio Homes and the Attached Townhomes and their respective exteriors;

(c) Provide for the plowing and clearing of snow from driveways or sidewalks of or pertaining to the Attached Patio Homes and the Attached Townhomes; and

(d) Exercise all rights, power and authority granted to the Association by this Declaration with respect to the Attached Patio Homes and the Attached Townhomes and their respective related Restricted Common Areas.

4.3 Exercise of Authority. Unless specifically reserved to the Members by this Declaration, the Bylaws, the Articles or applicable law, all powers and authority of the Association shall be exercised by the Board of Directors, acting within its sole discretion. Although the Association may exercise the powers and authority granted in Articles 4.1 and 4.2 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority except for Article 4.2 (a), (b) and (c) which shall be performed by the Association. For example, although the Association has the power to provide for collection and disposal of rubbish, trash, refuse and garbage in the Subdivision, the Board may, in its discretion, choose not to exercise that power and, in lieu thereof, require the Owners to contract with the City or private haulers to dispose of their trash. The Association shall exercise such powers and authority in the discretion of its Board of Directors, unless otherwise specifically required or permitted herein or in the Articles or Bylaws to be exercised by the Members.

4.4 Casualty Damage Insurance on Attached Patio Homes and Attached Townhomes. [THE PROVISIONS OF THIS ARTICLE 4.4 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES IN THE SUBDIVISION AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.] The Board of Directors shall obtain and maintain in full force and effect casualty insurance on the Attached Patio Homes and the Attached Townhomes and other insurable improvements on the Attached Patio Home Lots and the Attached Townhome Lots (including, unless the Board of Directors directs otherwise, the fixtures initially installed therein and replacements thereof up to the value of those initially installed therein by or for the Owners, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by the Owners), together with all heating, ventilation, air conditioning equipment and other service machinery and utilities contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount also equal to the full replacement value (i.e. one hundred percent (100%) of the current replacement cost exclusive of land, foundation, excavation and other items normally excluded from coverage), without deduction for depreciation (such amount to be re-determined periodically by the Board of Directors with the assistance of the insurance company affording such coverage). Such insurance shall afford protection against loss or damage caused by fire, windstorm, hail and other hazards covered by the standard extended coverage policy or endorsement including debris removal, demolition, vandalism, malicious mischief and water damage. At the election of the Board of Directors, the insurance required under this Article 4.4 may be in the form of a "master" or "blanket" policy. In contracting for the policy or policies of insurance obtained pursuant to this Article 4.4, the Board of Directors shall be required to make reasonable efforts to secure coverage which provides the following:

(a) The following endorsements (or equivalent): (i) "cost of demolition"; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction"; and (iv) "agreed amount" or elimination of co-insurance clause; and

(b) A provision that any "no other insurance" clause shall expressly exclude individual Owners' policies from its operation so that the casualty damage policy or policies purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage.

Prior to obtaining any policy of casualty damage insurance or any renewal thereof, and at such other intervals as the Board of Directors may deem advisable, the Board of Directors may obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Attached Patio Homes and the Attached Townhomes (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of casualty damage insurance to be secured pursuant to this Article 4.4. A certificate of such insurance, together with proof of payment of premiums and any notice issued as set forth above, shall be delivered to any Mortgagee requesting the same. The Mortgagee of an Attached Patio

Home or an Attached Townhome shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such Attached Patio Home or Attached Townhome. The premiums for such casualty damage insurance shall be an Attached Patio Home Common Expenses and an Attached Townhome Common Expense to be paid by the Annual Attached Patio Home Assessment and the Attached Townhome Assessments levied by the Association. Each Attached Patio Home Owner and Attached Townhome Owner shall be responsible for the deductible under the Association's insurance on any property damage or casualty loss to its dwelling or related Restricted Common Area. The amount of such deductible shall be uniform for all such Owners and shall be set by the Board from time to time.

4.5 Insurance Requirements Generally. All insurance coverage obtained by the Association shall be comply with the following terms and conditions:

(a) The Developer and Manager each shall be an additional named insured on all such policies as long as the Developer owns any Lot;

(b) The insurance coverage maintained by the Association shall not be brought into contribution with insurance purchased by the Owners or their Mortgagees;

(c) Coverage under the policies shall not be prejudiced by (i) any act or neglect of any Owner, or their tenants, servants, agents, invitees, and guests when such act or neglect is not within the control of the Association, or (ii) any act, neglect or failure of the Association with respect to any portion of the Property over which the Association has no control;

(d) The policies shall contain a waiver of subrogation by the insurer as to all claims against the Developer, the Board of Directors, the Association, the Manager and the Owners and their respective agents, employees, tenants, agents and household members, and of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured and contain contractual liability coverage for the indemnity set forth in Article 17.7 hereof;

(e) All policies shall be written by insurers licensed to do business in Missouri and holding a rating of B/VI or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not reasonably available, the most nearly equivalent rating; and

(f) All liability insurance shall also include a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.

4.6 Manager. Any powers, duties or rights of the Association created pursuant to this Declaration, or of the Board, as provided by law and herein, may be delegated to a Manager under a management agreement, which Manager may or may not have a relationship to the Developer or its principals or affiliates; provided, however, that no such delegation shall relieve the Association of its obligation to perform such delegated duty.

4.7 Power and Authority of the Association Regarding Villas. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association under the terms of this Declaration, to the Owners of Villas. Such power and authority includes, without limitation, providing the lawn and landscaping and snow clearing services set forth in ARTICLE 8A below and, if any repair, replacement or maintenance of any lawn, landscaping, sprinkler system or related items is caused by the wasteful, negligent or intentional act or omission of a Villa Owner, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the costs thereof shall become an Assessment from such Villa Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Annual Villa Assessments.

ARTICLE 5 COMMON AREA

5.1 Property Rights in the Common Area. Subject to the other provisions hereof, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

5.2 Maintenance of the Common Area. The Association shall own, manage, repair, maintain, replace, improve, operate and deal with the Common Area and keep it, and all improvements thereon, in good condition. The cost of performing these duties shall be a Common Expense. The Board of Directors may employ or contract with a Manager or third parties to render such services with respect to the Common Area.

5.3 Insurance. The Association may provide and maintain insurance for the protection, repair and replacement of the Common Area and Improvements therein as set forth above.

5.4 No Partition. The Common Area shall be owned by the Association, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Area.

ARTICLE 6 ASSESSMENTS, FINES AND WORKING CAPITAL FUND CONTRIBUTIONS

6.1 Obligation; Purpose.

(a) The Association may assess against Class A Members, Class B Members, Class C and Class E Members owning Lots (and each such Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot, by acceptance of a deed to such Owner's Lot, hereby agrees to pay to the Association all) Annual Assessments, Special Assessments and Default Assessments.

(b) The Association may assess against all Attached Patio Home Lots (and each Owner of an Attached Patio Home Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Attached Patio Home Assessments and Special Attached Patio Home Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(c) The Association may assess against all Attached Townhome Lots (and each Owner of an Attached Townhome Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Attached Townhome Assessments and Special Attached Townhome Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(d) The Association may assess against all Villa Lots (and each Owner of a Villa Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Villa Assessments and Special Villa Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(e) For purposes hereof, (i) "Annual Assessments" are Assessments imposed and levied by the Board of Directors against each Owner of either a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome Lot in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (ii) "Annual Attached Patio Home Assessments" are Assessments imposed and levied by the Board of Directors against each Attached Patio Home Owner in accordance with such Attached Patio Home Owner's Proportionate Share which are necessary to meet the Attached Patio Home Common Expenses, (iii) "Annual Attached Townhome Assessments" are Assessments imposed and levied by the Board of Directors against each Attached Townhome Owner in accordance with such Attached Townhome Owner's Proportionate Share which are necessary to meet the Attached Townhome Common Expenses, (iv) "Annual Villa Assessments" are Assessments imposed and levied by the Board of Directors against each Villa Owner in accordance with such Villa Owner's Proportionate Share which are necessary to meet the Villa Common Expenses, (v) "Special Assessments" are Assessments against all Owners for capital improvements to the Common Area and other purposes as stated in Article 6.5 of this Declaration, (vi)

“Special Attached Townhome Assessments” are Assessments against Attached Townhome Owners for capital improvements to the Restricted Common Areas and the Attached Townhomes and other purposes as stated in Article 6.7 of this Declaration, (vii) **“Special Attached Patio Home Assessments”** are Assessments against Attached Patio Home Owners for capital improvements to the Restricted Common Areas and the Attached Patio Homes and other purposes as stated in Article 6.6 of this Declaration, (viii) **“Special Villa Assessments”** are Assessments against Villa Owners for the services provided to the Villas and other purposes as stated in Article 6.20 of this Declaration, and (ix) **“Default Assessments”** are Assessments assessed against a Lot (either a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot) as the result of the Owner’s failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

(f) The Assessments shall be used for the benefit of the Owners and occupants of the Subdivision as set forth herein.

(g) No Assessments shall be imposed or levied against unplatted land included within the Property and no Assessments shall be imposed or levied against any Lots owned by the Class D Members.

(h) No Assessments shall be adjusted, reduced, abated rebated, or compromised by or as a result of any claim by any Owner that such Owner does not utilize or avail itself of the use of any applicable Common Area, Restricted Common Area or any of the Improvements contained therein.

6.2 Annual Assessments Payable by All Owners. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Assessments payable by all Owners based upon the estimated Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Assessment for a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot shall be made on the closing date for the purchase of such Lot by an Owner other than the original or initial builder. The Annual Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable on January 31st of each year. If the Board of Directors fails to timely make any Annual Assessments for any fiscal year, the amount of such Annual Assessments for the year shall automatically be the same as the Annual Assessments for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessments for the immediately preceding year without the approval of a majority of the Class A Members, Class B Members, Class C Members and Class E Members present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class A Members, Class B Members, Class C Members and Class E Members present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Assessments in excess of the actual Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Assessments are payable by all Owners.

6.3 Annual Attached Patio Home Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Attached Patio Home Assessments based upon the estimated Attached Patio Home Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Attached Patio Home Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Attached Patio Home Assessment for an Attached Patio Home Lot shall be made on the closing date for the purchase of such Attached Patio Home Lot by an Owner other than a builder. The Annual Attached Patio Home Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Attached Patio Home Assessment for any fiscal year, the amount of such Annual Attached Patio Home Assessment for the year shall automatically be the same as the Annual Attached Patio Home Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Attached Patio Home Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Attached Patio Home Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the

Annual Attached Patio Home Assessments for the immediately preceding year without the approval of a majority of the Class B Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Attached Patio Home Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class B Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Attached Patio Home Assessments in excess of the actual Attached Patio Home Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Attached Patio Home Assessments are payable only by Owners of Attached Patio Homes and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

6.4 Annual Attached Townhome Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Attached Townhome Assessments based upon the estimated Attached Townhome Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Attached Townhome Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Attached Townhome Assessment for an Attached Townhome Lot shall be made on the closing date for the purchase of such Attached Townhome Lot by an Owner other than a builder. The Annual Attached Townhome Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Attached Townhome Assessment for any fiscal year, the amount of such Annual Attached Townhome Assessment for the year shall automatically be the same as the Annual Attached Townhome Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Attached Townhome Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Attached Townhome Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Attached Townhome Assessments for the immediately preceding year without the approval of a majority of the Class C Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Attached Townhome Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class C Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Attached Townhome Assessments in excess of the actual Attached Townhome Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Attached Townhome Assessments are payable only by Owners of Attached Townhomes and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

6.5 Special Assessments Payable by All Owners. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Assessments, payable by all Owners over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any unexpected repair, renovation or replacement of improvements in the Common Area or for any other expenses incurred by the Association in fulfilling its obligations to all Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Assessment, the Board of Directors shall specifically refer to this Article 6.5. The Board of Directors shall promptly give the Owners written notice of the amount of all Special Assessments and the time for payment thereof. No payment of all or part of any Special Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.5 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration.

6.6 Special Attached Patio Home Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Attached Patio Home Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of damaged Attached Patio Homes or improvements in the related Restricted Common Areas or for any other expenses incurred by the Association in fulfilling its obligations to all Attached Patio Home Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Attached Patio Home Assessment, the Board of Directors shall specifically refer to this Article 6.6. The Board of Directors shall promptly give the Attached Patio Home Owners written notice of the amount of all Special Attached Patio Home Assessments and the time for payment thereof. No payment of all or part of any Special Attached Patio Home Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.6 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses related to the Attached Patio Homes and the related Restricted Common

Areas authorized by other sections of this Declaration. Special Attached Patio Home Assessments are payable only by the Owners of Attached Patio Homes and are in addition to the payment of Special Assessments under Article 6.5 hereof.

6.7 Special Attached Townhome Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Attached Townhome Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of damaged Attached Townhomes or improvements in the related Restricted Common Areas or for any other expenses incurred by the Association in fulfilling its obligations to all Attached Townhome Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Attached Townhome Assessment, the Board of Directors shall specifically refer to this Article 6.7. The Board of Directors shall promptly give the Attached Townhome Owners written notice of the amount of all Special Attached Townhome Assessments and the time for payment thereof. No payment of all or part of any Special Attached Townhome Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.7 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses related to the Attached Townhomes and the related Restricted Common Areas authorized by other sections of this Declaration. Special Attached Townhome Assessments are payable only by the Owners of Attached Townhomes and are in addition to the payment of Special Assessments under Article 6.5 hereof.

6.8 Default Assessments. The Board of Directors may assess Default Assessments against an Owner of a Single Family Residence, an Attached Patio Home or an Attached Townhome at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date. Each Default Assessment shall become a lien against such Owner's Lot when due and may be foreclosed or otherwise collected as provided in this Declaration.

6.9 Working Capital Fund Contributions. Working Capital Fund Contributions shall be made as follows:

(a) The Developer shall require the first Owner of a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the general working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Assessments (i.e. one-fourth (1/4) of the Annual Assessment) against such Lot then in effect (a "**Working Capital Fund Contribution**"). The Association shall maintain all such Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Common Expenses or meeting unforeseen expenditures. Such Working Capital Fund Contributions shall not relieve an Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

(b) In addition to the Working Capital Fund Contributions described in Subsection (a) above, the Developer also shall require the first Owner of an Attached Patio Home Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the attached patio home working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Attached Patio Home Assessments (i.e. one-fourth (1/4) of the Annual Attached Patio Home Assessment) against such Attached Patio Home Lot then in effect (an "**Attached Patio Home Working Capital Fund Contribution**"). The Association shall maintain all such Attached Patio Home Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Attached Patio Home Common Expenses or meeting unforeseen Attached Patio Home expenditures. Such Attached Patio Home Working Capital Fund Contribution shall not relieve an Attached Patio Home Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

(c) In addition to the Working Capital Fund Contributions described in Subsection (a) above, the Developer also shall require the first Owner of an Attached Townhome Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the attached townhome working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Attached

Townhome Assessments (i.e. one-fourth (1/4) of the Annual Attached Townhome Assessment) against such Townhome Lot then in effect (an “**Attached Townhome Working Capital Fund Contribution**”). The Association shall maintain all such Attached Townhome Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Attached Townhome Common Expenses or meeting unforeseen Attached Townhome expenditures. Such Attached Townhome Working Capital Fund Contribution shall not relieve an Attached Townhome Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

6.10 Fines; Lien Fees. The Board of Directors may assess and impose a Fine of such amount as the Board of Directors shall determine appropriate from time to time for each day, month or other period chosen by the Board in which any infraction of any of the provisions of this Declaration, the Articles, Bylaws or any rules or regulations promulgated by the Board is committed by any Owner of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa or any tenant of any such Owner. The Board of Directors may promulgate and change from time to time rules or regulations setting forth procedures for appealing Fines to the Board whose determination shall be final. Cause for Fines shall not be for frivolous reasons but for those actions which violate the security of Owners, endanger occupants, cause a nuisance to Owners or their tenants or interfere with the quiet enjoyment of their Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas, the Common Area or the Restricted Common Areas by other Owners or their tenants. Recourse to Fines will occur when situations are not corrected or continue to occur after written notice is given to an Owner. Warnings and recourse to Fines shall be as determined by the Board of Directors. Owners shall be responsible for the acts and omissions of tenants, guests or visitors who create such violations or infractions. Additionally, in connection with any Delinquency which constitutes a lien as set forth below, the Board of Directors may assess and impose a separate fee (a “**Lien Fee**”) of such amount as it shall determine appropriate from time to time to cover administrative time and expense of the Association, Board or Manager and their legal fees or costs or any other costs in connection therewith.

6.11 Effect of Nonpayment; Liens. Any Annual Assessment, Annual Attached Patio Home Assessment, Annual Attached Townhome Assessment, Annual Villa Assessment, Special Assessment, Special Attached Patio Home Assessment, Special Attached Townhome Assessment, Special Villa Assessment or Default Assessment or any Fine or Lien Fee (individually, the “**Delinquency**” and, collectively, the “**Delinquencies**”) that is not paid within thirty (30) days after its due date shall be delinquent. Upon a Delinquency becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each Delinquency in an amount established by the Board of Directors not exceeding five percent (5%) of the Delinquency;
- (b) Assess an interest charge from the date of delinquency of one and one-half percent (1½%) per month (18% APR) for each month, or portion thereof until paid in full, or such other rate as the Board of Directors may establish, but in no event a rate that is usurious under Missouri law;
- (c) Suspend the voting rights of the Owner during any period of a Delinquency;
- (d) Suspend the rights of the Owner and its invitees to use the Common Areas and amenities (including any swimming pool, bath house, cabanas and similar or other amenities);
- (e) Cease providing any services to the Lot and Lot Owner otherwise required under this Declaration until such Delinquency is cured (unless withholding any such service would endanger the health, safety or property of any person) and no such cessation of services shall reduce, alter or affect any Assessment due before, during or after any such cessation of services;
- (f) Accelerate all remaining Assessment installments so that unpaid Assessments and other Delinquencies shall be immediately due and payable;
- (g) Bring an action at law against any Owner personally obligated to pay the Delinquency;

- (h) File a statement of lien with respect to the Lot; and
- (i) Proceed with foreclosure of liens for the Delinquency.

A Delinquency shall constitute a lien on the Lot, including the Single Family Residence, the Attached Patio Home, the Attached Townhome or the Villa thereon and any other Improvements, and shall attach on the due date for the Assessment. After first giving the applicable Owner of the Lot at least ten (10) days' written notice of the Delinquency and intent to assert a lien, the Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of the Missouri county in which the Lot is located. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary or attorney for the Association, or on behalf of the Association by any Manager appointed by it or by an attorney for the Association or the Manager, shall set forth (i) the name and address of the Association, (ii) the amount of the Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. Simultaneously with its filing thereof, the Association or its manager shall mail a copy of the certificate of lien to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the certificate of lien and receiving a recorded copy thereof, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri. Each Owner of a Lot by its acceptance of a deed thereto hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Owner shall be liable for the amount of all unpaid Delinquencies, all penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien and, if allowed by law, all reasonable attorneys' fees and expenses incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. All liens for Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquency against persons personally liable for such amount or foreclosure proceedings are instituted. In such cases the lien shall continue until termination of the suit and sale of the Lot upon execution of any judgment obtained or until completion of foreclosure proceedings.

6.12 Personal Obligation. The amount of any Delinquency chargeable against any Lot shall be a personal and individual debt of the Owner of the Lot at the time the Assessment became due. No Owner may exempt himself from liability for the Delinquency by abandonment of his Lot or by waiver of the use or enjoyment of all, or any part of, the Common Area or the Restricted Common Areas. All successors to the fee simple title of a Lot shall be jointly and severally liable for all unpaid Delinquencies, interest, late charges, penalties, costs, expenses, and attorneys' fees against such Lot with the Owner who owned the Lot at the time the unpaid Delinquency first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Delinquencies by, or on behalf of, the Association under Article 6.15 below. The Association may bring suit against the Owner or any successor to recover unpaid Delinquencies any penalties and interest thereon, the cost and expenses of such proceedings and, if allowed by law, all reasonable attorneys' fees and expenses in connection therewith, without foreclosing or waiving the Delinquency lien provided in this Declaration.

6.13 Priority of Lien. The lien for Delinquencies provided for in this Declaration shall be subordinate to (a) liens for real estate taxes and special governmental assessments and (b) Mortgages recorded prior to the due date for any such Delinquency. The lien for Delinquencies shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri which all present and future Owners waive by taking title to Lots. Except as specifically set forth herein or provided by law, no sale or transfer of a Lot shall release it from the lien of any Delinquency. The amount of any extinguished lien for a Delinquency may, at the direction of the Board of Directors, be reallocated and assessed to all Single Family Residence Lots as a Common Expense, or to all Attached Patio Homes as an Attached Patio Home Common Expense, or to all Attached Townhome Lots as an Attached Townhome Common Expense, or to all Villa Lots as a Villa Common Expense, as applicable.

6.14 Notice to Mortgagee. Upon written notice by a Mortgagee to the Association of a Mortgage and written request for notice of unpaid Delinquencies, the Association shall report to the Mortgagee all Delinquencies remaining unpaid for longer than sixty (60) days after the due date. Any Mortgagee holding a lien on a Lot may pay

any unpaid Delinquency, together with all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

6.15 Statement of Status. Upon written request of any prospective Mortgagee or purchaser of a Lot and payment of a reasonable fee established by the Board of Directors, the Board of Directors of the Association shall issue a written statement setting forth the amount of all unpaid Delinquencies, if any, with respect to such Lot. The amount set forth on such statement from the Association shall be binding on the Association if the prospective purchaser purchases the Lot; provided, however, the Owner of the Lot during the time when such Delinquency became due and owing shall remain liable for all unpaid Delinquencies. If the Association does not issue a written statement within thirty (30) days of its receipt of the request and fee payment, the prospective purchaser may make an additional written request. If the Association does not issue a written statement within ten (10) days of the second request, the lien for the unpaid Delinquencies shall be released automatically upon the prospective purchaser's acquisition of the Lot. A statement shall be deemed issued by the Association upon deposit in the U.S. Mails or tender of delivery to the prospective purchaser.

6.16 Notification of Association's Address. The Association shall notify each Owner, at their address listed with the Association, of the Association's address, and all changes thereto, where payments shall be made and other Association business may be conducted (which may be at the Manager's offices).

6.17 Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligations of the Association; provided, however, any such action shall require, prior to the Turnover Date, the assent of the Developer and, after the Turnover Date, a majority vote of all Members of the Association. Such power shall include the ability to make an assignment of Assessments then payable to, or which will become payable to, the Association, which assignment may be then presently effective but allows such Assessments to continue to be paid to the Association and used by it unless and until the Association shall default on its obligation secured by the assignment.

6.18 Optional Developer Loans to Association. In the event that, at any time or from time to time, the Assessments (including the Annual Assessments, the Annual Attached Patio Home Assessments, the Annual Attached Townhome Assessments, the Annual Villa Assessments, the Special Assessments, the Special Attached Patio Home Assessments, the Special Attached Townhome Assessments and the Villa Special Assessments) and the Working Capital Fund Contributions (including the Working Capital Fund Contributions, the Attached Patio Home Working Capital Fund Contributions, the Attached Townhome Working Capital Fund Contributions and the Villa Working Capital Fund Contributions) are not sufficient for the Association to pay all Common Expenses and/or all Attached Patio Home Common Expenses and/or all Attached Townhome Common Expenses and/or all Villa Common Expenses or otherwise permit the Association to perform its duties and obligations under this Declaration, the Developer **may (but shall not be obligated to)** make loans or advances to the Association to enable it to meet such deficiency or deficiencies in funding. Any such loan or advance made by the Developer to the Association shall bear simple interest at a per annum rate equal to two percent (2%) above the prime rate of interest shown in the *Money Rates* section of *The Wall Street Journal* on the date such loan or advance is made and shall accrue until the loan or advance, with accrued interest, is paid in full. As soon as reasonably practicable, the Board of Directors may increase the Assessments in amounts sufficient to pay off the principal and interest of such loans or advances made by the Developer to the Association.

6.19 Annual Villa Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Villa Assessments based upon the estimated Villa Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Villa Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Villa Assessment for a Villa Lot shall be made on the closing date for the purchase of such Villa Lot by an Owner other than the original or initial builder. The Annual Villa Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Villa Assessment for any fiscal year, the amount of such Annual Villa Assessment for the year shall automatically be the same as the Annual Villa Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Villa Assessments as such Board may determine appropriate. After the Turnover Date, the Annual Villa Assessments made by the Board of Directors may not exceed (a) one hundred and

twenty percent (120%) of the Annual Villa Assessments for the immediately preceding year without the approval of a majority of the Class E Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Villa Assessments for the immediately preceding year without the approval of sixty-six and two-thirds percent (66⅔%) of the Class E Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Villa Assessments in excess of the actual Villa Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Villa Assessments are payable only by Owners of Villas and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

6.20 Special Villa Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Villa Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, any unexpected costs or other expenses incurred by the Association in fulfilling its obligations to all Villa Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Villa Assessment, the Board of Directors shall specifically refer to this Article 6.20. The Board of Directors shall promptly give the Villa Owners written notice of the amount of all Special Villa Assessments and the time for payment thereof. No payment of all or part of any Special Villa Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.20 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses related to the Villas authorized by other sections of this Declaration. Special Villa Assessments are payable only by the Owners of Villas and are in addition to the payment of Special Assessments under Article 6.5 hereof.

6.21 Initiation Fee. An Initiation Fee of \$250.00 shall be payable by each new Lot Owner to the Association, for use as part of the general funds of the Association, upon each sale, conveyance or transfer of ownership of a Lot for value (except for the transfer from the Developer to a builder and the transfer from the builder to the initial occupant/Lot Owner). From time to time the Association may increase the Initiation Fee.

ARTICLE 7 INSURANCE LOSS; CONDEMNATION

7.1 Association as 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 Area which is covered by insurance written in the name of the Association or a complete or partial taking of the Common Area in condemnation. Each Attached Townhome Owner hereby irrevocably appoints the Association as the Attached Townhome Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Attached Townhomes or the related Restricted Common Areas which is covered by insurance written in the name of the Association or a complete or partial taking of the related Restricted Common Areas in condemnation. Each Attached Patio Home Owner hereby irrevocably appoints the Association as the Attached Patio Home Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Attached Patio Homes or the related Restricted Common Areas which is covered by insurance written in the name of the Association or a complete or partial taking of the related Restricted Common Areas in condemnation. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any other Owner conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact for such purposes. The Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver, settlement or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted hereby to the Association as attorney-in-fact.

7.2 Repair of Damaged Attached Patio Homes and Attached Townhomes. [THE PROVISIONS OF THIS ARTICLE 7.2 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.] In the event of damage to or destruction of all or part of any Attached Patio Home or Attached Townhome covered by insurance written in the name of the Association pursuant to Article 4.4 above, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged property including, without limitation, any damaged Attached Patio Homes or Attached Townhomes and the fixtures and appliances initially installed therein by or for the Owners thereof, any replacements thereof installed by such Owners up to the value of those initially installed by or for them, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by such Owners in the Attached Patio Homes or the Attached Townhomes unless covered by insurance obtained by the Association (the "Association

Insured Property”). Notwithstanding the foregoing, the Association will consult with each Attached Patio Home Owner and each Attached Townhome Owner regarding the redecorating of all but the exterior maintenance area of such Owner’s Attached Patio Home or Attached Townhome, as applicable. The following shall apply in such event:

(a) As soon as practicable after an event causing damage to or destruction of any part of the Association Insured Property, the Board of Directors shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. **“Repair and reconstruction”**, as used in this Article 7.2, shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage or destruction to the Association Insured Property and no consent or other action by any Owner shall be necessary. Assessments and Fines of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

(c) The proceeds received by the Association from any casualty or hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association Insured Property.

(d) The insurance proceeds held by the Association, and the amounts received from any Special Attached Patio Home Assessments and/or by any Special Attached Townhome Assessments provided for below, constitute a fund for the payment of the costs of repair and reconstruction after casualty.

(e) With respect to Attached Patio Homes, it shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds and the balance from the Special Attached Patio Home Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Attached Patio Home Owners in proportion to the contributions each Attached Patio Home Owner made as a Special Attached Patio Home Assessment, then in equal shares per Attached Patio Home Lot, first to the Mortgagees and then to the Attached Patio Home Owners, as their respective interests appear.

(f) With respect to Attached Townhomes, it shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds and the balance from the Special Attached Townhome Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Attached Townhome Owners in proportion to the contributions each Attached Townhome Owner made as a Special Attached Townhome Assessment, then in equal shares per Attached Townhome Lot, first to the Mortgagees and then to the Attached Townhome Owners, as their respective interests appear.

7.3 Repair of Damaged Common Area or Restricted Common Areas. Except as provided herein to the contrary, the Association shall use the proceeds of all insurance for the Common Area or the Restricted Common Areas to repair or replace any part of the Common Area or the Restricted Common Areas damaged by an insured occurrence, having a fair market value in excess of the Association’s deductible.

7.4 Special Assessments, Special Attached Patio Home Assessments and Special Attached Townhome Assessments if Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to pay the costs of repair or replacement as set forth in Articles 7.2 and/or 7.3 above, the Association may, pursuant to Articles 6.5, 6.6 and 6.7 above, levy, assess and collect in advance from the Owners, the Attached Patio Home Owners and the Attached Townhome Owners, without the necessity of a special vote of the Owners, the Attached Patio Home Owners or the Attached Townhome Owners, a Special Assessment, a Special Attached Patio Home Assessment or a Special Attached Townhome Assessment, or any combination thereof, sufficient to provide funds to pay the additional cost of

such repair or replacement. If the aggregate of any Special Assessment, Special Attached Patio Home Assessment or Special Attached Townhome Assessment for expenses relating to such repair or replacement exceeds \$5,000.00 with respect to the Common Area or \$50,000 with respect to Attached Patio Homes or Attached Townhomes or the related Restricted Common Areas, then the Special Assessment, the Special Attached Patio Home Assessment or the Special Attached Townhome Assessment may be made only upon (i) prior to the Turnover Date, approval of the Developer, and (ii) after the Turnover Date, approval of the Board of Directors and approval of the Developer if it then still owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete any such repair or replacement.

7.5 Condemnation. Except as provided herein, if any portion of the Common Area or the Restricted Common Areas on which Improvements have been constructed is taken by any condemnation or similar proceeding, the Association shall restore or replace such Improvements on the remaining land included in the Common Area or the Restricted Common Areas. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken Improvement, the Association may, pursuant to Articles 6.5, 6.6, 6.7 and 6.19 above, levy, assess and collect in advance from the Owners, or the Attached Patio Home Owners or the Attached Townhome Owners or the Villa Owners, without the necessity of a special vote of such Owners, a Special Assessment, a Special Attached Patio Home Assessment, a Special Attached Townhome Assessment or a Special Villa Assessment sufficient to provide funds to pay the additional cost of such restoration or replacement. If the aggregate of any such Special Assessments for expenses relating to such restoration or replacement exceeds \$10,000.00, then such Special Assessments may be made only upon (i) prior to the Turnover Date, approval of the Developer and (ii) after the Turnover Date, approval of a majority of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration and approval of the Developer if it then owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete such restoration or replacement.

7.6 Decision Not to Rebuild or Replace. Prior to the Turnover Date, if the Developer decides, and after the Turnover Date, if Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration agree by vote at a meeting or in writing, not to repair or replace any part of the Common Area or the Restricted Common Areas damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area or the Restricted Common Areas, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area or the Restricted Common Areas by the Association in a neat and attractive condition. Prior to the Turnover Date, the Developer and, after the Turnover Date, Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration may elect not to restore or replace any improvements comprising a part of the Common Area or the Restricted Commons Areas taken by condemnation. In either case, the Board of Directors shall, in its sole discretion, either retain all unused insurance proceeds or condemnation awards (or any awards in excess of the cost of restoring or replacing the taken improvements) in reserve or distribute such proceeds to the Owners in accordance with each Owner's Proportionate Share. Notwithstanding the foregoing, the Developer and the Owners may not agree, vote or elect not to repair, reconstruct or restore any storm water detention facilities or City required best management practices areas without first obtaining the written consent of the City and taking adequate alternative storm water drainage control or other measures.

ARTICLE 8

ATTACHED PATIO HOME AND ATTACHED TOWNHOME MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION

[THIS ARTICLE 8 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.]

8.1 General. Subject to the provisions of Article 9 below, in addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following services to each Attached Patio Home and the Attached Patio Home Lot on which it is located, and to each Attached Townhome and the Attached Townhome Lot on which it is located, which is subject to the Annual Attached Patio Home Assessment and the Annual Attached Townhome Assessment hereunder in as nearly a uniform manner as may be reasonably possible, and each Attached Patio Home Owner and each Attached Townhome Owner shall be

obligated to accept and participate in the Association's provisions of such services by such Owner's acceptance of a deed to such Owner's Lot.

8.2 Exterior Maintenance. The Association shall provide exterior maintenance upon each separate Attached Patio Home and Attached Townhome which is subject to Annual Attached Patio Home Assessments and Annual Attached Townhome Assessments hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior Improvements. The foregoing shall not include any responsibility on behalf of the Association to repair or replace exterior building surfaces or damage thereto, arising from: (i) structural defects or damage resulting from settlement, structural collapse or other interior structural damages; or (ii) resulting from an Attached Patio Home Owner's or an Attached Townhome Owner's failure to properly and adequately provide routine general maintenance and protection from the elements or other care to such Owner's Attached Patio Home or Attached Townhome, as applicable; or (iii) fire, windstorm, vandalism or other casualty loss covered by fire and extended coverage loss provisions of a standard form of homeowner's insurance policy. Such exterior maintenance shall not include driveways, sidewalks, decks or patios, glass surfaces, windows, window frames, screens, light bulbs, garage doors, doors or shrubs or other plantings within five feet (5') of an Attached Patio Home or an Attached Townhome's foundation (which shall be each such Owner's responsibility). No change in the color of the exterior surfaces of any Attached Patio Home or Attached Townhome shall be made by the Association or any Owner from the original colors used without such change being first considered and recommended by the Review Board. Thereafter, prior to the Turnover Date, the Developer must approve any such recommendations. After the Turnover Date, such recommendations shall be submitted to the Class B and Class C membership for acceptance, which acceptance shall require a vote of sixty-six and two-thirds percent (66 2/3%) of the Class B and Class C Members of the Association present at a meeting called to consider such proposal at which a quorum is present.

8.3 Lawn and Landscaping Care; Snow Clearing. The Association shall provide lawn and landscaping care consisting of mowing, edging, fertilizing, weed control and reseeding of all grass areas and trimming and replacing of trees, bushes, shrubbery and plantings on the Attached Patio Home Lots and the Attached Townhome Lots and the related Restricted Common Areas (other than those which are an Attached Patio Home Lot Owner's or an Attached Townhome Lot Owner's responsibility as set forth in Article 8.2 above). The Association also shall provide snow clearing from the Attached Patio Homes and the Attached Townhome driveways, from the sidewalk from the front porch to the driveway (but not the front door, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces. If access to a driveway or any part thereof is blocked by a vehicle or other item, the inaccessible area will not be cleared nor shall the snow removal operator be required to return if the area becomes accessible.

8.4 Attached Patio Home Owner's and Attached Townhome Owner's Responsibility for Sewer Lines. Each Attached Patio Home Owner and each Attached Townhome Owner shall be responsible for the maintenance, repair and replacement of the sewer line from the Attached Patio Home and the Attached Townhome to the City's public sewer system, including any collectors, and is hereby granted an easement across that portion of the Common Area or the related Restricted Common Areas in which such sewer line or any collector is located for such purpose.

8.5 Uniformity of Service. The Association shall arrange and provide for a uniform method of providing the foregoing services to the Attached Patio Homes and the Attached Townhomes. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and, toward that end, shall have authority to contract with one or more providers of such services on behalf of all the Attached Patio Home Owners and the Attached Townhome Owners to provide such services to the Attached Patio Homes and the Attached Townhomes within the Subdivision.

8.6 Exclusivity. No Attached Patio Home Owner nor any Attached Townhome Owner shall do any act or take any action on such Owner's own which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to such Owner's own Attached Patio Home or Attached Townhome unless the Association fails to provide such service, after written notice to the Association demanding such services be reasonably provided, to an Attached Patio Home Owner or an Attached Townhome Owner who can establish such services are not being provided to such Owner's Attached Patio Home or

Attached Townhome, as applicable, in a uniform manner with the other Attached Patio Homes and Attached Townhomes within the Subdivision.

8.7 Attached Patio Home Owners and Attached Townhome Owners Responsibility for Driveways, Sidewalks, Patios and Decks. Anything contained above to the contrary notwithstanding, each Owner of an Attached Patio Home or an Attached Townhome, as applicable, shall be responsible for using due care in the usage and utilization of and for the repair and replacement of any driveway and/or sidewalk areas dedicated to such Owner's Attached Patio Home or Attached Townhome, as applicable. The foregoing responsibility shall include, but not be limited to, each such Owner's obligation to protect and preserve the surface of such driveway and sidewalk from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to or the replacement of any such driveway or sidewalk, for any cause or any reason, shall be the responsibility of such Owner, and if such Owner fails to do so, the Association shall be authorized to repair such damage or to make any necessary replacement at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder. If, in the course of installing, maintaining or repairing Improvements located on the related Restricted Common Areas, any Attached Patio Home Owner or any Attached Townhome Owner, or such Owner's contractor, agent or employee, damages, destroys or harms any Improvement located within the Common Area or the related Restricted Common Areas, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm. Each Attached Patio Home Owner or Attached Townhome Owner also is responsible for all maintenance, repair and replacement of any patio or deck pertaining to such Owner's Attached Patio Home or Attached Townhome and the Association shall have no responsibility therefor.

8.8 Developer's Modification Rights. The Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of this Article 8 for any Attached Patio Homes or Attached Townhomes designated on any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property to this Declaration.

ARTICLE 8A VILLA MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION

**[THIS ARTICLE 8A APPLIES ONLY TO VILLAS AND NOT TO ATTACHED PATIO HOMES,
ATTACHED TOWNHOMES OR SINGLE FAMILY RESIDENCES.]**

8A.1 General. In addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following limited services to each Villa and to each Villa Lot on which it is located, which is subject to the Annual Villa Assessment hereunder in as nearly a uniform manner as may be reasonably possible. Each Villa Owner: shall be obligated to accept and participate in the Association's provision of such services by such Owner's acceptance of a deed to such Owner's Lot; grants to the Association, its contractors, service providers and other agents an access easement in, over and across such Owner's Lot so that the following services can be provided; and agrees not to interfere with, impair or prohibit the providing of such services. The Association has the right to determine the scope and timing of such services.

8A.2 Lawn and Landscaping Care; Snow Removal.

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of irrigation, sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner's Lot without the prior written approval of the Review Committee. Any such other plantings

so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the irrigation system (which shall be controlled exclusively by the Association). Each Villa's landscaping plan shall include a complete irrigation system for all turf and landscape areas. The system shall: (i) have all components accessible and maintainable from the outside of the Villa; (ii) include a water tap in the front yard after the water meter; (iii) include a brass curb stop with two inch (2") pvc sleeve accessible with a five foot (5') standard water key; (iv) include with the water tap a double check backflow preventer located underground in a rectangular valve box; and (v) include an outdoor irrigation controller mounted on an exterior wall of the Villa along with a rain sensor mounted on the side or rear gutter of the Villa. If the City does not allow a double check backflow, then the approved backflow shall be located on a side of the Villa out of sight from the street. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, costs to maintain and repair such augmented portion shall be the Owner's responsibility. Any such additional sprinkler costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include trimming or replacement of street trees, replacement or reseeded of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow removal from the Villa driveways and the sidewalk from the front porch to the driveway (but not the front porch, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces. If access to a driveway or any part thereof is blocked by a vehicle or other item, the inaccessible area will not be cleared nor shall the snow removal operator be required to return if the area subsequently becomes accessible.

(c) No other services shall be provided to Villa Owners.

8A.3 Uniformity of Service. The Association shall arrange for a uniform method of providing the foregoing limited services to the Villas. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and toward that end, shall have authority to contract with one or more providers of such services on behalf of all the Villa Owners to provide such services to the Villas within the Subdivision.

8A.4 Exclusivity. No Villa Owner shall do any act or take any action on such Owner's own which shall interfere, impair, prohibit or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to such Owner's own Villa unless the Association, fails to provide such service within thirty (30) business days after written notice to the Association demanding such services be reasonably provided, to a Villa Owner who can establish such services are not being provided to such Owner's Villa in a uniform manner with the other Villas within the Subdivision. Provided, however, that the Association shall not be in breach or default of this provision if it commences the cure of such failure within such thirty (30) business day period and thereafter diligently pursues such cure to completion as soon as reasonably practicable.

8A.5 Villa Owner's Maintenance Responsibility. Each Villa Owner shall be responsible, at such Owner's cost and expense, for the repair, maintenance and replacement when necessary, of the exterior and interior of the Villa and all related Improvements and systems including, without limitation, roofs, walls, foundations, gutters, downspouts, windows, doors, garage doors, porches, patios, decks, driveways, sidewalks, sewer, water, gas, electrical and other utilities' lines, pipes, wires or conduits (to the extent not the responsibility of the applicable utility provider). The foregoing responsibility shall include, but not be limited to, each such Owner's obligations to protect and preserve the surface of such driveways and sidewalks from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose

properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to or the replacement of any such driveway or sidewalk, for any cause or any reason, shall be the responsibility of such Owner, and if such Owner fails to do so, the Association shall be authorized to repair such damage or to make any necessary replacement at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder.

8A.6 Developer's Modification Rights. The Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of this Article 8A for any Villas designated on any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property to this Declaration.

ARTICLE 9

ATTACHED PATIO HOME AND ATTACHED TOWNHOME PARTY WALLS AND RELATED MATTERS

[THIS ARTICLE 9 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.]

9.1 Boundary Line Between Attached Patio Homes and Attached Townhomes. The boundary line between two (2) Attached Patio Homes or Attached Townhomes shall be deemed to be the center line of the airspace between the exterior walls of the two (2) Attached Patio Homes or Attached Townhomes which abut such airspace (the "Party Walls") or, if there is no such airspace, where the Party Walls abut, notwithstanding the fact that the common boundary line for the Attached Patio Home Lots or the Attached Townhome Lots may not be located precisely upon said center line of the Party Walls. The Owner of each Attached Patio Home Lot or Attached Townhome Lot from time to time shall have the full rights of ownership, use and occupancy of the Attached Patio Home or the Attached Townhome located primarily upon such Attached Patio Home Lot or Attached Townhome Lot and the Owner of one (1) Attached Patio Home or Attached Townhome shall not have any right, title or interest in any part of the other Attached Patio Home or Attached Townhome located primarily upon the adjacent Attached Patio Home Lot or Attached Townhome Lot.

9.2 Repair and Maintenance of Party Walls. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the Attached Patio Home and the Attached Townhomes from time to time shall, at their respective sole cost and expense, make all repairs and perform all maintenance required upon the surface and non-structural elements of the portion of the Party Walls which serves as an interior / exterior wall of the Attached Patio Home or the Attached Townhome owned by such Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one (1) Attached Patio Home Owner or Attached Townhome Owner (or such Owner's tenants, agents, employees, guests or invitees), then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance.

9.3 Repairs and Maintenance of Utilities in and Structural Elements of Party Walls. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the applicable Attached Patio Homes and Attached Townhomes from time to time shall make or cause to be made all repairs and maintenance to all utilities to the extent common to such Attached Patio Homes and Attached Townhomes including, but not limited to, sewer, water and electrical utilities and to the structural elements of such Owner's portion of the Party Walls, with the cost of any such common repairs or maintenance to be paid equally by each applicable Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one (1) Owner (or such Owner's tenants, agents, employees, guests or invitees), or they are applicable only to one (1) Owner's portion of the Party Walls, then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance or whose portion is affected.

9.4 Repairs / Maintenance in Compliance with Laws. Any and all repairs and maintenance which an Attached Patio Home Owner or any Attached Townhome Owner, or all applicable Attached Patio Home Owners or Attached Townhome Owners jointly, shall be required to perform hereunder or shall elect to perform shall be done in a

good and workmanlike manner and in full compliance with all laws, ordinances, statutes, rules and regulations of any Federal, State, County or local government or governmental agency or authority. Any such repairs and maintenance, once commenced, shall thereafter be diligently pursued to completion. Each such Owner shall have a reciprocal easement across the other applicable Owner's Lot to allow reasonable access for the purpose of making inspections and performing any maintenance or repairs. Such easement rights shall be exercised in such a manner as to avoid, to the extent reasonably practicable, unnecessary interference with the use and occupancy of the other Owner's Lot.

9.5 Insurance. The casualty and property damage insurance required to be carried by the Association as set forth in Article 4.4 above shall expressly cover casualty damage or destruction of the Party Walls.

9.6 Waiver of Liability. Notwithstanding anything to the contrary herein, each Owner of an Attached Patio Home and each Owner of an Attached Townhome hereby releases the Association, the Developer, the other applicable Attached Patio Home Owner(s) and Attached Townhome Owner(s) and their respective tenants, agents, employees, guests or invitees from all liability for damage due to any act or neglect of the Association, the Developer, such other Owners or their respective tenants, agents, employees, guests or invitees (except as herein provided) occurring to the Attached Patio Home or the Attached Townhome which is or might be incident to or the result of a fire or any other casualty which is or would be covered by the casualty insurance policy described in Article 4.4 above or which is covered by any other insurance policy actually maintained by such Owner or such Owner's tenants or other occupants; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful act or omission of any such Owner.

9.7 Limitation on Alterations to Party Walls. No Owner of an Attached Patio Home or an Attached Townhome shall have the right, except with the prior written consent of the other applicable Attached Patio Home Owner(s) or Attached Townhome Owner(s), to (i) make any alterations or additions to any Party Wall or any part thereof, except non-structural, interior alterations made within the living unit of such Owner's Attached Patio Home or Attached Townhome, or (ii) take any action which will adversely affect the structural integrity or sound transmission prevention qualities of the Party Walls. To the extent any such Owner shall make any alterations or additions to the Party Walls, (a) such Owner shall, at such Owner's sole cost and expense, keep and maintain such alterations or additions in good condition and repair and (b) in the event of any fire or other casualty, the restoration and repair of such alterations or additions shall be at the sole cost and expense of such Owner.

9.8 Exterior of Party Walls - Colors and Materials. The exterior portions of any Party Wall visible outside an Attached Patio Home or an Attached Townhome shall be of the same color and/or materials as the exterior walls thereof or only such other colors and/or materials as are approved in advance by the Review Committee.

9.9 Lien Rights. Should an Attached Patio Home Owner or an Attached Townhome Owner fail or refuse to pay any costs or expenses as provided in this Article 9, the non-defaulting adjacent Owner(s) shall be entitled to a lien on the Lot of the Owner so failing or refusing to pay to the extent of such costs or expenses. Payment of such costs or expenses may be enforced as a mechanic's lien on such Lot through proceedings in any court in Missouri, having jurisdiction of suits for the enforcement of such liens. Such non-defaulting Owner(s) may also file a certificate of nonpayment of such costs or expenses against the defaulting Owner's Lot in the office of the Recorder of Deeds for the applicable county in Missouri in which the Lot is located. Such liens shall continue for a period of five (5) years from the date of nonpayment of the costs or expenses, unless suit shall have been instituted for collection of the costs or expenses, in which case the lien shall continue until payment in full of such costs or expenses or termination of the suit against the defaulting party.

9.10 State Law Governs. To the extent not inconsistent with the provisions of this Article 9, the laws of the State of Missouri regarding the Party Walls shall be applicable with respect to each Party Wall.

ARTICLE 10

ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS

10.1 Architectural Review Committee. An Architectural Review Committee (the "Review Committee"), consisting of three (3) or more persons, shall be established to exercise the powers granted by this Article 10. At all times prior to the Turnover Date, the Developer shall have the power to appoint all members of the

Review Committee, who shall serve until they resign or are removed by the Developer. After the Turnover Date, the Board of Directors shall appoint the members of the Review Committee, at least one (1) of which shall be a Class A, B, C or E Member, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.

10.2 Architectural Control. To preserve the harmony of the construction, location and exterior design and appearance of the Lots, the Single Family Residences, the Attached Patio Homes, the Attached Townhomes, Villas and other Improvements on the Lots, (a) all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas buildings, walls, fences, structures and other appurtenances or Improvements of any kind to be constructed or located on any Lot (collectively, the “**Improvements**”), (b) all additions, changes and alterations to any Improvement which impacts its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, the “**Proposed Construction**”), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Article 10.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof including, without limitation, Article 10.5 below, or where the exterior design or appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas in the Subdivision, the topography and overall design and appearance of the Subdivision, the Developer’s intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision in the sole opinion of the Review Committee. The Board of Directors also shall have the power and right to designate certain areas within the Property as Restricted Common Areas.

10.3 Application for Approval. The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications and information (including all construction drawings and site plans) showing, as and if applicable, (a) the front, rear and side elevations, (b) proposed grading and drainage from the Lot, (c) floor plan with total square footage, (d) height of all Improvements, (e) exterior materials, (f) method of construction, (g) exterior color scheme, including samples, manufacturers name and product numbers, (h) landscaping and (i) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within thirty (30) days after its last receipt of information from the Owner or his representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner’s application within thirty (30) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Article 10.3 fully satisfied. The provisions of this Article 10.3 are intended primarily for application to Single Family Residences and Villas and shall not be construed or interpreted to imply any ability of an Owner to modify, alter, change or otherwise improve the exterior of any Attached Patio Home or any Attached Townhome.

10.4 Modification of Requirements; Appeal of Review Committee Decision. Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may waive any of the requirements set forth herein, including those set forth in Article 10.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review Committee renders its decision. The Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders its decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within sixty (60) days of it being timely submitted, the relief requested in the appeal shall be deemed denied. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.

10.5 General Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas and other Improvements constructed on any Lot shall conform to the following:

(a) Except for model homes, temporary model homes or other sales trailers or centers or as otherwise specifically provided herein, no building other than a Single Family Residence, Attached Patio Home, Attached Townhome or Villa may be constructed on any Lot. All Single Family Residences must be constructed on Lots platted and/or created only for Single Family Residences, all Attached Patio Homes must be constructed on Lots platted and/or created only for Attached Patio Homes, all Attached Townhomes must be constructed on Lots platted and/or created only for Attached Townhomes and all Villas must be constructed on Lots platted and/or created only for Villas. Under no circumstance, even with Review Committee or Board of Director approval, shall any commercial, retail or other business building be constructed on any Lot which is subject to this Declaration.

(b) No Single Family Residence or other structure shall be erected on any part of a Single Family Residence Lot nor shall any Residence be located on any Single Family Residence Lot nearer to the front Lot line or the side Lot line than the minimum building set-back shown on the recorded Plat or as set forth in the Zoning Ordinance or, if none is shown on the Plat or set forth in the Zoning Ordinance, seven and one-half (7.5) feet. No Single Family Residence shall be located nearer to an interior Lot line than the lesser of seven and one-half (7.5) feet or ten percent (10%) of the width of the Single Family Residence Lot or as otherwise required or permitted by the Zoning Ordinance. An interior Lot line is the common boundary line between two (2) Single Family Residence Lots. The Review Committee shall approve the orientation of the Single Family Residences on the Single Family Residence Lots and may require the front of Single Family Residences located on corner Single Family Residence Lots to be forty-five degrees (45°) to the front Lot line.

(c) The finished floor area of the main structure of a Single Family Residence shall be at least 1,500 square feet for all one-story Single Family Residences, at least 1,300 square feet for all split-level or split-entry Single Family Residences, at least 1,200 square feet of finished first floor area and at least 1,800 square feet of total finished floor area for any one and one-half (1 1/2) - story Single Family Residences and at least 1,000 square feet of finished first floor area and a total finished floor area of not less than 2,100 square feet for two (2) story Single Family Residences. The above-required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves and similar portions of such Single Family Residences. The Developer and/or Review Committee reserves the right to require greater square footages on the approval of any plan. No building or structure other than a Single Family Residence shall be erected, altered, placed or permitted to remain on any Single Family Residence Lot. No Single Family Residence may exceed two (2) levels in height in the front. Each Single Family Residence shall have an attached garage for not less than two (2) nor more than four (4) vehicles.

(d) All exterior surfaces of any Single Family Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee. Vinyl siding on any Single Family Residence shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) Any portion of a foundation protruding more than twelve inches (12") above the ground shall be painted the same color as the body of the Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas, as applicable.

(f) All Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas shall have wood, wood clad, vinyl or aluminum windows and may have aluminum or other metal storm windows and screens or such other types as approved by the Review Committee.

(g) All Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas shall be roofed with a minimum of a 30-year composition roof or such other materials as shall be allowed by the Review Committee.

(h) All wood and other non-brick or non-stone exteriors of any Single Family Residence, Attached Patio Home, Attached Townhome or Villa (except roofs), if permitted by the Review Committee,

shall be painted or stained with high quality products of a color required by the Review Committee. During construction, no Single Family Residence, Attached Patio Home, Attached Townhome, Villa or any addition to or remodeling thereof shall stand with an unfinished exterior for longer than six (6) months.

(i) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on or to each Single Family Residence Lot, each Attached Patio Home Lot, each Attached Townhome Lot and each Villa Lot.

(j) All driveways for Single Family Residences and Villas shall be constructed of concrete. With the advance written approval of the Review Committee, driveways for Attached Patio Homes and Attached Townhomes may be asphalt. No rock or gravel driveways shall be permitted. Each Owner of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa shall maintain such Owner's driveway in good condition and replace the same when necessary. No driveway may be constructed in a manner which permits an additional vehicle to be parked on such driveway without impeding the direct access of any other vehicle to any portion of the garage, any such determination to be made in the sole discretion of the Review Committee.

(k) All yards initially shall be sodded with the following perennial turf grasses: blue grass, fine blade fescue or fine blade rye. Zoysia grass may be used in certain areas but only as approved in advance by the Review Committee. Use of bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light, topography or costs would make sodding impractical or unreasonably expensive. All Single Family Residence Owners shall keep their respective lawns and plantings (including street trees) mowed, trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) shall permit.

(l) For Single Family Residences, one (1) of each of the following items may be constructed on each Single Family Residence Lot for personal, non-commercial use by the Single Family Residence Owner with the prior approval of the Review Committee: in-ground swimming pools, hot tub and spa. The Review Committee may require fencing and/or screening of such approved items. No above ground or above grade swimming pools shall be permitted on any Single Family Residence Lot.

(m) For Single Family Residences, one (1) permanent basketball goal may be erected adjacent to or along the Single Family Residence's driveway with the prior approval of the Review Committee. Portable basketball goals are not permitted.

(n) For Single Family Residences, no playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Single Family Residence.

(o) For Single Family Residences, outdoor furniture, fire pits, barbecue grills and similar items may be used in the front or side yards or driveways but may not be stored or left on such areas overnight or for any extended period of time. Outdoor furniture may be stored in or kept on front porches.

(p) For Single Family Residences, vegetable, herb or other gardens not exceeding one hundred (100) square feet in size, located behind the rear corners of the Residence and at least five feet (5') away from the boundary of the Lot are permitted on a Single Family Residence Lot. Raised gardens, garden canopies, other garden improvements and gardens in excess of the square footage set forth above may be permitted only with the prior advance written approval of the Review Committee.

(q) Construction of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa shall be fully completed within twelve (12) months after excavation is started.

10.6 Construction Standards Applicable to Attached Patio Homes and Attached Townhomes. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Attached Patio Home and each Attached Townhome constructed on any Lot shall conform to the following, as applicable:

(a) All Attached Patio Homes and Attached Townhomes shall be erected or located on each Attached Patio Home Lot and/or Attached Townhome Lot as shown on the plat, replat or lot split certificate of survey creating the same and any requirements of any City code or regulation. The Review Committee shall approve the orientation of the Attached Patio Homes on the Attached Patio Home Lots and the Attached Townhomes on the Attached Townhome Lots.

(b) The finished floor area of each Attached Patio Home and each Attached Townhome shall be as designated in the Supplemental Indenture which adds Lots for them as Expansion Property and subjects such Lots to the jurisdiction of this Declaration. For purposes of calculating the foregoing minimums, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Attached Patio Home or any Attached Townhome as a condition of approval of any Proposed Construction.

(c) No Attached Patio Home or Attached Townhome may exceed two (2) stories in height in the front without prior unanimous approval of the Review Committee.

(d) All exterior surfaces of any Attached Patio Home or Attached Townhome shall be constructed only of wood covered with vinyl siding at a minimum of .042 inch panel thickness, or such other materials as approved by the Review Committee or a combination of the foregoing materials, and be of a color or colors required by the Review Committee, which colors may not be changed by any Owner.

(e) Each Attached Townhome shall have a garage for one (1) vehicle and the walls of such garage shall be finished in a quality manner.

(f) Each Attached Patio Home shall have a garage for two (2) vehicles and the walls of such garage shall be finished in a quality manner.

(g) No vegetable or herb gardens shall be permitted except within an area five feet (5') from the rear corners of an Attached Patio Home or an Attached Townhome and shall not exceed one hundred (100) square feet in size or be raised or have canopies or other improvements except with the prior written approval of the Review Committee. Flower gardens shall be permitted only within five feet (5') of the foundation in the front, rear or on any side thereof.

(h) A hot tub or spa may be constructed at the rear of an Attached Patio Home or an Attached Townhome but within the Lot lines for personal, non-commercial use by the Owner thereof with the Review Committee's prior approval. The Review Committee may require fencing or screening of such items.

(i) No basketball goals, whether permanent or portable, shall be erected, installed, used, placed or permitted to remain on any Attached Patio Home or Attached Townhome or any part or portion thereof or on or in any related Restricted Common Areas adjacent thereto (i.e. driveways or sidewalks).

(j) No playground equipment may be installed or used on or in any Restricted Common Areas or Common Area adjacent or nearby to any Attached Patio Home or Attached Townhome.

(k) For Attached Patio Homes and Attached Townhomes, no fencing of any type shall be erected or installed on the Common Area or the Restricted Common Areas except fencing between rear patios or decks or as otherwise approved in advance by the Review Committee and all fencing materials, placement, size, height and type must be approved in advance by the Review Committee.

(l) In the event of any conflict between the provisions of this Article 10.6 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.6 shall control.

10.7 Construction Standards Applicable to Villas. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Villa constructed on any Lot shall conform to the following, as applicable:

(a) All Villas shall be erected or located on each Villa Lot as shown on the plat creating the same and any requirements of any City code or regulation. The Review Committee shall approve the orientation of the Villas on the Villa Lots.

(b) The finished floor area of each Villa shall be at least 1,800 square feet of total finished floor area. For purposes of calculating the foregoing minimum, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Villa as a condition of approval of any Proposed Construction.

(c) No Villa may exceed two (2) stories in height in the front without prior unanimous approval of the Review Committee.

(d) All exterior surfaces of any Villa shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee. Vinyl or other siding on any Villa shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) Each Villa shall have a garage for a minimum of one (1) vehicle and the walls of such garage shall be finished in a quality manner.

(f) Vegetable, herb or other gardens not exceeding one hundred (100) square feet in size, located behind the rear corners of the Villa and at least five feet (5') away from the boundary of the Lot are permitted on a Villa Lot. Raised gardens, garden canopies, other garden improvements and gardens in excess of the square footage set forth above may be permitted only with the prior advance written approval of the Review Committee.

(g) No sports court or other similar facility may be constructed on a Villa Lot.

(h) No playground equipment may be installed or used on or in any Villa Lot or Restricted Common Areas or Common Area adjacent or nearby to any Villa.

(i) No fencing of any type shall be erected or installed on any Villa Lot except "invisible pen" fencing (or other fencing approved in advance by the Review Committee which approval it may deny, withhold or condition in its sole discretion) that does not interfere with or damage any sprinkler system component (with any damage being repaired at the Owner's cost).

(j) In the event of any conflict between the provisions of this Article 10.7 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.7 shall control.

10.8 Modification of Standards. In its sole and absolute discretion, the Review Committee may approve exceptions to and variations from any of the foregoing construction standards. Additionally, the Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of the this Article 10 for any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property or this Declaration.

ARTICLE 11 USE RESTRICTIONS

11.1 General. Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof (which waiver may not be granted if contrary to any specific prohibition set forth herein), the following restrictions are hereby placed on the Property.

11.2 Single Family Residence, Attached Patio Home, Attached Townhome and Villa Use Only.

Except as specifically provided herein, each Single Family Residence, each Attached Patio Home, each Attached Townhome and each Villa shall be used strictly as a single family dwelling unit for a single household of one or more persons. None shall be used as or for a halfway house for alcoholics, drug addicts, prisoners, juvenile delinquents or individuals under court mandated supervision or a group home for unrelated persons with mental, physical or other developmental disabilities or a domestic violence shelter or a nursing home or a daycare facility, all of which are prohibited in the Subdivision unless otherwise required or permitted by the Zoning Ordinance. No business shall be conducted, or carried on, in or from any Lot, Single Family Residence, Attached Patio Home, Attached Townhome or Villa except (a) marketing or sales activities by the Developer, or its agents, and builders authorized to have model homes may be conducted from model homes or sales trailers and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Single Family Residence or Attached Patio Home or Attached Townhome or Villa who are not permanently residing therein and (ii) customers regularly visiting to conduct business. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial or business activity is not compatible with the Subdivision for any reason.

11.3 Prohibited Buildings and Structures. No mobile home or trailer (with or without wheels), basement (without a Single Family Residence, an Attached Patio Home, an Attached Townhome or Villa above it), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time (except that, with respect to Attached Patio Homes and Attached Townhomes, tents used for temporary recreational or social purposes may be erected in the Common Area closest to such Attached Patio Home or Attached Townhome but only with the prior approval of the Review Committee). Storage or utility sheds or barns are not permitted on any Lot.

11.4 Fences. Except as set forth in Articles 10.5, 10.6 and 10.7 above, with respect to Attached Patio Homes, Attached Townhomes and Villas, no fences shall be permitted on any Lot, the Restricted Common Areas or the Common Area (except between decks or patios initially constructed with respect to Attached Patio Homes and Attached Townhomes) without the prior approval of the Review Committee, which approval must be obtained in advance of construction. The construction methods, materials and location of all fences approved by the Review Committee shall harmonize with the external design of the Single Family Residences, Attached Patio Homes and Attached Townhomes in the Subdivision. No wire, chain link, wood, plastic or polymer fences shall be permitted (except for privacy fencing in certain areas which may be wood, plastic or polymer materials as approved in advance by the Review Committee). Under no circumstance shall any fence be permitted in violation of restrictions in the Plat or any ordinance approving the Plat or any other plat affecting the Property. For Single Family Residences: no fences shall be placed in front of the rear wall of the Single Family Residence; fences shall be constructed of wrought iron (or aluminum or steel simulations thereof); shall not exceed five (5) feet in height; and shall not have double gates or gates exceeding five (5) feet in width. The total number and location of gates are subject to prior written Review Committee approval. The Review Committee may require other restrictions for corner Lots based on the orientation of the Single Family Residence on such corner Lot and the yards of adjacent Lots.

11.5 Mailboxes; Mailbox Fee. If mail delivery via centralized boxes in the Common Area is available, no other mailboxes shall be located on the Lots or the Restricted Common Areas. If such centralized mail delivery is unavailable, the Review Committee shall approve the design, appearance and location of all mailboxes erected or located on any Lot or the Restricted Common Areas. The Developer may charge a fee in the sale contract for any Lot to reimburse itself for any costs incurred by it in connection with the installation of centralized mailboxes.

11.6 Antennas and Other Projections. Except as provided herein, no television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothes line, pole (exclusive of permitted basketball goals for Single Family Residences and Villas only) or other unsightly projection shall be visible from the exterior of any Villa, Attached Patio Home, Attached Townhome or Single Family Residence, including any such item attached thereto or located in a yard, the Restricted Common Areas or the Common Area. The Review Committee may, in its sole discretion, approve satellite dishes which are thirty-nine inches (39") or less in diameter or otherwise in size and/or solar panels attached to a Villa, an Attached Patio Home, an Attached Townhome or a Single Family Residence permitted by applicable laws and regulations subject to all conditions which the Review Committee attaches to such approval, including the location and applicable screening of the satellite dish or solar panel, which conditions shall comply with all applicable laws and regulations. To the extent that this restriction may be inconsistent with the

regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

11.7 Flagpoles and Ornamental Light Fixtures for Villas and Single Family Residences Only. A flagpole or an ornamental light fixture may be erected or installed in the front yard of a Single Family Residence or a Villa with the approval of the Review Committee obtained in advance of erection or installation of the same. The location, design, materials and method of installation of such items shall be as approved or established in advance by the Review Committee. Flagpoles and ornamental light fixtures are prohibited in the Restricted Common Areas or on Attached Patio Homes and Attached Townhomes.

11.8 Garages. No garage may be improved for use as living area. All doors of garages of Attached Patio Homes, Attached Townhomes, Villas and Single Family Residences which are visible from the curb shall be kept closed except when removing motor vehicles or other items from, or the cleaning of, such garage.

11.9 Holiday Decorations. Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa on any Lot only during the period beginning thirty (30) days prior to and ending fifteen (15) days after such holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall be only as established or permitted by the Review Committee.

11.10 Septic Tanks. No septic tanks or other individual sewage disposal system may be constructed on any Lot or elsewhere on the Property.

11.11 Storage Tanks. No tank for storage of oil or other product may be maintained in any Attached Patio Home, Attached Townhome, Villa, Single Family Residence, garage or on any Lot, whether above or below the surface of the ground.

11.12 Refuse. No trash receptacles, trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, the Common Area or any of the Restricted Common Areas, except during construction of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa or any addition thereto or remodeling thereof. The storage or burning of trash receptacles, trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day and brought in within twelve (12) hours following scheduled collection.

11.13 Signs; Advertising. Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in or on any Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa or be visible from the interior of any Single Family Residence, Attached Patio Home, Attached Townhome or Villa or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot (or, with respect to an Attached Patio Home Lot or an Attached Townhome Lot, in the Common Area nearest such Lot) being sold or leased. The Developer may erect or place "billboard" type signs related to the Subdivision on any Lot owned by it or on any Common Area or Restricted Common Areas.

11.14 Nuisances. No activity shall be carried on in, on or from any Lot, Single Family Residence, Attached Patio Home, Attached Townhome or Villa which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on or from a Lot, a Single Family Residence, an Attached Patio Home, an Attached Townhome or Villa whether or not the Owner is involved in, or has knowledge of, such activity.

11.15 Animals. At no time shall bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals or animals requiring special permits from the State of Missouri or United States of America be kept at any time in any Single Family Residence, Attached Patio Home, Attached Townhome or Villa or on any Lot or in any Restricted Common Areas or the Common Area. Except as otherwise

prohibited herein, dogs, cats and other household pets (i) may be kept in a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa (provided such pets are not kept for breeding or other commercial purposes), (ii) are limited to no more than three (3) in total number and (iii) the keeping of such pets does not create any unsanitary condition. Doghouses or similar animal shelters shall be located (a) for an Attached Patio Home and/or an Attached Townhome, on a patio or deck in the back thereof and (b) for a Single Family Residence and a Villa, in the back yard, and, for both, shall only be of such size, design and materials as approved in advance by the Review Committee. Runs, kennels or similar structures shall not be permitted.

11.16 Vehicles. Except as provided below, no boats or motor vehicles, including automobiles, buses, campers, trailers, recreational vehicles, tractors, semi-trailers, trucks or motorcycles, may be parked, stored or kept on any Lot, Common Area or Restricted Common Areas (including driveways) except in an enclosed garage. However, passenger vehicles (i.e. automobile, van or pickup truck not larger than 3/4 tons) in operable, drivable condition may be parked on a driveway at any time. Any other passenger vehicles, trucks, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing in the Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa on the Lot may be parked in the driveway or at the curb but for no more than any portion of seven (7) out of fourteen (14) consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street or on any portion of the Common Area or the Restricted Common Areas. All vehicles that are not drivable, whose presence makes an unsightly appearance or create a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Common Area, Restricted Common Areas or at the curb for more than seven (7) consecutive days. No vehicle shall be parked on any driveway in a manner that blocks front sidewalk access across such driveway.

11.17 Occupancy; Repair. No Single Family Residence, Attached Patio Home, Attached Townhome or Villa shall be occupied until it is fully completed, except for exterior painting and minor trim details. In the event of fire, windstorm or other damage, no Single Family Residence, Attached Patio Home, Attached Townhome or Villa shall be permitted to remain in a damaged condition longer than three (3) months.

11.18 Storage of Construction Materials. No building material of any kind or character shall be placed or stored on any Lot, the Common Area or the Restricted Common Areas until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area or Restricted Common Areas approved in advance by the Board of Directors.

11.19 Landscaping Easement. Except as permitted by the Plat and the Review Committee or elsewhere herein, no Improvement or personal property of any Owner shall be located in any buffer strip shown on the Plat or any other plat affecting the Property or in any of the Restricted Common Areas or the Common Area.

11.20 Maintenance of Lawns, Plantings and Street Trees. All lawns, plantings and street trees shall be maintained and kept in good condition as set forth in Article 10.5(k) above. Single Family Residence Owners are responsible for the care, maintenance and/or replacement of street trees at such Owners' cost and expense. They shall consult the City's Parks and Recreation Department's Street Tree Planting Requirements prior to the removal or replacement of street trees. No Single Family Residence Owner shall permit grass to reach a height of six inches (6") or more or otherwise permit such Owner's lawn or plantings to create an unsightly appearance. If a Single Family Residence Owner fails to comply with this restriction, the Association may have such grass cut or otherwise correct such unsightly appearance and all costs thereof shall be assessed against and collected from such Single Family Residence Owner in the same manner as Assessments.

11.21 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or by separate recorded instruments. No structure, except driveways, paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the such utility easement. No structure, planting or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements, (c) obstructs or retards the flow of water through drainage channels or its collection

in detention ponds or basins in the easements. With respect to Attached Patio Homes, Attached Townhomes and Villas, the Association is hereby granted an easement to go on and, if necessary, maintain or replace, any shrubs or other plantings, located on the Lots therefor if the Owners fail to maintain the same and charge such Owner for the costs thereof.

11.22 No Subdividing. No Single Family Residence Lot, Attached Patio Home Lot, Attached Townhome Lot or Villa Lot may be subdivided without the prior approval of the Board of Directors.

11.23 No Mining Activities. No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind. The prohibitions of this Article 11.23 may not, under any circumstances, be waived or amended by the Review Committee, the Board of Directors, the Owners or Members.

11.24 No Hunting, Firearms or Archery Use Permitted. No hunting or use of air rifles, air pistols, firearms, bows, arrows or other archery equipment, spears, blowguns or similar devices shall be permitted or conducted by any Owner, or by any Owner's guests, tenants or invitees, at any time on any Lot or any other portion of the Subdivision or the Property, including the Common Area and the Restricted Common Areas.

11.25 Special Uses of Common Areas. With the prior written approval of the Board of Directors obtained in each instance, the Association may permit an Owner to use one or more portions of the Common Areas or the Subdivision's amenities for personal matters (e.g. teaching swimming or tennis lessons, personal fitness or other training or events). The Board may condition its approval on such requirements as it may deem necessary or desirable in its sole discretion.

ARTICLE 12

DEDICATION AND USE OF STREETS, COMMON AREA AND RESTRICTED COMMON AREAS

12.1 Streets. The Streets are shown on the Plat. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse any Street. All Streets have been dedicated to the City, are under its control and no work is permitted thereon without prior approval of the City.

12.2 Common Area and Restricted Common Areas. The Developer hereby dedicates the Common Area and the Restricted Common Areas to the Association. The Developer will convey to the Association, by special warranty deed, the Common Area and the Restricted Common Areas in their then present condition, upon the later of the date hereof and completion of the initial construction of any facilities or Improvements on any Common Area or Restricted Common Areas. Thereafter, the Developer shall have no further responsibility or obligation of any kind with respect to such Common Area or Restricted Common Areas. The Common Area and the Restricted Common Areas shall be used only for their intended purposes. Private open areas, areas for monuments or similar structures and any detention facility areas are shown on the Plat and limited to such uses and are not an extension of any Lot.

12.3 Maintenance of Common Area and Restricted Common Areas. Except as otherwise specifically provided herein (including Articles 8.5 and 8.8 above), the Association shall maintain, manage, operate, replace, repair and improve all Common Area and Restricted Common Areas, including all Improvements thereon. Any Owner damaging or abusing the Common Area or the Restricted Common Areas shall be responsible to the Association for all costs and expenses incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street including, without limitation, street lights and sidewalks, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager or third parties to carry out all activities permitted by this Article 12.3.

ARTICLE 13 EXPANSION OR REDUCTION OF PROPERTY

13.1 Reservation of Right to Expand. By amendment or supplement to this Declaration, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and other property that has not yet been subdivided or platted (collectively, the “**Expansion Property**”).

13.2 Declaration Operative to Expansion Property. The addition of Expansion Property shall be done by the Developer filing one or more Supplemental Declarations of record in the Office of the Recorder of Deeds for the applicable county or counties in Missouri in which such Expansion Property is located. Such Supplemental Declaration shall describe the Expansion Property, together with any covenants, conditions, restrictions and easements particular thereto. Expansion Property may be added in stages by successive supplements or in one (1) supplemental expansion. The Expansion Property shall be subject to all of the terms and conditions of this Declaration.

13.3 Expansion of Definitions. If the Property included in the Subdivision is expanded as provided in this Article 13, all definitions used in this Declaration shall be automatically expanded to include such additional property. For example, “**Lot**” shall mean the Lots described in the Plat plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental plats, and “**Declaration**” shall mean this Declaration as supplemented.

13.4 Reservation of Right to Remove. By amendment or supplement to this Declaration, the Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Declaration any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the “**Removed Property**”). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

ARTICLE 14 PROPERTY RIGHTS OF OWNERS

14.1 Owner’s Easement of Enjoyment. Subject to the other terms of this Declaration, every Owner has a non-exclusive right in and easement of enjoyment of the Common Area (exclusive of areas set aside as the Restricted Common Areas). Such easement shall be appurtenant to, and pass with, title to every Lot.

14.2 Recorded Easements. The Property shall be subject to all easements as shown on any recorded Plat affecting the Property and to all other easements of record, or of use, as of the date this Declaration is recorded or as subsequently granted by the Association over or through the Common Area.

14.3 Developer’s Rights Incident to Construction and Enforcement of Declaration. The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Area and the Restricted Common Areas, together with the right to store materials on the Common Area and the Restricted Common Areas, and to make such other use of the Common Area and the Restricted Common Areas as is reasonably necessary or incident to the construction of Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas on the Lots or other Improvements on the Property or other real property owned by the Developer or to permit enforcement of the provisions of this Declaration. The Developer may not exercise the foregoing rights in a way which unreasonably interferes with the occupancy, use, enjoyment or access to the Lots or the Subdivision by the Owners.

14.4 Reservation of Easements, Exceptions and Exclusions. The Developer reserves and hereby grants to the Association the concurrent right to establish, from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Area and Restricted Common Areas, for any purpose including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.

14.5 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their respective duties.

14.6 View. No Single Family Residence Owner, Attached Patio Home Owner, Attached Townhome Owner or Villa Owner has any right to an unobstructed view beyond the boundaries of such Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, planting material or other item on or in any other part of the Subdivision, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from the affected Lot.

14.7 Delegation of Use. Any Single Family Residence Owner, Attached Patio Home Owner, Attached Townhome Owner or Villa Owner may, in accordance with and subject to the limitations of the Association Documents, delegate such Owner's right of enjoyment to the Common Area to the members of the Owner's family, guests, tenants and invitees.

ARTICLE 15 INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

15.1 Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Single Family Residence, the Attached Patio Home, the Attached Townhome or the Villa and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance or other conveyance, respectively, of the entire Lot, including all easements, licenses and all other appurtenant rights (including, with respect to Attached Patio Homes Lots and Attached Townhome Lots, rights to the Restricted Common Areas and Improvements therein related thereto) created by law or by this Declaration.

15.2 No Partition. The Common Area and the Restricted Common Areas shall be owned by the Association and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area or the Restricted Common Areas.

15.3 Limited Property Rentals. A Single Family Residence, an Attached Patio Home, an Attached Townhome and a Villa may be used for permanent or temporary occupancy by the Owner and the Owner's family, servants, agents, guests, invitees and tenants. Such Owner may rent the same for a term of one (1) year or more, subject to all the terms hereof, including those prohibiting the use thereof for commercial purposes. Rentals for periods of time less than one (1) year are not permitted. The lease or rental agreement must specifically require the tenant to comply with all the provisions of this Declaration and the Owner shall provide a copy (which must identify the tenant and contain such tenant's contact information) to the Association.

ARTICLE 16 DURATION OF DECLARATION; AMENDMENT

16.1 Term. The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2044, after which time they shall be automatically extended for successive periods of ten (10) years each.

16.2 Amendment. Except as otherwise provided herein, at all times prior to the Turnover Date, this Declaration may be amended, altered or modified by a Supplemental Declaration signed only by the Developer and, after the Turnover Date, signed by the Class A, Class B, Class C and Class E Members holding a majority of votes possible to be cast under this Declaration and the Developer if it then owns any Lots. Except as otherwise provided herein, at all other times, this Declaration may be amended by a Supplemental Declaration by an instrument signed by the Class A, Class B, Class C and Class E Members holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Declaration. Proper approval of all amendments may be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that the signature of the Developer or, if required, the signatures of a sufficient number of Class A, Class B, Class C and Class E Members approving the amendment, are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds.

for the appropriate county in Missouri for the land affected by such amendment which may be Clay, Platte or both. Such amendments may amend, alter or modify the terms of this Declaration as it affects all existing Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa lots, including terms which impose additional covenants, conditions, restrictions and easements on such Lots. Any amendment that affects less than all existing Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa Lots in the Subdivision shall be effective only as to those such Lots where the Owners thereof agree to such amendment.

16.3 Revocation; Termination. This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes of the Class A, Class B, Class C and Class E Members possible to be cast under this Declaration and the approval of the Developer at all times prior to the Turnover Date or while it owns any Lot. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Article 16.2 for amendments hereof.

16.4 Amendments Requiring City Consent. Notwithstanding any other provision herein, no modification, alteration or amendment of this Declaration which conflicts with (a) any Plat, (b) any agreements entered into by the Developer and the City concerning the Subdivision, or (c) any City ordinance or code, may be made or become effective without the prior written consent of the City.

ARTICLE 17 GENERAL PROVISIONS

17.1 Enforcement. Except as otherwise provided herein, the Association or the Board of Directors, the Developer and every Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot has the right and power to enforce, by a proceeding at law or in equity, all conditions, covenants, restrictions and easements set forth in this Declaration. Failure of the Association or the Board of Directors, the Developer or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at a subsequent time. Any person successfully enforcing any terms of this Declaration shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced.

17.2 Severability. If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Declaration and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.3 Rule Against Perpetuities. Notwithstanding anything in this Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince William, Duke of Cambridge, plus twenty-one (21) years.

17.4 Conflicts Between Documents. If this Declaration conflicts, in any way, with the Articles or Bylaws, this Declaration shall control.

17.5 Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder Deeds of Clay and Platte Counties, Missouri, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Article 17.5.

17.6 Release of Liability. None of the Developer, the Association, the Board of Directors or the members of the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any Owner, Member or other person for any discretionary action taken or not taken under the terms hereof including, without limitation, approval, disapproval or failure to approve of any application or enforcement or non-enforcement of the terms hereof.

17.7 Indemnification. To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Board and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Board) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Developer, by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Board) whether or not he or she is a director, an officer or a member of the Review Board, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Board or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise. Appropriate contractual liability insurance shall be obtained pursuant to Article 4 above to cover any liability exposure by virtue of the foregoing indemnification.

17.8 Recordation – Multiple Counties. The Property covered by the Plat as described in Recital A on page 1 of this Declaration is located in Clay County, Missouri, and this Declaration will be recorded in the Office of the Recorder of Deeds for such county. Subsequent phases of the Subdivision may include real property located in Platte County, Missouri. Supplemental Declarations subjecting Expansion Property to the provisions of this Declaration may be recorded in either or both of such counties as applicable (and this Declaration may be recorded in Platte County in connection with a Supplemental Declaration affecting property in such county).

ARTICLE 18

CADENCE – FIRST PLAT COVENANTS

18.1 Association's Maintenance of Tracts C and D as Private Open Space. Tracts C and D of the Plat have been reserved as private open space and, at its cost, the Association shall maintain the same as private open space. Such costs shall be Common Expenses.

18.2 Association's Maintenance of Detention Tracts and Detention Facilities. Tracts A and E of the Plat (the "Detention Tracts") have been reserved for storm water detention and the Association has entered into or may enter into a Covenant to Maintain Storm Water Facilities (Cadence – First Plat) with the City pursuant to which the Association, at its cost, agrees to maintain, repair and replace, when and as necessary, storm water detention facilities constructed on, in or as part of the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Plat warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the Detention Tracts. The Association is authorized to and shall enter into with the City, if required by the City, the Plat storm water covenant, any amendments thereto, any best management practices agreement or any new agreements affecting or pertaining to storm water detention for the Plat. If the City requires the Developer to execute any such covenants or agreements, the Developer assigns all duties, obligations and rights thereunder (except duties of initial construction or installation) to the Association which assumes responsibility for subsequent repair, maintenance and replacement costs. Such costs shall be Common Expenses.

18.3 Association Maintenance of Amenity Center. Tract B of the Plat is and has been reserved for an amenity center which may include a swimming pool, bathhouse and monument. The Developer will construct and furnish the amenity center and provide any parking and landscaping related thereto. Once such construction is completed, the Association thereafter shall maintain the amenity center and its environs in good repair and safe condition and shall provide liability and casualty and property insurance covering the same as permitted by Article 4.1(b). All such maintenance, repair and insurance costs shall be Common Expenses.

18.4 Fencing Restrictions on Certain Lots. Fences on Lots 1 through and including 7, 19, 20, 38, 39, 48 through and including 54, and 58 through and including 63 of the Plat may not exceed four (4) feet in height and

otherwise shall comply with the requirements in Article 11.4 including, without limitation, its requirements on materials, gates, location and obtaining prior written approval of the Review Committee prior to construction or installation.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By: *F. Brenner Holland, Jr.*
F. Brenner Holland, Jr., Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 19th day of February, 2020, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr. who, being by me first duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the same on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

Peggy L. Wells
Signature of Notary Public
Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:

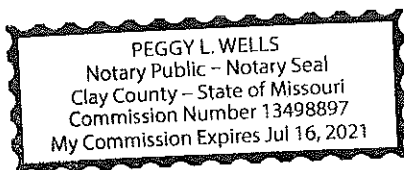


Exhibit A

Legal Description of Property

Legal Description:

Lots 1 through and including 63, and Tracts A, B, C, D and E, CADENCE – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Legal Description Prior to Platting:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Northeast corner of said Southwest Quarter; thence South 00°17'16" West, along the East line of said Southwest Quarter, 56.50 feet to a point on the South right-of-way line of NW 108th Street, as now established, said point also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°17'16" West along said East line, 648.05 feet; thence South 68°43'55" West, 130.85 feet; thence North 66°06'20" West, 30.00 feet; thence Westerly, along a curve to the right, having an initial tangent bearing of South 23°53'40" West with a radius of 50.00 feet, a central angle of 89°40'31" and an arc distance of 78.26 feet; thence South 23°34'11" West, 30.00 feet; thence South 68°43'55" West, 841.50 feet; thence North 52°27'53" West, 440.03 feet; thence North 39°59'36" West, 265.78 feet; thence South 51°02'19" West, 180.49 feet; thence South 63°54'29" West, 50.14 feet; thence North 89°50'18" West, 48.65 feet to a point on the West line of the Fractional Southwest Quarter in said Clay County, Missouri; thence North 00°09'42" East, along said West line, 44.17 feet; thence North 47°56'11" East, 220.57 feet; thence North 13°08'22" West, 441.95 feet; thence North 00°06'07" East, 86.06 feet to a point on said South right-of-way line; thence South 89°53'53" East, along said South right-of-way line, 1,092.79 feet; thence Southeasterly, continuing along said South right-of-way line, on a curve to the right, being tangent to the last described course with a radius of 35.00 feet, a central angle of 90°13'06" and an arc distance of 55.11 feet; thence North 89°53'01" East, continuing along said South right-of-way line, 70.00 feet; thence Northeasterly, continuing along said South right-of-way line, on a curve to the right, having an initial tangent bearing of North 00°19'13" East with a radius of 35.00 feet, a central angle of 89°46'54" and an arc distance of 54.84 feet; thence South 89°53'53" East, continuing along said South right-of-way line, 471.94 feet to the Point of Beginning. Containing 1,372,470 square feet or 31.50 acres, more or less.

Note: The above-described Property has been platted. The recording information identifying such Plat is shown in Recital A of the Declaration to which this **Exhibit A** is attached.

48/9

Recorded in Platte County, Missouri

Recording Date/Time: 10/27/2021 at 10:25:28 AM

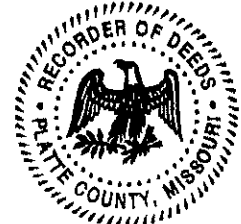
Instr Number: 2021020390

Book: 1367 Page: 642

Type: DE DEC

Pages: 9

Fee: \$48.00 S



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer,

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Recorder of Deeds

Title of Document: First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence

KCT

Date of Document: August 31, 2021

Grantor(s): Hunt Midwest Real Estate Development, Inc.

Grantee(s): *Hunt Midwest Real Estate Development Inc.*

Grantee(s) Address: 8300 NE Underground Dr #100, Kansas City, MO 64161

Legal Description: Cadence Villas - First Plat, a subdivision in Kansas City, Platte County, Missouri and Kansas City, Clay County, Missouri.

Reference Book and Page(s)

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Recorded in Clay County, Missouri



Recording Date/Time: 10/26/2021 at 10:53:55 AM

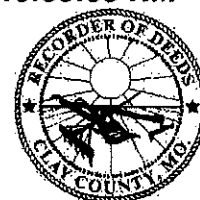
Instr #: 2021046335

Book: 9214 Page: 133

Type: REST

Pages: 8

Fee: \$45.00 \$ 20210041796

Katee Porter
Recorder of Deeds**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

Document Title: First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence

Document Date: August 31, 2021

Grantor Names: Hunt Midwest Real Estate Development, Inc.

Grantee Names: Hunt Midwest Real Estate Development, Inc.

Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161

Legal Descriptions: See Exhibit A attached

Reference Book and Page: Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, Document No. 2020017531, Book 8692, Page 172

FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE

THIS FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Supplemental Declaration") is made and executed as of August 31, 2021, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On April 17, 2020, Developer executed that certain subdivision plat entitled "CADENCE – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration, defined below), and platting the same into certain Lots, Tracts, Common Areas, Restricted Common Areas, streets, roadways, private open space and other areas shown and marked on the First Plat as identified therein and in the Declaration defined below (collectively, the "Property" or the "Cadence Property"), which First Plat was approved on June 5, 2018, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on June 1, 2020, under Document No. 20200017530, in Cabinet I, at Sleeve 102.1 in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty (the "Clay County Recorder's Office").

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020, which was recorded on June 1, 2020, under Document No. 2020017531, in Book 8692, at Page 172, in the Clay County Recorder's

Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Cadence Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to Section 13.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

D. On October 11, 2021, Developer executed that certain subdivision plat entitled "CADENCE VILLAS – FIRST PLAT" (the "Villas First Plat"), covering the real property formerly legally described as shown therein and on EXHIBIT A attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon, if any (the "First Expansion Property"), which Villas First Plat was approved on March 16, 2021, by the City Council of the City, and was recorded on OCTOBER 26th, 2021, under Document No. 2021 046332, in Cabinet I, at Sleeve 155.1, in the Clay County Recorder's Office and was recorded on 10-27-, 2021, under Document No. 2021020387, in Cabinet 22, at Sleeve 305, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City (the "Platte County Recorder's Office").

E. Developer presently owns all of the Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Villas First Plat.

F. Developer desires to exercise its right to expand the Property to include the additional Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the First Expansion Property and to subject the First Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

G. Pursuant to Section 16.2 of the Declaration, the Developer retained the right at any time prior to the Turnover Date (which has not yet occurred) to amend, alter or modify the Declaration. The Developer desires to do so in connection with the "Villas" and "Villa Lots" which are added to the Property as set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. **Exercise of Right to Expand.** Developer hereby exercises its unilateral right to expand the Property to include the additional Lots (i.e., Villa Lots), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the First Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Villas First Plat and this Supplemental Declaration of record in the Clay County Recorder's Office and the Platte County Recorder's Office. Recording of the Villas First Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the First Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Villas First Plat, and this Supplemental Declaration to include the First Expansion Property. For example, (i) "Lot" shall mean the Lots described

in the Declaration and in the Plat described in the Declaration, all subsequent Plats and the Villa Lots in the Villas First Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Tracts, Common Areas and Restricted Common Areas.** The new Villa Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the First Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Villas First Plat and this Supplemental Declaration in the Clay County Recorder's Office and the Platte County Recorder's Office.

5. **Use and Maintenance of Any Private Open Space, Storm Water Detention Tract and Common Areas.** Any private open space, storm water detention tract or other Common Areas shown on or in the Villas First Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, storm water detention tract or Common Areas or any combination thereof, as applicable.

6. **New Article 6.4A.** Article 6.4A of the Declaration is amended by adding the following new Article 6.4A:

"6.4A Annual Villa Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Villa Assessments based upon the estimated Villa Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Villa Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Villa Assessment for a Villa Lot shall be made on the closing date for the purchase of such Villa Lot by an Owner other than a builder. The Annual Villa Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Villa Assessment for any fiscal year, the amount of such Annual Villa Assessment for the year shall automatically be the same as the Annual Villa Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Villa Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Villa Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Villa Assessments for the immediately preceding year without the approval of a majority of the Class E Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Villa Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class E Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Villa Assessments in excess of the actual Villa Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual

Villa Assessments are payable only by Owners of Villas and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.”

7. **New Article 6.9(d).** Article 6.9(d) of the Declaration is amended by adding the following new Article 6.9(d):

“6.9 Working Capital Fund Contributions Working Capital Fund Contributions shall be made as follows:

(d) In addition to the Working Capital Fund Contributions described in Subsection (a) above, the Developer also shall require the first Owner of a Villa Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the villa working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Villa Assessments (i.e. one-fourth (1/4) of the Annual Villa Assessment) against such Villa Lot then in effect (a “**Villa Working Capital Fund Contribution**”). The Association shall maintain all such Villa Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Villa Common Expenses or meeting unforeseen Villa expenditures. Such Villa Working Capital Fund Contribution shall not relieve a Villa Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.”

8. **Amendment of Article 8A.** Article 8A.2 of Article 8A of the Declaration is amended to read as follows:

“8A.2 Lawn and Landscaping Care; Snow Clearing.

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of irrigation, sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner’s Lot without the prior written approval of the Review Committee. Any such other plantings so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the irrigation system (which shall be controlled exclusively by the Association). Each Villa’s landscaping plan shall include a complete irrigation system for all turf and landscape areas. The system shall: (i) have all components accessible and maintainable from the outside of the Villa; (ii) include a water tap in the front yard after the water meter; (iii) include a brass curb stop with two inch (2”) pvc sleeve

accessible with a five foot (5') standard water key; (iv) include with the water tap a double check backflow preventer located underground in a rectangular valve box; and (v) include an outdoor irrigation controller mounted on an exterior wall of the Villa along with a rain sensor mounted on the side or rear gutter of the Villa. If the City does not allow a double check backflow, then the approved backflow shall be located on a side of the Villa out of sight from the street. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, costs to maintain and repair such augmented portion shall be the Owner's responsibility. Any such additional sprinkler costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include the maintenance, trimming or replacement of street trees, replacement or reseeded of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow clearing from the Villa driveways, the front sidewalk, the sidewalk from the front porch to the driveway (but not the front porch, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces. If access to a driveway or any part thereof is blocked by a vehicle or other item, the inaccessible area will not be cleared nor shall the snow removal operator be required to return if the area subsequently becomes accessible.

(c) No other services shall be provided to Villa Owners."

9. **Amendment of Article 10.5(o).** Article 10.5(o) of ARTICLE 10 of the Declarations is amended to read as follows:

"10.5 General Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas and other Improvements constructed on any Lot shall conform to the following:

(o) For Single Family Residences and Villas, outdoor furniture, fire pits, barbecue grills and similar items may be used in the front or side yards or driveways but may not be stored or left on such areas overnight or for any extended period of time. Outdoor furniture may be kept on front porches."

10. **Amendment of Articles 10.7(b), 10.7(i) and 10.7(j) and New Article 10.7(k).** Articles 10.7(b), 10.7(i) and 10.7(j) of ARTICLE 10 of the Declaration are amended and new Article 10.7(k) is hereby added as follows:

"10.7 Construction Standards Applicable to Villas. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Villa constructed on any Lot shall conform to the following, as applicable:

(b) The finished floor area of each Villa shall be at least 1,200 square feet of total finished floor area. For purposes of calculating the foregoing

minimum, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Villa as a condition of approval of any Proposed Construction.

(i) No fencing of any type shall be erected or installed on any Villa Lot except (a) "invisible pet" fencing, (b) fences constructed of wrought iron (or aluminum or steel simulations thereof); not to exceed four (4) feet in height; with one (1) gate located on either side of the Villa residence a minimum of 3' in width but not to exceed 5' in width that shall remain unlocked at all times, or (c) other fencing approved in advance by the Review Committee which approval it may deny, withhold or condition in its sole discretion that does not interfere with or damage any sprinkler system component (with any damage being repaired at the Owner's cost). *(Note: This is to allow the lawncare company to access the backyard on a typical standing/riding lawnmower.)*

(j) One (1) hot tub or spa may be constructed at the rear of each Villa Lot but within the Lot lines for personal, non-commercial use by the Owner thereof with the Review Committee's prior approval. The Review Committee may require fencing and/or screening of such approved items.

(k) In the event of any conflict between the provisions of this Article 10.7 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.7 shall control."

11. **Amendment of Article 17.8.** Article 17.8 of Article 17 of the Declaration is amended to read as follows:

"17.8 Recordation – Multiple Counties. The Property covered by the Plat as described in Recital A on page 1 of this Declaration is located in Clay County, Missouri, and this Declaration will be recorded in the Office of the Recorder of Deeds for such county. Subsequent phases of the Subdivision may include real property located in Platte County, Missouri. Some Lots may be located in both Clay County, Missouri and Platte County, Missouri. Supplemental Declarations subjecting Expansion Property to the provisions of this Declaration may be recorded in either or both of such counties as applicable (and this Declaration may be recorded in Platte County in connection with a Supplemental Declaration affecting property in such county)."

12. **Ratification of Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Property and any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officer as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By: F. B. Holland, Jr.
F. Brenner Holland, Jr., Senior Vice President

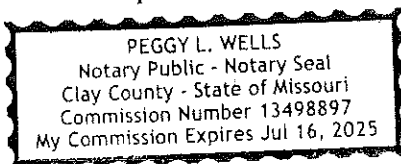
STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 31st day of August, 2021, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr., who, being by me first duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

Peggy L. Wells
Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A
TO
FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

Legal Description of First Expansion Property:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 89°53'53" East, on the North line of said Southwest Quarter, 557.66 feet to a point on the existing Northerly right-of-way line of NW 108th Street, as now established; thence continuing South 89°53'53" East on said North line, also being said existing Northerly right-of-way line, 72.03 feet to a point on the West line of the Fractional Southwest Quarter; thence leaving said North line and said Existing Northerly right-of-way line, South 00°09'42" West, on said West line of said Fractional Southwest Quarter, 56.50 feet to a point on the existing Southerly right-of-way line of NW 108th Street, also being the Point of Beginning of the tract of land to be herein described; thence South 89°53'53" East, along said existing Southerly right-of-way line, 61.56 feet to the Northwest corner of Tract E, CADENCE – FIRST PLAT, a subdivision in said Kansas City in said Clay County, recorded as Instrument Number 2020017530 in Book I at Page 102.1 in said Clay County Recorder of Deeds Office; thence leaving said existing Southerly right-of-way line, South 00°06'07" West, along the Westerly line of said Tract E, 86.06 feet; thence South 13°08'22" East, along said Westerly line, 441.95 feet; thence South 47°56'11" West, along said Westerly line, 220.57 feet to a point on said West line of said Fractional Southwest Quarter; thence South 00°09'42" West, along said West line and said Westerly line, 44.17 feet; thence leaving said Westerly line, continuing South 00°09'42" West on said West line, 235.23 feet; thence leaving said West line, N89°50'18" West, 16.69 feet; thence South 00°09'42" West, 399.71 feet; thence North 68°43'41" East, 17.93 to a point on said West line; thence South 00°09'42" West on said West line, 109.72 feet; thence leaving said West line, South 68°43'27" West, 688.65 to a point on the West line of said Southwest Quarter; thence North 00°31'52" East, on said West line, 687.74 feet to a point the existing Southerly right-of-way line of N Platte Purchase Drive as now established; thence South 89°28'08" East, along said existing Southerly right-of-way line, 40.00 feet to a point on the existing Easterly right-of-way line of said N Platte Purchase Drive; thence North 00°31'52" East, along said existing Easterly right-of-way line, 455.19 feet; thence Northerly, along said existing Easterly right-of-way line, along a curve to the right being tangent to the last described course with a radius of 685.00 feet, a central angle of 27°34'19" and an arc distance of 329.64 feet; thence Northeasterly, along said existing Easterly right-of-way line, along a curve to the left having a common tangent with the last described course with a radius of 765.00 feet, a central angle of 10°30'04" and an arc distance of 140.21 feet; thence North 17°36'07" East, along said existing Easterly right-of-way line, 46.37 feet; thence North 57°22'40" East, along said existing Easterly right-of-way line, 120.63 feet to a point on said existing Southerly right-of-way line of said NW 108th Street; thence South 89°53'53" East, along said existing Southerly right-of-way line, 344.47 feet to the Point of Beginning. Containing 976,616 square feet or 22.42 acres, more or less.

Recorded in Platte County, Missouri

Recording Date/Time: 12/08/2021 at 03:20:35 PM

Instr Number: 2021022983

Book: 1370 Page: 216

Type: DE DEC

Pages: 52

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Gloria Boyer
Recorder of Deeds

Electronically Recorded

Kansas City Title (ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)
231981

Document Title: Corrective Amendment to First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence
Document Date: December 7, 2021
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: Hunt Midwest Real Estate Development, Inc.
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161
Legal Description: See Exhibit A attached Page 4
Reference Book and Page: Instrument No. 2021020390, Book 1367, Page 642

**CORRECTIVE AMENDMENT TO
FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

THIS CORRECTIVE AMENDMENT TO FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Amendment") is made and executed as of December 7, 2021, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), with a notice mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On April 17, 2020, Developer executed that certain subdivision plat entitled "CADENCE - FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration, defined below), and platting the same into certain Lots, Tracts, Common Areas, Restricted Common Areas, streets, roadways, private open space and other areas shown and marked on the First Plat as identified therein and in the Declaration defined below (collectively, the "Property" or the "Cadence Property"), which First Plat was approved on June 5, 2018, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on June 1, 2020, under Instrument No. 20200017530, in Cabinet I, at Sleeve 102.1 in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty (the "Clay County Recorder's Office").

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020, which was recorded on June 1, 2020, under Instrument No. 2020017531, in Book 8692, at Page 172, in the Clay County Recorder's Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Cadence Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to Section 13.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

D. On October 11, 2021, Developer executed that certain subdivision plat entitled "CADENCE VILLAS – FIRST PLAT" (the "Villas First Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT A** attached to this Amendment, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon, if any (the "First Expansion Property"), which Villas First Plat was approved on March 16, 2021, by the City Council of the City, and was recorded on October 26, 2021, under Instrument No. 2021046332, in Cabinet I, at Sleeve 155.1, in the Clay County Recorder's Office and was recorded on October 27, 2021, under Instrument No. 2021020387, in Cabinet 2, at Sleeve 305, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City (the "Platte County Recorder's Office").

E. In connection with the Villas First Plat, the Developer executed that certain First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, dated as of August 31, 2021, which was recorded in the (i) Clay County Recorder's Office on October 26, 2021, under Instrument No. 2021046335, in Book 9214 at Page 133 and (ii) Platte County Recorder's Office on October 27, 2021, under Instrument No. 2021020390, in Book 1367, Page 642 (the "First Supplement").

F. Developer presently owns all of the Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Villas First Plat.

G. Developer unintentionally omitted attaching a copy of the Declaration as **EXHIBIT B** to the First Supplement filed with the Platte County Recorder's Office.

H. Developer is executing this Amendment in order to attach a copy of the Declaration as **EXHIBIT B** to the First Supplement.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. **Amendment and Insertion of EXHIBIT B to First Supplement.** **EXHIBIT B** attached to this Amendment is hereby added to the First Supplement as **EXHIBIT B** thereto.

2. **Ratification of First Supplement.** As amended and corrected by this Amendment, the Developer ratifies, affirms and confirms the provisions of the First Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed by its duly authorized officer as of the day and year first above written.

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By: F. B. Holland
F. Brønner Holland, Vice President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

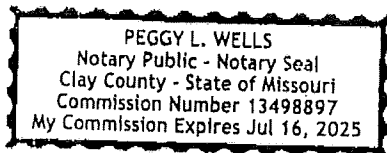
On this 7th day of November, 2021, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr., who, being by me first duly sworn, did say that he is a Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

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

Peggy L. Wells
Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:



BK 1370 PG 216

EXHIBIT A
TO
FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE

Legal Description of First Expansion Property

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BK 1370 PG 216

**EXHIBIT B
TO
FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence

See attached.

BK 1370 PG 216

Recorded in Clay County, Missouri



Recording Date/Time: 06/01/2020 at 03:40:22 PM

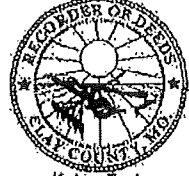
Instr #: 2020017531

Book: 8692 Page: 172

Type: REST

Pages: 47

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Kates Porter
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence
Document Date: February 19, 2020
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: Hunt Midwest Real Estate Development, Inc.
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161
Legal Description: See Exhibit A attached
Reference Book and Page: N/A Doc 2020017530 BK I Pg 102.1

DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
CADENCE

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

("Developer")

Dated as of: February 19, 2020

KCT

BK 1370 PG 216

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**DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
CADENCE**

THIS DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Declaration") is made and executed as of February 19, 2020, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On April 17, 2020, the Developer executed that certain subdivision plat entitled "CADENCE - FIRST PLAT" (the "Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached hereto, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The Plat was approved on June 5, 2019, 2020, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on June 1, 2020, in Cabinet I, at Sleeve 102.1, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty. Doc # 20200017530

B. The Developer presently owns all of Lots, Tracts and the other areas shown on the Plat.

C. The Developer desires to create, establish, maintain and preserve a quality development project on the Property and adjacent ground, which from time to time may include Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas, and possessing features of more than ordinary value.

D. The Developer intends to implement development in phases. The first phase covered by the Plat is designated for Single Family Residences. From time to time hereafter the Developer may cause (or permit): (i) Single Family Residences to be built on lots shown on the plats for any Expansion Property containing lots designated for Single Family Residences; (ii) Attached Patio Homes, Attached Townhomes and Villas to be built on or within any tracts or lots added as Expansion Property designated for such housing types and may cause building lots (one (1) per Attached Patio Home, one (1) per Attached Townhome and one (1) per Villa) to be created by plat, replat, minor subdivision, lot split certificate of survey or otherwise within the boundaries of such lots and/or such tract(s) (or any Expansion Property containing tracts or lots designated by the Developer for Attached Patio Homes, Attached Townhomes or Villas); and (iii) other housing types on tracts or lots added as Expansion Property as determined and designated by the Developer.

E. The Developer desires to subject the Property to the covenants, conditions, restrictions and easements set forth in this Declaration.

DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby subjects the Property to the following covenants, conditions and restrictions, including charges and Assessments. Such covenants, conditions and restrictions are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and assigns and all other persons and entities, who or which have, at any time, any right, title or interest in all or any part of the Property as it may be expanded. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the

provisions of this Declaration with respect to such Lot and any Single Family Residence, Attached Patio Home, Attached Townhome or Villa thereon.

ARTICLE 1 DEFINITIONS

When used in this Declaration or in any Supplemental Declaration, the following words shall have the meanings set forth below.

1.1 "Annual Assessment", "Annual Attached Patio Home Assessment", "Annual Attached Townhome Assessment" and "Annual Villa Assessment" have the meanings set forth in Articles 6.2, 6.3, 6.4 and 6.19 hereof, respectively.

1.2 "Articles" mean the Articles of Incorporation of the Association, as amended from time to time.

1.3 "Assessments" means the Annual Single Family Residence, Annual Attached Patio Home, Annual Attached Townhome, Annual Villa, Special Attached Patio Home, Special Attached Townhome, Special Villa and Default Assessments levied pursuant to Article 6 hereof.

1.4 "Association" means The Cadence Home Owners Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.

1.5 "Association Documents" means this Declaration, the Articles, the Bylaws, all Supplemental Declarations and all procedures, rules, regulations and policies adopted under such documents by the Association.

1.6 "Attached Patio Home" means a dwelling constructed on any one (1) Attached Patio Home Lot with one or more Party Walls attaching it to one or more other Attached Patio Homes and designated as such by the Developer in the Supplemental Declaration which subjects such Lot to the provisions of this Declaration.

1.7 "Attached Patio Home Common Expenses" means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to service, manage, maintain, repair, renovate and replace those portions of the Property or Subdivision (as it may be expanded) utilized by or for Attached Patio Homes and related Restricted Common Areas including, without limitation, (a) the costs of insurance required by Article 4.4 below, (b) costs of landscaping and care of grounds, (c) costs of snow removal, (d) costs to provide exterior repair and maintenance for Attached Patio Homes as set forth in Article 8 below, (e) costs to maintain, repair and replace any other related Restricted Common Area, (f) a reasonable contingency or other reserve or surplus fund for maintenance of and repairs to Attached Patio Homes and related Restricted Common Area improvements on a periodic basis, (g) costs which are expressly declared to be Attached Patio Home Common Expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) costs which the Board of Directors determines to be Attached Patio Home Common Expenses.

1.8 "Attached Patio Home Lot" has the meaning set forth in Article 1.24 below.

1.9 "Attached Patio Home Owner's Proportionate Share" means a fraction, the numerator of which is the number of Attached Patio Home dwellings on Attached Patio Home Lots then owned by an Attached Patio Home Owner then within the Property, and the denominator of which is the total number of Attached Patio Home dwellings on all Attached Patio Home Lots then within the Property, as it may be expanded. Multiple living units within any building shall each constitute a "dwelling" so that a duplex shall count as 2 dwellings, a quadplex as 4 dwellings, etc.

1.10 "Attached Townhome" means a dwelling constructed on any one (1) Attached Townhome Lot with one or more Party Walls attaching it to one or more other Attached Townhomes and designated as such in the Supplemental Declaration which subjects such Lot to the provisions of this Declaration.

1.11 "Attached Townhome Common Expenses" means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to service, manage, maintain, repair, renovate and

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replace those portions of the Property or Subdivision (as it may be expanded) utilized by or for Attached Townhomes and related Restricted Common Areas including, without limitation, (a) the costs of insurance required by Article 4.4 below, (b) costs of landscaping and care of grounds, (c) costs of snow clearing, (d) costs to provide exterior repair and maintenance for Attached Townhomes as set forth in Article 8 below, (e) costs to maintain, repair and replace any other related Restricted Common Area, (f) a reasonable contingency or other reserve or surplus fund for maintenance of and repairs to Attached Townhomes and related Restricted Common Area improvements on a periodic basis, (g) costs which are expressly declared to be Attached Townhome Common Expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) costs which the Board of Directors determines to be Attached Townhome Common Expenses.

1.12 "Attached Townhome Lot" has the meaning set forth in Article 1.24 below.

1.13 "Attached Townhome Owner's Proportionate Share" means a fraction, the numerator of which is the number of Attached Townhome dwellings on Attached Townhome Lots then owned by an Attached Townhome Owner then within the Property, and the denominator of which is the total number of Attached Townhome dwellings on all Attached Townhome Lots then within the Property, as it may be expanded. Multiple living units within any building shall each constitute a "dwelling" so that a duplex shall count as 2 dwellings, a quadplex as 4 dwellings, etc.

1.14 "Board of Directors" or "Board" means the governing body of the Association.

1.15 "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.

1.16 "Common Area" means all parks not previously or by the Plat dedicated to and accepted by the City, all lakes, swimming pools, bathhouses, all recreational areas, all open or green space areas, all entrances, monuments, berms, street islands and other ornamental areas and related utilities, lights, sprinkler systems and landscaping, all storm water drainage or detention facilities and improvements and easements therefor, all utility easements and all similar or other places or areas other than Lots which are owned by the Association and dedicated to, or set aside for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved to the Association's use pursuant to easements and all property of a similar character brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.17 "Common Expenses" means all costs and expenses, other than and excluding Attached Patio Home Common Expenses, Attached Townhome Common Expenses and Villa Common Expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, insurance (including that required by Article 5.3 hereof), interest, supplies, parts, and management or service fees, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate and replace the Common Area and all improvements thereon, (b) to operate recreational and other facilities operated for the general benefit of the Owners, (c) to manage and conduct the affairs of the Association, (d) to repay funds borrowed by the Association, (e) to pay any deficit remaining from a previous assessment period, (f) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs, and replacement of improvements within the Common Area on a periodic basis, (g) which are expressly declared to be common expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (h) which the Board of Directors determines to be common expenses of the Association.

1.18 "Declaration" means this Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of The Cadence Home Owners Association, as amended or supplemented from time to time.

1.19 "Default Assessment" has the meaning set forth in Article 6.8 hereof.

1.20 "Developer" means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term "Developer" shall thereafter refer to both the Developer and all Successor Developers unless the context clearly means otherwise.

1.21 "Expansion Property" has the meaning set forth in Article 13.1 hereof.

1.22 "Fine" has the meaning set forth in Article 6.10 hereof.

1.23 "Improvements" has the meaning set forth in Article 10.2 hereof.

1.24 "Lot" means a building lot that is created either by a plat or by replat, minor subdivision, lot split certificate of survey or otherwise by the Developer (or a builder or other person to whom the Developer sells such building lot), together with all appurtenances and Improvements now, or in the future, on such Lot, including, as designated by the Developer, a Single Family Residence, for a single family home building Lot, an Attached Patio Home for an Attached Patio Home building lot, an Attached Townhome for an Attached Townhome building Lot and a Villa for a Villa building lot.

1.25 "Manager" means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time pursuant to Article 4.6 hereof.

1.26 "Member" means a member of the Association as set forth in Article 3.1 hereof.

1.27 "Mortgage" means any mortgage, deed of trust, contract for deed or other security document pledging or conveying in trust any Lot or interest therein as security for payment of a debt or obligation.

1.28 "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

1.29 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer and the purchaser under a contract for deed. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a Mortgagee or a trustee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

1.30 "Owner's Proportionate Share" means: (a) for Single Family Residences, a fraction, the numerator of which is the number of Single Family Residences then owned by such Owner within the Property, and the denominator of which is the total number of all dwellings on all Lots (i.e., all Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots and Villa Lots) then within the Property as it may be expanded; (b) for Attached Patio Homes, the fraction described in Article 1.9 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots and Villa Lots) then within the Property, as it may be expanded; and (c) for Attached Townhomes, the fraction described in Article 1.13 with the denominator modified to be the total number of all dwellings on all Lots (i.e., Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots and Villa Lots) then within the Property, as it may be expanded. "Dwelling" shall have the meaning set forth in Articles 1.9, 1.13 and 1.47.

1.31 "Party Wall" means any wall which separates or divides two (2) Attached Townhomes or Attached Patio Homes and includes any exterior wall of an Attached Townhome or Attached Patio Home with five (5) inches or less of airspace between it and the exterior wall of an adjacent Attached Townhome or Attached Patio Home, as applicable, whether or not utilities run within such airspace.

1.32 "Property" means and refers to the real property described in the Plat and on Exhibit A attached to this Declaration and all additional property, if any, brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.33 "Proposed Construction" has the meaning set forth in Article 10.2 hereof.

1.34 "Restricted Common Area" means any Common Area owned by the Association on or over which, with the approval of the Review Committee, are located specific Improvements or features including, but not limited to, driveways, sidewalks, landscaping features and air conditioning units or other items, which are intended to and in fact

do serve or service the needs and interests of a single Attached Townhome Lot and the Attached Townhome thereon or a single Attached Patio Home Lot and the Attached Patio Home thereon.

1.35 "Review Committee" has the meaning set forth in Article 10.1 hereof.

1.36 "Single Family Residence" means a single-family dwelling unit providing living accommodations to a single household of one or more persons (other than an Attached Patio Home, an Attached Townhome or a Villa) constructed on any one (1) Single Family Residence Lot.

1.37 "Single Family Residence Lot" has the meaning set forth in Article 1.24 above.

1.38 "Special Assessment", "Special Attached Patio Home Assessment", "Special Attached Townhome Assessment" and "Special Villa Assessment" have the meanings set forth in Articles 6.5, 6.6, 6.7 and 6.19 hereof, respectively.

1.39 "Street" shall mean any roadway, street, court, circle, terrace, drive or other right-of-way designated for vehicular traffic shown on any Plat of the Subdivision.

1.40 "Subdivision" means, collectively, the Lots, the Common Area, Restricted Common Areas, all other parts of the Property and all Expansion Property.

1.41 "Successor Developer" means any person or entity to whom the Developer assigns or transfers all, or any part, of its rights, obligations or interests as the developer of the Property, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, designating such person or entity as a Successor Developer.

1.42 "Supplemental Declaration" means an instrument which amends or modifies this Declaration, as more fully provided for herein, including any which includes or adds Expansion Property.

1.43 "Turnover Date" means the earlier of: (i) the date as of which only four (4) of the Lots (either Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa Lots or any combination thereof) in the Subdivision (as then composed or as contemplated to be expanded by the Developer) remain owned by and not sold by the Developer with no Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas constructed thereon; or (ii) the date the Developer, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration.

1.44 "Villa" means a dwelling constructed on any one (1) Villa Lot and designated as such by the Developer in the Supplemental Declaration which subjects such Lot to the provisions of this Declaration.

1.45 "Villa Lot" has the meaning set forth in Article 1.24 above.

1.46 "Villa Common Expenses" means all costs and expenses, in addition to and not duplicative of Common Expenses, incurred by the Association to provide the lawn and landscaping care and snow removal services set forth in Article 18 below, a reasonable contingency or other reserve or surplus fund for such costs and expenses and any other costs or expenses which the Board of Directors determines to be Villa Common Expenses.

1.47 "Villa Owner's Proportionate Share" means a fraction, the numerator of which is the number of Villa dwellings on Villa Lots then owned by a Villa Owner then within the Property, and the denominator of which is the total number of Villa dwellings on Villa Lots then within the Property, as it may be expanded. Multiple living units, if any, within any Villa building shall constitute a "dwelling".

1.48 "Working Capital Fund Contributions" shall have the meanings set forth in Article 6.9 hereof including the separate definitions for "Attached Patio Home Working Capital Contributions", "Attached Townhome Working Capital Contributions" and "Villa Working Capital Contributions".

1.49 "Zoning Ordinance" means the zoning and subdivision ordinances and regulations of the City as amended from time to time.

ARTICLE 2 PERSONS AND PROPERTY BOUND BY DECLARATION

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of, and be binding upon, the Developer and all persons or entities who shall hereafter acquire any interest in the Lots or other property within the Subdivision. The Developer and all persons who take any interest in a Lot shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions and restrictions in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3 MEMBERSHIP; VOTING; OPERATIONS

3.1 Membership in The Association. The Owner of each Lot within the Subdivision shall be a Member of the Association. If a Lot is owned by more than one Owner, all Owners of the Lot, collectively, shall be deemed the Member of the Association for such Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2 Classes of Members. Members shall be either Class A Members, Class B Members, Class C Members, Class D Members or Class E Members. Class A Members shall be all Owners of Single Family Residences except the Developer during the period of its Class D Membership. Class B Members shall be all Owners of Attached Patio Homes except the Developer during the period of its Class D Membership. Class C Members shall be all Owners of Attached Townhomes except the Developer during the period of its Class D Membership. Class D Members shall be the Developer and all Successor Developers, if any, who own any Lot for the purpose of development and sale. Class E Members shall be all owners of Villas except the Developer during the period of its Class D Membership. All Class D Memberships shall terminate and automatically be converted to Class A, Class B, Class C or Class E Memberships, as applicable, upon the Turnover Date. Upon termination of the Class D Membership, the Developer and all Successor Developers, if any, which own any Lots at the time shall, for all purposes, be automatically converted to Class A, Class B, Class C or Class E Members, as applicable, for each Single Family Residence Lot, Attached Patio Home Lot, Attached Townhome Lot and Villa Lot it (or they) then owns, respectively.

3.3 Meetings. Annual and special meetings of the Members or any Class of Members shall be called, held and conducted in the manner provided in the Bylaws or, in the absence of any provision in the Bylaws, as provided by applicable Missouri law.

3.4 Voting Rights. Except as otherwise provided herein, including in Article 3.9 below, all Owners shall be entitled to vote on Association matters requiring a vote under this Declaration. On all matters to be voted on by the Members, Class A Members, Class B Members, Class C and Class E Members each shall have one (1) vote for each Lot owned and Class D Members shall have thirty-five (35) votes for each Lot owned. If more than one (1) Owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the Secretary of the Association in writing. Fractional votes shall not be permitted and there shall be only one (1) vote cast with respect to any Lot. Any person may be appointed as the proxy of an Owner by written appointment delivered to the Secretary of the Association before or at the Meeting at which the vote for which the proxy is being exercised. Proxies may be revoked at any time in writing delivered to the Secretary of the Association and shall not, under any circumstance, be valid for more than three (3) years from the original date thereof. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Declaration shall be approved by the affirmative vote of a majority of the Members present at an annual or special meeting duly called where a quorum is present. A quorum shall be the presence of Members having ten percent (10%) of the votes entitled to be cast on a matter at the meeting, in person or by proxy; provided, however, that, unless one -- third (1/3) or more of the Members having voting power are present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters described in the meeting notice.

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3.5 Transfer of Membership. Membership is appurtenant to, and may not be separated from, ownership of any Lot. An Owner may not transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot and then only to the purchaser or Mortgagee of the Lot. Upon the sale of a Lot, the membership associated with the Lot shall automatically transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association. The Association may charge a reasonable fee for copying such materials.

3.7 Association as Successor Developer. On the termination date of the Class D Membership (i.e. the Turnover Date), the Association shall succeed to all of the duties and responsibilities of the Developer under this Declaration. The Association shall not, however, succeed to any easements or rights of the Developer or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Developer.

3.8 Implied Rights and Obligations. The Association may exercise all rights and privileges expressly granted to the Association in the Association Documents and all other rights and/or privileges reasonably implied from those expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the Association by the Association Documents.

3.9 Developer's Control of Association Prior to Turnover Date. Notwithstanding anything in this Article 3 or elsewhere in this Declaration to the contrary, until the Turnover Date, the Developer shall maintain absolute and exclusive control over the Association and the Review Board, including appointment, election and removal of all directors and officers of the Association and all members of the Review Board. Until the Turnover Date, only the Developer shall be entitled to cast any votes with respect to the election and removal of Association directors and officers and members of the Review Board or any other matters requiring the vote or approval of Members or Owners. The Developer may (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Article 3.9.

ARTICLE 4 POWER AND AUTHORITY

4.1 General Power and Authority of The Association. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Declaration. Such power and authority includes, without limitation, the following, which the Association may (but shall not be obligated or required to) exercise in its discretion:

(a) Accept by conveyance from the Developer and own the Common Area, the Restricted Common Areas and any other areas of the Property to be held for the general benefit of the Owners;

(b) Enforce, either in the Association's name or in the name of any Owner within the Subdivision, the covenants, conditions, restrictions and easements imposed upon the Lots, the Common Area, the Restricted Common Areas or other parts of the Property as are in effect from time to time. The expenses and costs of any enforcement proceedings shall be paid out of the general funds of the Association. Nothing herein contained shall prevent the Developer, or any Owner having the right to do so, from enforcing in their own name any such covenants, conditions, restrictions or easements;

(c) Levy and collect all of the Assessments and all of the Working Capital Fund Contributions which are provided for in this Declaration and to charge reasonable admission fees, service charges and other amounts for the use of the Common Area;

(d) Manage and control as trustee and attorney-in-fact for all Members, all improvements upon and to the Common Area, the Restricted Common Areas and other areas of the Property owned by the Association or held for the general benefit of the Owners;

(e) Maintain, repair and replace all lakes, swimming pools, bathhouses, pedestrian ways, gateways, entrances, fountains, gardens, water run-off detention areas, stormwater best management practice areas as required by the City, ponds or basins, lighting, water sprinkling systems, landscaped areas within the Common Area or rights-of-way or platted landscape easements, fences and ornamental features, Subdivision identification signs and monuments and any other amenities;

(f) Provide and maintain lights on Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area;

(g) Erect and maintain signs for marking of Streets, and safety signs for protection of children and other persons, after such signs are approved by appropriate public authorities;

(h) Exercise control over easements (including any for water drainage control) it acquires from time to time or has pursuant to the Plat;

(i) Acquire and own title to such real estate as is reasonably necessary in order to carry out the purposes of the Association and promote the health, safety, welfare and recreation of Owners in the Subdivision, pay taxes on real estate and facilities owned by it and pay taxes assessed against the Common Area or other land in public or semi-public places within the Subdivision;

(j) Enter into such agreements with other homes associations, municipalities or other governmental agencies, individuals or corporations in order to implement the purposes of the Association, and to provide such improvements for the benefit of the Owners and Members of the Association within the intent of this Declaration;

(k) Acquire, provide and maintain insurance for the protection of the Association, the Members, the Common Area and the Restricted Common Areas including, without limitation, commercial general public liability, officers and directors, workers compensation, fidelity insurance and bonds to protect against dishonest acts on the part of the Association's officers, directors, trustees, employees and agents, cyber security and electronic/data breach insurance, "white collar" insurance, casualty and property insurance for any improvements in Common Areas (including any buildings for amenities), and such other insurance against risks of a similar or dissimilar nature as the Board of Directors deems appropriate with respect to the Association's responsibilities and duties, including contractual liability for the indemnification set forth in Article 17.7 below;

(l) Subject to the voting requirements of Article 16.2 herein for amendment of this Declaration, dedicate, sell, subdivide or transfer all or any part of the Common Area to any public or private agency, authority, person or entity, but only with the prior consent of the Developer prior to the Turnover Date;

(m) Create, grant and convey easements upon, across, over, through and under the Common Area for ingress or egress or installation, replacement, repair and maintenance of all utilities or other such facilities including, but not limited to, water, sewers, natural gas, telephones, electricity and television cable systems;

(n) Establish and publish rules and regulations to regulate and control the Owners' use and enjoyment of the Common Area as well as such other activities which effect the Members' quiet and peaceful use of the Lots within the Subdivision;

(o) Employ or provide duly qualified officers for the purpose of providing police or security protection as the Board deems necessary or desirable in addition to that rendered by public authorities;

(p) Borrow money from any person, including the Developer, for the proper conduct of the Association's affairs, and the exercise of its powers and authority and the fulfillment of its obligations, subject to any limitations set forth in the Bylaws;

(q) Suspend the voting rights of any Class A Member, Class B Member, Class C Member or Class E Member during any period in which such Member is in default on payment of any Assessment or after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter;

(r) Fine any Class A Member, Class B Member, Class C Member or Class E Member for infraction of any of the provisions of this Declaration or any published rules or regulations in amounts as may be determined and changed from time to time by the Board of Directors;

(s) Provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways;

(t) Provide for, or manage, the collection and disposal activities of rubbish, trash and garbage in the Subdivision;

(u) Care for, spray, trim, protect, plant and replant trees, shrubbery, grass and sod along all Streets and in the Common Area and other areas within the Subdivision set aside for the general use of Owners or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Members;

(v) Mow, care for, maintain and remove rubbish from vacant and unimproved Lots or other parts of the Property and to do any other things reasonably necessary or desirable to keep any vacant and unimproved property in the Subdivision neat in appearance and in good order;

(w) Exercise all rights, power and authority granted to the Association by this Declaration; and

(x) Engage a Manager to perform such duties, powers or functions of the Association as the Board of Directors may authorize from time to time as set forth in Article 4.6 below.

4.2 Power and Authority of the Association Regarding Attached Patio Homes and Attached Townhomes. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association, it deems reasonably necessary to protect the rights and to fulfill the obligations of the Association under the terms of this Declaration, to the Owners of Attached Patio Homes and Attached Townhomes. Such power and authority includes, without limitation, the following:

(a) Perform exterior maintenance and repair on each Attached Patio Home located on any Attached Patio Home Lot and on each Attached Townhome located on any Attached Townhome Lot including, without limitation, painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass and other exterior improvements as elsewhere required in this Declaration and, if the need for such maintenance or repair is caused by the wasteful, negligent or intentional act or omission of an Owner of an Attached Patio Home or an Attached Townhome, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the cost thereof shall become an Assessment due from such Attached Patio Home Owner or Attached Townhome Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Annual Attached Patio Home Assessment or Annual Attached Townhome Assessment, as applicable;

(b) Acquire, provide and maintain casualty and property insurance coverage on the Attached Patio Homes and the Attached Townhomes and their respective exteriors;

(c) Provide for the plowing and clearing of snow from driveways or sidewalks of or pertaining to the Attached Patio Homes and the Attached Townhomes; and

(d) Exercise all rights, power and authority granted to the Association by this Declaration with respect to the Attached Patio Homes and the Attached Townhomes and their respective related Restricted Common Areas.

4.3 Exercise of Authority. Unless specifically reserved to the Members by this Declaration, the Bylaws, the Articles or applicable law, all powers and authority of the Association shall be exercised by the Board of Directors, acting within its sole discretion. Although the Association may exercise the powers and authority granted in Articles 4.1 and 4.2 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority except for Article 4.2 (a), (b) and (c) which shall be performed by the Association. For example, although the Association has the power to provide for collection and disposal of rubbish, trash, refuse and garbage in the Subdivision, the Board may, in its discretion, choose not to exercise that power and, in lieu thereof, require the Owners to contract with the City or private haulers to dispose of their trash. The Association shall exercise such powers and authority in the discretion of its Board of Directors, unless otherwise specifically required or permitted herein or in the Articles or Bylaws to be exercised by the Members.

4.4 Casualty Damage Insurance on Attached Patio Homes and Attached Townhomes. [THE PROVISIONS OF THIS ARTICLE 4.4 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES IN THE SUBDIVISION AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.] The Board of Directors shall obtain and maintain in full force and effect casualty insurance on the Attached Patio Homes and the Attached Townhomes and other insurable improvements on the Attached Patio Home Lots and the Attached Townhome Lots (including, unless the Board of Directors directs otherwise, the fixtures initially installed therein and replacements thereof up to the value of those initially installed therein by or for the Owners, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by the Owners), together with all heating, ventilation, air conditioning equipment and other service machinery and utilities contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount also equal to the full replacement value (i.e. one hundred percent (100%) of the current replacement cost exclusive of land, foundation, excavation and other items normally excluded from coverage), without deduction for depreciation (such amount to be re-determined periodically by the Board of Directors with the assistance of the insurance company affording such coverage). Such insurance shall afford protection against loss or damage caused by fire, windstorm, hail and other hazards covered by the standard extended coverage policy or endorsement including debris removal, demolition, vandalism, malicious mischief and water damage. At the election of the Board of Directors, the insurance required under this Article 4.4 may be in the form of a "master" or "blanket" policy. In contracting for the policy or policies of insurance obtained pursuant to this Article 4.4, the Board of Directors shall be required to make reasonable efforts to secure coverage which provides the following:

(a) The following endorsements (or equivalent): (i) "cost of demolition"; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction"; and (iv) "agreed amount" or elimination of co-insurance clause; and

(b) A provision that any "no other insurance" clause shall expressly exclude individual Owners' policies from its operation so that the casualty damage policy or policies purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage.

Prior to obtaining any policy of casualty damage insurance or any renewal thereof, and at such other intervals as the Board of Directors may deem advisable, the Board of Directors may obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Attached Patio Homes and the Attached Townhomes (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of casualty damage insurance to be secured pursuant to this Article 4.4. A certificate of such insurance, together with proof of payment of premiums and any notice issued as set forth above, shall be delivered to any Mortgagee requesting the same. The Mortgagee of an Attached Patio

Home or an Attached Townhome shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such Attached Patio Home or Attached Townhome. The premiums for such casualty damage insurance shall be an Attached Patio Home Common Expenses and an Attached Townhome Common Expense to be paid by the Annual Attached Patio Home Assessment and the Attached Townhome Assessments levied by the Association. Each Attached Patio Home Owner and Attached Townhome Owner shall be responsible for the deductible under the Association's insurance on any property damage or casualty loss to its dwelling or related Restricted Common Area. The amount of such deductible shall be uniform for all such Owners and shall be set by the Board from time to time.

4.5 Insurance Requirements Generally. All insurance coverage obtained by the Association shall be comply with the following terms and conditions:

(a) The Developer and Manager each shall be an additional named insured on all such policies as long as the Developer owns any Lot;

(b) The insurance coverage maintained by the Association shall not be brought into contribution with insurance purchased by the Owners or their Mortgagees;

(c) Coverage under the policies shall not be prejudiced by (i) any act or neglect of any Owner, or their tenants, servants, agents, invitees, and guests when such act or neglect is not within the control of the Association, or (ii) any act, neglect or failure of the Association with respect to any portion of the Property over which the Association has no control;

(d) The policies shall contain a waiver of subrogation by the insurer as to all claims against the Developer, the Board of Directors, the Association, the Manager and the Owners and their respective agents, employees, tenants, agents and household members, and of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured and contain contractual liability coverage for the indemnity set forth in Article 17.7 hereof;

(e) All policies shall be written by insurers licensed to do business in Missouri and holding a rating of B/VI or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not reasonably available, the most nearly equivalent rating; and

(f) All liability insurance shall also include a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.

4.6 Manager. Any powers, duties or rights of the Association created pursuant to this Declaration, or of the Board, as provided by law and herein, may be delegated to a Manager under a management agreement, which Manager may or may not have a relationship to the Developer or its principals or affiliates; provided, however, that no such delegation shall relieve the Association of its obligation to perform such delegated duty.

4.7 Power and Authority of the Association Regarding Villas. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association under the terms of this Declaration, to the Owners of Villas. Such power and authority includes, without limitation, providing the lawn and landscaping and snow clearing services set forth in ARTICLE 8A below and, if any repair, replacement or maintenance of any lawn, landscaping, sprinkler system or related items is caused by the wasteful, negligent or intentional act or omission of a Villa Owner, such Owner's family, guests, invitees, agents, licensees or authorized representatives, the costs thereof shall become an Assessment from such Villa Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Annual Villa Assessments.

ARTICLE 5 COMMON AREA

5.1 Property Rights in the Common Area. Subject to the other provisions hereof, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

5.2 Maintenance of the Common Area. The Association shall own, manage, repair, maintain, replace, improve, operate and deal with the Common Area and keep it, and all improvements thereon, in good condition. The cost of performing these duties shall be a Common Expense. The Board of Directors may employ or contract with a Manager or third parties to render such services with respect to the Common Area.

5.3 Insurance. The Association may provide and maintain insurance for the protection, repair and replacement of the Common Area and Improvements therein as set forth above.

5.4 No Partition. The Common Area shall be owned by the Association, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Area.

ARTICLE 6 ASSESSMENTS, FINES AND WORKING CAPITAL FUND CONTRIBUTIONS

6.1 Obligation; Purpose.

(a) The Association may assess against Class A Members, Class B Members, Class C and Class E Members owning Lots (and each such Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot, by acceptance of a deed to such Owner's Lot, hereby agrees to pay to the Association all) Annual Assessments, Special Assessments and Default Assessments.

(b) The Association may assess against all Attached Patio Home Lots (and each Owner of an Attached Patio Home Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Attached Patio Home Assessments and Special Attached Patio Home Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(c) The Association may assess against all Attached Townhome Lots (and each Owner of an Attached Townhome Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Attached Townhome Assessments and Special Attached Townhome Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(d) The Association may assess against all Villa Lots (and each Owner of a Villa Lot, by acceptance of a deed to such Lot, hereby agrees to pay to the Association all) Annual Villa Assessments and Special Villa Assessments in addition to the Assessments otherwise assessed to and payable by all Owners.

(e) For purposes hereof, (i) "Annual Assessments" are Assessments imposed and levied by the Board of Directors against each Owner of either a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome Lot in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (ii) "Annual Attached Patio Home Assessments" are Assessments imposed and levied by the Board of Directors against each Attached Patio Home Owner in accordance with such Attached Patio Home Owner's Proportionate Share which are necessary to meet the Attached Patio Home Common Expenses, (iii) "Annual Attached Townhome Assessments" are Assessments imposed and levied by the Board of Directors against each Attached Townhome Owner in accordance with such Attached Townhome Owner's Proportionate Share which are necessary to meet the Attached Townhome Common Expenses, (iv) "Annual Villa Assessments" are Assessments imposed and levied by the Board of Directors against each Villa Owner in accordance with such Villa Owner's Proportionate Share which are necessary to meet the Villa Common Expenses, (v) "Special Assessments" are Assessments against all Owners for capital improvements to the Common Area and other purposes as stated in Article 6.5 of this Declaration, (vi)

"Special Attached Townhome Assessments" are Assessments against Attached Townhome Owners for capital improvements to the Restricted Common Areas and the Attached Townhomes and other purposes as stated in Article 6.7 of this Declaration, (vii) "Special Attached Patio Home Assessments" are Assessments against Attached Patio Home Owners for capital improvements to the Restricted Common Areas and the Attached Patio Homes and other purposes as stated in Article 6.6 of this Declaration, (viii) "Special Villa Assessments" are Assessments against Villa Owners for the services provided to the Villas and other purposes as stated in Article 6.20 of this Declaration, and (ix) "Default Assessments" are Assessments assessed against a Lot (either a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot) as the result of the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

(f) The Assessments shall be used for the benefit of the Owners and occupants of the Subdivision as set forth herein.

(g) No Assessments shall be imposed or levied against unplatted land included within the Property and no Assessments shall be imposed or levied against any Lots owned by the Class D Members.

(h) No Assessments shall be adjusted, reduced, abated rebated, or compromised by or as a result of any claim by any Owner that such Owner does not utilize or avail itself of the use of any applicable Common Area, Restricted Common Area or any of the Improvements contained therein.

6.2 Annual Assessments Payable by All Owners. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Assessments payable by all Owners based upon the estimated Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Assessment for a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot shall be made on the closing date for the purchase of such Lot by an Owner other than the original or initial builder. The Annual Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable on January 31st of each year. If the Board of Directors fails to timely make any Annual Assessments for any fiscal year, the amount of such Annual Assessments for the year shall automatically be the same as the Annual Assessments for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessments for the immediately preceding year without the approval of a majority of the Class A Members, Class B Members, Class C Members and Class E Members present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class A Members, Class B Members, Class C Members and Class E Members present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Assessments in excess of the actual Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Assessments are payable by all Owners.

6.3 Annual Attached Patio Home Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Attached Patio Home Assessments based upon the estimated Attached Patio Home Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Attached Patio Home Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Attached Patio Home Assessment for an Attached Patio Home Lot shall be made on the closing date for the purchase of such Attached Patio Home Lot by an Owner other than a builder. The Annual Attached Patio Home Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Attached Patio Home Assessment for any fiscal year, the amount of such Annual Attached Patio Home Assessment for the year shall automatically be the same as the Annual Attached Patio Home Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Attached Patio Home Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Attached Patio Home Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the

Annual Attached Patio Home Assessments for the immediately preceding year without the approval of a majority of the Class B Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Attached Patio Home Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class B Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Attached Patio Home Assessments in excess of the actual Attached Patio Home Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Attached Patio Home Assessments are payable only by Owners of Attached Patio Homes and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

6.4 Annual Attached Townhome Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Attached Townhome Assessments based upon the estimated Attached Townhome Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Attached Townhome Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Attached Townhome Assessment for an Attached Townhome Lot shall be made on the closing date for the purchase of such Attached Townhome Lot by an Owner other than a builder. The Annual Attached Townhome Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Attached Townhome Assessment for any fiscal year, the amount of such Annual Attached Townhome Assessment for the year shall automatically be the same as the Annual Attached Townhome Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Attached Townhome Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Attached Townhome Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Attached Townhome Assessments for the immediately preceding year without the approval of a majority of the Class C Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Attached Townhome Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class C Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Attached Townhome Assessments in excess of the actual Attached Townhome Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Attached Townhome Assessments are payable only by Owners of Attached Townhomes and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

6.5 Special Assessments Payable by All Owners. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Assessments, payable by all Owners over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any unexpected repair, renovation or replacement of improvements in the Common Area or for any other expenses incurred by the Association in fulfilling its obligations to all Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Assessment, the Board of Directors shall specifically refer to this Article 6.5. The Board of Directors shall promptly give the Owners written notice of the amount of all Special Assessments and the time for payment thereof. No payment of all or part of any Special Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.5 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration.

6.6 Special Attached Patio Home Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Attached Patio Home Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of damaged Attached Patio Homes or improvements in the related Restricted Common Areas or for any other expenses incurred by the Association in fulfilling its obligations to all Attached Patio Home Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Attached Patio Home Assessment, the Board of Directors shall specifically refer to this Article 6.6. The Board of Directors shall promptly give the Attached Patio Home Owners written notice of the amount of all Special Attached Patio Home Assessments and the time for payment thereof. No payment of all or part of any Special Attached Patio Home Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.6 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses related to the Attached Patio Homes and the related Restricted Common

Areas authorized by other sections of this Declaration. Special Attached Patio Home Assessments are payable only by the Owners of Attached Patio Homes and are in addition to the payment of Special Assessments under Article 6.5 hereof.

6.7 Special Attached Townhome Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Attached Townhome Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of damaged Attached Townhomes or improvements in the related Restricted Common Areas or for any other expenses incurred by the Association in fulfilling its obligations to all Attached Townhome Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Attached Townhome Assessment, the Board of Directors shall specifically refer to this Article 6.7. The Board of Directors shall promptly give the Attached Townhome Owners written notice of the amount of all Special Attached Townhome Assessments and the time for payment thereof. No payment of all or part of any Special Attached Townhome Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.7 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses related to the Attached Townhomes and the related Restricted Common Areas authorized by other sections of this Declaration. Special Attached Townhome Assessments are payable only by the Owners of Attached Townhomes and are in addition to the payment of Special Assessments under Article 6.5 hereof.

6.8 Default Assessments. The Board of Directors may assess Default Assessments against an Owner of a Single Family Residence, an Attached Patio Home or an Attached Townhome at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date. Each Default Assessment shall become a lien against such Owner's Lot when due and may be foreclosed or otherwise collected as provided in this Declaration.

6.9 Working Capital Fund Contributions. Working Capital Fund Contributions shall be made as follows:

(a) The Developer shall require the first Owner of a Single Family Residence Lot, an Attached Patio Home Lot or an Attached Townhome Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the general working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Assessments (i.e. one-fourth (1/4) of the Annual Assessment) against such Lot then in effect (a "Working Capital Fund Contribution"). The Association shall maintain all such Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Common Expenses or meeting unforeseen expenditures. Such Working Capital Fund Contributions shall not relieve an Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

(b) In addition to the Working Capital Fund Contributions described in Subsection (a) above, the Developer also shall require the first Owner of an Attached Patio Home Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the attached patio home working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Attached Patio Home Assessments (i.e. one-fourth (1/4) of the Annual Attached Patio Home Assessment) against such Attached Patio Home Lot then in effect (an "Attached Patio Home Working Capital Fund Contribution"). The Association shall maintain all such Attached Patio Home Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Attached Patio Home Common Expenses or meeting unforeseen Attached Patio Home expenditures. Such Attached Patio Home Working Capital Fund Contribution shall not relieve an Attached Patio Home Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

(c) In addition to the Working Capital Fund Contributions described in Subsection (a) above, the Developer also shall require the first Owner of an Attached Townhome Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the attached townhome working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Attached

Townhome Assessments (i.e. one-fourth (1/4) of the Annual Attached Townhome Assessment) against such Townhome Lot then in effect (an "Attached Townhome Working Capital Fund Contribution"). The Association shall maintain all such Attached Townhome Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Attached Townhome Common Expenses or meeting unforeseen Attached Townhome expenditures. Such Attached Townhome Working Capital Fund Contribution shall not relieve an Attached Townhome Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.

6.10 Fines; Lien Fees. The Board of Directors may assess and impose a Fine of such amount as the Board of Directors shall determine appropriate from time to time for each day, month or other period chosen by the Board in which any infraction of any of the provisions of this Declaration, the Articles, Bylaws or any rules or regulations promulgated by the Board is committed by any Owner of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa or any tenant of any such Owner. The Board of Directors may promulgate and change from time to time rules or regulations setting forth procedures for appealing Fines to the Board whose determination shall be final. Cause for Fines shall not be for frivolous reasons but for those actions which violate the security of Owners, endangers occupants, cause a nuisance to Owners or their tenants or interfere with the quiet enjoyment of their Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas, the Common Area or the Restricted Common Areas by other Owners or their tenants. Recourse to Fines will occur when situations are not corrected or continue to occur after written notice is given to an Owner. Warnings and recourse to Fines shall be as determined by the Board of Directors. Owners shall be responsible for the acts and omissions of tenants, guests or visitors who create such violations or infractions. Additionally, in connection with any Delinquency which constitutes a lien as set forth below, the Board of Directors may assess and impose a separate fee (a "Lien Fee") of such amount as it shall determine appropriate from time to time to cover administrative time and expense of the Association, Board or Manager and their legal fees or costs or any other costs in connection therewith.

6.11 Effect of Nonpayment; Liens. Any Annual Assessment, Annual Attached Patio Home Assessment, Annual Attached Townhome Assessment, Annual Villa Assessment, Special Assessment, Special Attached Patio Home Assessment, Special Attached Townhome Assessment, Special Villa Assessment or Default Assessment or any Fine or Lien Fee (individually, the "Delinquency" and, collectively, the "Delinquencies") that is not paid within thirty (30) days after its due date shall be delinquent. Upon a Delinquency becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each Delinquency in an amount established by the Board of Directors not exceeding five percent (5%) of the Delinquency;
- (b) Assess an interest charge from the date of delinquency of one and one-half percent (1½%) per month (18% APR) for each month, or portion thereof until paid in full, or such other rate as the Board of Directors may establish, but in no event a rate that is usurious under Missouri law;
- (c) Suspend the voting rights of the Owner during any period of a Delinquency;
- (d) Suspend the rights of the Owner and its invitees to use the Common Areas and amenities (including any swimming pool, bath house, cabanas and similar or other amenities);
- (e) Cease providing any services to the Lot and Lot Owner otherwise required under this Declaration until such Delinquency is cured (unless withholding any such service would endanger the health, safety or property of any person) and no such cessation of services shall reduce, alter or affect any Assessment due before, during or after any such cessation of services;
- (f) Accelerate all remaining Assessment installments so that unpaid Assessments and other Delinquencies shall be immediately due and payable;
- (g) Bring an action at law against any Owner personally obligated to pay the Delinquency;

- (h) File a statement of lien with respect to the Lot; and
- (i) Proceed with foreclosure of liens for the Delinquency.

A Delinquency shall constitute a lien on the Lot, including the Single Family Residence, the Attached Patio Home, the Attached Townhome or the Villa thereon and any other Improvements, and shall attach on the due date for the Assessment. After first giving the applicable Owner of the Lot at least ten (10) days' written notice of the Delinquency and intent to assert a lien, the Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of the Missouri county in which the Lot is located. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary or or attorney for the Association, or on behalf of the Association by any Manager appointed by it or by an attorney for the Association or the Manager, shall set forth (i) the name and address of the Association, (ii) the amount of the Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. Simultaneously with its filing thereof, the Association or its manager shall mail a copy of the certificate of lien to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the certificate of lien and receiving a recorded copy thereof, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri. Each Owner of a Lot by its acceptance of a deed thereto hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Owner shall be liable for the amount of all unpaid Delinquencies, all penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien and, if allowed by law, all reasonable attorneys' fees and expenses incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. All liens for Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquency against persons personally liable for such amount or foreclosure proceedings are instituted. In such cases the lien shall continue until termination of the suit and sale of the Lot upon execution of any judgment obtained or until completion of foreclosure proceedings.

6.12 Personal Obligation. The amount of any Delinquency chargeable against any Lot shall be a personal and individual debt of the Owner of the Lot at the time the Assessment became due. No Owner may exempt himself from liability for the Delinquency by abandonment of his Lot or by waiver of the use or enjoyment of all, or any part of, the Common Area or the Restricted Common Areas. All successors to the fee simple title of a Lot shall be jointly and severally liable for all unpaid Delinquencies, interest, late charges, penalties, costs, expenses, and attorneys' fees against such Lot with the Owner who owned the Lot at the time the unpaid Delinquency first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Delinquencies by, or on behalf of, the Association under Article 6.15 below. The Association may bring suit against the Owner or any successor to recover unpaid Delinquencies any penalties and interest thereon, the cost and expenses of such proceedings and, if allowed by law, all reasonable attorneys' fees and expenses in connection therewith, without foreclosing or waiving the Delinquency lien provided in this Declaration.

6.13 Priority of Lien. The lien for Delinquencies provided for in this Declaration shall be subordinate to (a) liens for real estate taxes and special governmental assessments and (b) Mortgages recorded prior to the due date for any such Delinquency. The lien for Delinquencies shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri which all present and future Owners waive by taking title to Lots. Except as specifically set forth herein or provided by law, no sale or transfer of a Lot shall release it from the lien of any Delinquency. The amount of any extinguished lien for a Delinquency may, at the direction of the Board of Directors, be reallocated and assessed to all Single Family Residence Lots as a Common Expense, or to all Attached Patio Homes as an Attached Patio Home Common Expense, or to all Attached Townhome Lots as an Attached Townhome Common Expense, or to all Villa Lots as a Villa Common Expense, as applicable.

6.14 Notice to Mortgagee. Upon written notice by a Mortgagee to the Association of a Mortgage and written request for notice of unpaid Delinquencies, the Association shall report to the Mortgagee all Delinquencies remaining unpaid for longer than sixty (60) days after the due date. Any Mortgagee holding a lien on a Lot may pay

any unpaid Delinquency, together with all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

6.15 Statement of Status. Upon written request of any prospective Mortgagee or purchaser of a Lot and payment of a reasonable fee established by the Board of Directors, the Board of Directors of the Association shall issue a written statement setting forth the amount of all unpaid Delinquencies, if any, with respect to such Lot. The amount set forth on such statement from the Association shall be binding on the Association if the prospective purchaser purchases the Lot; provided, however, the Owner of the Lot during the time when such Delinquency became due and owing shall remain liable for all unpaid Delinquencies. If the Association does not issue a written statement within thirty (30) days of its receipt of the request and fee payment, the prospective purchaser may make an additional written request. If the Association does not issue a written statement within ten (10) days of the second request, the lien for the unpaid Delinquencies shall be released automatically upon the prospective purchaser's acquisition of the Lot. A statement shall be deemed issued by the Association upon deposit in the U.S. Mails or tender of delivery to the prospective purchaser.

6.16 Notification of Association's Address. The Association shall notify each Owner, at their address listed with the Association, of the Association's address, and all changes thereto, where payments shall be made and other Association business may be conducted (which may be at the Manager's offices).

6.17 Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligations of the Association; provided, however, any such action shall require, prior to the Turnover Date, the assent of the Developer and, after the Turnover Date, a majority vote of all Members of the Association. Such power shall include the ability to make an assignment of Assessments then payable to, or which will become payable to, the Association, which assignment may be then presently effective but allows such Assessments to continue to be paid to the Association and used by it unless and until the Association shall default on its obligation secured by the assignment.

6.18 Optional Developer Loans to Association. In the event that, at any time or from time to time, the Assessments (including the Annual Assessments, the Annual Attached Patio Home Assessments, the Annual Attached Townhome Assessments, the Annual Villa Assessments, the Special Assessments, the Special Attached Patio Home Assessments, the Special Attached Townhome Assessments and the Villa Special Assessments) and the Working Capital Fund Contributions (including the Working Capital Fund Contributions, the Attached Patio Home Working Capital Fund Contributions, the Attached Townhome Working Capital Fund Contributions and the Villa Working Capital Fund Contributions) are not sufficient for the Association to pay all Common Expenses and/or all Attached Patio Home Common Expenses and/or all Attached Townhome Common Expenses and/or all Villa Common Expenses or otherwise permit the Association to perform its duties and obligations under this Declaration, the Developer may (but shall not be obligated to) make loans or advances to the Association to enable it to meet such deficiency or deficiencies in funding. Any such loan or advance made by the Developer to the Association shall bear simple interest at a per annum rate equal to two percent (2%) above the prime rate of interest shown in the *Money Rates* section of *The Wall Street Journal* on the date such loan or advance is made and shall accrue until the loan or advance, with accrued interest, is paid in full. As soon as reasonably practicable, the Board of Directors may increase the Assessments in amounts sufficient to pay off the principal and interest of such loans or advances made by the Developer to the Association.

6.19 Annual Villa Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Villa Assessments based upon the estimated Villa Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Villa Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Villa Assessment for a Villa Lot shall be made on the closing date for the purchase of such Villa Lot by an Owner other than the original or initial builder. The Annual Villa Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Villa Assessment for any fiscal year, the amount of such Annual Villa Assessment for the year shall automatically be the same as the Annual Villa Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Villa Assessments as such Board may determine appropriate. After the Turnover Date, the Annual Villa Assessments made by the Board of Directors may not exceed (a) one hundred and

twenty percent (120%) of the Annual Villa Assessments for the immediately preceding year without the approval of a majority of the Class E Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Villa Assessments for the immediately preceding year without the approval of sixty-six and two-thirds percent (66⅔%) of the Class E Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Villa Assessments in excess of the actual Villa Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual Villa Assessments are payable only by Owners of Villas and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.

6.20 Special Villa Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Villa Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, any unexpected costs or other expenses incurred by the Association in fulfilling its obligations to all Villa Owners under this Declaration or otherwise imposed upon the Association. In imposing any Special Villa Assessment, the Board of Directors shall specifically refer to this Article 6.20. The Board of Directors shall promptly give the Villa Owners written notice of the amount of all Special Villa Assessments and the time for payment thereof. No payment of all or part of any Special Villa Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.20 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses related to the Villas authorized by other sections of this Declaration. Special Villa Assessments are payable only by the Owners of Villas and are in addition to the payment of Special Assessments under Article 6.5 hereof.

6.21 Initiation Fee. An Initiation Fee of \$250.00 shall be payable by each new Lot Owner to the Association, for use as part of the general funds of the Association, upon each sale, conveyance or transfer of ownership of a Lot for value (except for the transfer from the Developer to a builder and the transfer from the builder to the initial occupant/Lot Owner). From time to time the Association may increase the Initiation Fee.

ARTICLE 7 INSURANCE LOSS; CONDEMNATION

7.1 Association as 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 Area which is covered by insurance written in the name of the Association or a complete or partial taking of the Common Area in condemnation. Each Attached Townhome Owner hereby irrevocably appoints the Association as the Attached Townhome Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Attached Townhomes or the related Restricted Common Areas which is covered by insurance written in the name of the Association or a complete or partial taking of the related Restricted Common Areas in condemnation. Each Attached Patio Home Owner hereby irrevocably appoints the Association as the Attached Patio Home Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Attached Patio Homes or the related Restricted Common Areas which is covered by insurance written in the name of the Association or a complete or partial taking of the related Restricted Common Areas in condemnation. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any other Owner conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact for such purposes. The Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver, settlement or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted hereby to the Association as attorney-in-fact.

7.2 Repair of Damaged Attached Patio Homes and Attached Townhomes. [THE PROVISIONS OF THIS ARTICLE 7.2 APPLY ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.] In the event of damage to or destruction of all or part of any Attached Patio Home or Attached Townhome covered by insurance written in the name of the Association pursuant to Article 4.4 above, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged property including, without limitation, any damaged Attached Patio Homes or Attached Townhomes and the fixtures and appliances initially installed therein by or for the Owners thereof, any replacements thereof installed by such Owners up to the value of those initially installed by or for them, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by such Owners in the Attached Patio Homes or the Attached Townhomes unless covered by insurance obtained by the Association (the "Association

Insured Property”). Notwithstanding the foregoing, the Association will consult with each Attached Patio Home Owner and each Attached Townhome Owner regarding the redecorating of all but the exterior maintenance area of such Owner's Attached Patio Home or Attached Townhome, as applicable. The following shall apply in such event:

(a) As soon as practicable after an event causing damage to or destruction of any part of the Association Insured Property, the Board of Directors shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. “Repair and reconstruction”, as used in this Article 7.2, shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage or destruction to the Association Insured Property and no consent or other action by any Owner shall be necessary. Assessments and Fines of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

(c) The proceeds received by the Association from any casualty or hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association Insured Property.

(d) The insurance proceeds held by the Association, and the amounts received from any Special Attached Patio Home Assessments and/or by any Special Attached Townhome Assessments provided for below, constitute a fund for the payment of the costs of repair and reconstruction after casualty.

(e) With respect to Attached Patio Homes, it shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds and the balance from the Special Attached Patio Home Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Attached Patio Home Owners in proportion to the contributions each Attached Patio Home Owner made as a Special Attached Patio Home Assessment, then in equal shares per Attached Patio Home Lot, first to the Mortgagees and then to the Attached Patio Home Owners, as their respective interests appear.

(f) With respect to Attached Townhomes, it shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds and the balance from the Special Attached Townhome Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Attached Townhome Owners in proportion to the contributions each Attached Townhome Owner made as a Special Attached Townhome Assessment, then in equal shares per Attached Townhome Lot, first to the Mortgagees and then to the Attached Townhome Owners, as their respective interests appear.

7.3 Repair of Damaged Common Area or Restricted Common Areas. Except as provided herein to the contrary, the Association shall use the proceeds of all insurance for the Common Area or the Restricted Common Areas to repair or replace any part of the Common Area or the Restricted Common Areas damaged by an insured occurrence, having a fair market value in excess of the Association's deductible.

7.4 Special Assessments, Special Attached Patio Home Assessments and Special Attached Townhome Assessments if Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to pay the costs of repair or replacement as set forth in Articles 7.2 and/or 7.3 above, the Association may, pursuant to Articles 6.5, 6.6 and 6.7 above, levy, assess and collect in advance from the Owners, the Attached Patio Home Owners and the Attached Townhome Owners, without the necessity of a special vote of the Owners, the Attached Patio Home Owners or the Attached Townhome Owners, a Special Assessment, a Special Attached Patio Home Assessment or a Special Attached Townhome Assessment, or any combination thereof, sufficient to provide funds to pay the additional cost of

such repair or replacement. If the aggregate of any Special Assessment, Special Attached Patio Home Assessment or Special Attached Townhome Assessment for expenses relating to such repair or replacement exceeds \$5,000.00 with respect to the Common Area or \$50,000 with respect to Attached Patio Homes or Attached Townhomes or the related Restricted Common Areas, then the Special Assessment, the Special Attached Patio Home Assessment or the Special Attached Townhome Assessment may be made only upon (i) prior to the Turnover Date, approval of the Developer, and (ii) after the Turnover Date, approval of the Board of Directors and approval of the Developer if it then still owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete any such repair or replacement.

7.5 Condemnation. Except as provided herein, if any portion of the Common Area or the Restricted Common Areas on which Improvements have been constructed is taken by any condemnation or similar proceeding, the Association shall restore or replace such Improvements on the remaining land included in the Common Area or the Restricted Common Areas. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken Improvement, the Association may, pursuant to Articles 6.5, 6.6, 6.7 and 6.19 above, levy, assess and collect in advance from the Owners, or the Attached Patio Home Owners or the Attached Townhome Owners or the Villa Owners, without the necessity of a special vote of such Owners, a Special Assessment, a Special Attached Patio Home Assessment, a Special Attached Townhome Assessment or a Special Villa Assessment sufficient to provide funds to pay the additional cost of such restoration or replacement. If the aggregate of any such Special Assessments for expenses relating to such restoration or replacement exceeds \$10,000.00, then such Special Assessments may be made only upon (i) prior to the Turnover Date, approval of the Developer and (ii) after the Turnover Date, approval of a majority of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration and approval of the Developer if it then owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete such restoration or replacement.

7.6 Decision Not to Rebuild or Replace. Prior to the Turnover Date, if the Developer decides, and after the Turnover Date, if Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration agree by vote at a meeting or in writing, not to repair or replace any part of the Common Area or the Restricted Common Areas damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area or the Restricted Common Areas, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area or the Restricted Common Areas by the Association in a neat and attractive condition. Prior to the Turnover Date, the Developer and, after the Turnover Date, Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the Class A, Class B, Class C and Class E votes possible to be cast under this Declaration may elect not to restore or replace any improvements comprising a part of the Common Area or the Restricted Commons Areas taken by condemnation. In either case, the Board of Directors shall, in its sole discretion, either retain all unused insurance proceeds or condemnation awards (or any awards in excess of the cost of restoring or replacing the taken improvements) in reserve or distribute such proceeds to the Owners in accordance with each Owner's Proportionate Share. Notwithstanding the foregoing, the Developer and the Owners may not agree, vote or elect not to repair, reconstruct or restore any storm water detention facilities or City required best management practices areas without first obtaining the written consent of the City and taking adequate alternative storm water drainage control or other measures.

ARTICLE 8

ATTACHED PATIO HOME AND ATTACHED TOWNHOME MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION

[THIS ARTICLE 8 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.]

8.1 General. Subject to the provisions of Article 9 below, in addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following services to each Attached Patio Home and the Attached Patio Home Lot on which it is located, and to each Attached Townhome and the Attached Townhome Lot on which it is located, which is subject to the Annual Attached Patio Home Assessment and the Annual Attached Townhome Assessment hereunder in as nearly a uniform manner as may be reasonably possible, and each Attached Patio Home Owner and each Attached Townhome Owner shall be

obligated to accept and participate in the Association's provisions of such services by such Owner's acceptance of a deed to such Owner's Lot.

8.2 Exterior Maintenance. The Association shall provide exterior maintenance upon each separate Attached Patio Home and Attached Townhome which is subject to Annual Attached Patio Home Assessments and Annual Attached Townhome Assessments hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior Improvements. The foregoing shall not include any responsibility on behalf of the Association to repair or replace exterior building surfaces or damage thereto, arising from: (i) structural defects or damage resulting from settlement, structural collapse or other interior structural damages; or (ii) resulting from an Attached Patio Home Owner's or an Attached Townhome Owner's failure to properly and adequately provide routine general maintenance and protection from the elements or other care to such Owner's Attached Patio Home or Attached Townhome, as applicable; or (iii) fire, windstorm, vandalism or other casualty loss covered by fire and extended coverage loss provisions of a standard form of homeowner's insurance policy. Such exterior maintenance shall not include driveways, sidewalks, decks or patios, glass surfaces, windows, window frames, screens, light bulbs, garage doors, doors or shrubs or other plantings within five feet (5') of an Attached Patio Home or an Attached Townhome's foundation (which shall be each such Owner's responsibility). No change in the color of the exterior surfaces of any Attached Patio Home or Attached Townhome shall be made by the Association or any Owner from the original colors used without such change being first considered and recommended by the Review Board. Thereafter, prior to the Turnover Date, the Developer must approve any such recommendations. After the Turnover Date, such recommendations shall be submitted to the Class B and Class C membership for acceptance, which acceptance shall require a vote of sixty-six and two-thirds percent (66 2/3%) of the Class B and Class C Members of the Association present at a meeting called to consider such proposal at which a quorum is present.

8.3 Lawn and Landscaping Care; Snow Clearing. The Association shall provide lawn and landscaping care consisting of mowing, edging, fertilizing, weed control and reseedling of all grass areas and trimming and replacing of trees, bushes, shrubbery and plantings on the Attached Patio Home Lots and the Attached Townhome Lots and the related Restricted Common Areas (other than those which are an Attached Patio Home Lot Owner's or an Attached Townhome Lot Owner's responsibility as set forth in Article 8.2 above). The Association also shall provide snow clearing from the Attached Patio Homes and the Attached Townhome driveways, from the sidewalk from the front porch to the driveway (but not the front door, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces. If access to a driveway or any part thereof is blocked by a vehicle or other item, the inaccessible area will not be cleared nor shall the snow removal operator be required to return if the area becomes accessible.

8.4 Attached Patio Home Owner's and Attached Townhome Owner's Responsibility for Sewer Lines. Each Attached Patio Home Owner and each Attached Townhome Owner shall be responsible for the maintenance, repair and replacement of the sewer line from the Attached Patio Home and the Attached Townhome to the City's public sewer system, including any collectors, and is hereby granted an easement across that portion of the Common Area or the related Restricted Common Areas in which such sewer line or any collector is located for such purpose.

8.5 Uniformity of Service. The Association shall arrange and provide for a uniform method of providing the foregoing services to the Attached Patio Homes and the Attached Townhomes. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and, toward that end, shall have authority to contract with one or more providers of such services on behalf of all the Attached Patio Home Owners and the Attached Townhome Owners to provide such services to the Attached Patio Homes and the Attached Townhomes within the Subdivision.

8.6 Exclusivity. No Attached Patio Home Owner nor any Attached Townhome Owner shall do any act or take any action on such Owner's own which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to such Owner's own Attached Patio Home or Attached Townhome unless the Association fails to provide such service, after written notice to the Association demanding such services be reasonably provided, to an Attached Patio Home Owner or an Attached Townhome Owner who can establish such services are not being provided to such Owner's Attached Patio Home or

Attached Townhome, as applicable, in a uniform manner with the other Attached Patio Homes and Attached Townhomes within the Subdivision.

8.7 Attached Patio Home Owners and Attached Townhome Owners Responsibility for Driveways, Sidewalks, Patios and Decks. Anything contained above to the contrary notwithstanding, each Owner of an Attached Patio Home or an Attached Townhome, as applicable, shall be responsible for using due care in the usage and utilization of and for the repair and replacement of any driveway and/or sidewalk areas dedicated to such Owner's Attached Patio Home or Attached Townhome, as applicable. The foregoing responsibility shall include, but not be limited to, each such Owner's obligation to protect and preserve the surface of such driveway and sidewalk from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to or the replacement of any such driveway or sidewalk, for any cause or any reason, shall be the responsibility of such Owner, and if such Owner fails to do so, the Association shall be authorized to repair such damage or to make any necessary replacement at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder. If, in the course of installing, maintaining or repairing Improvements located on the related Restricted Common Areas, any Attached Patio Home Owner or any Attached Townhome Owner, or such Owner's contractor, agent or employee, damages, destroys or harms any Improvement located within the Common Area or the related Restricted Common Areas, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm. Each Attached Patio Home Owner or Attached Townhome Owner also is responsible for all maintenance, repair and replacement of any patio or deck pertaining to such Owner's Attached Patio Home or Attached Townhome and the Association shall have no responsibility therefor.

8.8 Developer's Modification Rights. The Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of this Article 8 for any Attached Patio Homes or Attached Townhomes designated on any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property to this Declaration.

ARTICLE 8A VILLA MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION

**[THIS ARTICLE 8A APPLIES ONLY TO VILLAS AND NOT TO ATTACHED PATIO HOMES,
ATTACHED TOWNHOMES OR SINGLE FAMILY RESIDENCES.]**

8A.1 General. In addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following limited services to each Villa and to each Villa Lot on which it is located, which is subject to the Annual Villa Assessment hereunder in as nearly a uniform manner as may be reasonably possible. Each Villa Owner shall be obligated to accept and participate in the Association's provision of such services by such Owner's acceptance of a deed to such Owner's Lot; grants to the Association, its contractors, service providers and other agents an access easement in, over and across such Owner's Lot so that the following services can be provided; and agrees not to interfere with, impair or prohibit the providing of such services. The Association has the right to determine the scope and timing of such services.

8A.2 Lawn and Landscaping Care; Snow Removal.

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of irrigation, sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner's Lot without the prior written approval of the Review Committee. Any such other plantings

so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the irrigation system (which shall be controlled exclusively by the Association). Each Villa's landscaping plan shall include a complete irrigation system for all turf and landscape areas. The system shall: (i) have all components accessible and maintainable from the outside of the Villa; (ii) include a water tap in the front yard after the water meter; (iii) include a brass curb stop with two inch (2") pvc sleeve accessible with a five foot (5') standard water key; (iv) include with the water tap a double check backflow preventer located underground in a rectangular valve box; and (v) include an outdoor irrigation controller mounted on an exterior wall of the Villa along with a rain sensor mounted on the side or rear gutter of the Villa. If the City does not allow a double check backflow, then the approved backflow shall be located on a side of the Villa out of sight from the street. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, costs to maintain and repair such augmented portion shall be the Owner's responsibility. Any such additional sprinkler costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include trimming or replacement of street trees, replacement or reseeding of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow removal from the Villa driveways and the sidewalk from the front porch to the driveway (but not the front porch, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces. If access to a driveway or any part thereof is blocked by a vehicle or other item, the inaccessible area will not be cleared nor shall the snow removal operator be required to return if the area subsequently becomes accessible.

(c) No other services shall be provided to Villa Owners.

8A.3 Uniformity of Service. The Association shall arrange for a uniform method of providing the foregoing limited services to the Villas. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and toward that end, shall have authority to contract with one or more providers of such services on behalf of all the Villa Owners to provide such services to the Villas within the Subdivision.

8A.4 Exclusivity. No Villa Owner shall do any act or take any action on such Owner's own which shall interfere, impair, prohibit or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to such Owner's own Villa unless the Association, fails to provide such service within thirty (30) business days after written notice to the Association demanding such services be reasonably provided, to a Villa Owner who can establish such services are not being provided to such Owner's Villa in a uniform manner with the other Villas within the Subdivision. Provided, however, that the Association shall not be in breach or default of this provision if it commences the cure of such failure within such thirty (30) business day period and thereafter diligently pursues such cure to completion as soon as reasonably practicable.

8A.5 Villa Owner's Maintenance Responsibility. Each Villa Owner shall be responsible, at such Owner's cost and expense, for the repair, maintenance and replacement when necessary, of the exterior and interior of the Villa and all related improvements and systems including, without limitation, roofs, walls, foundations, gutters, downspouts, windows, doors, garage doors, porches, patios, decks, driveways, sidewalks, sewer, water, gas, electrical and other utilities' lines, pipes, wires or conduits (to the extent not the responsibility of the applicable utility provider). The foregoing responsibility shall include, but not be limited to, each such Owner's obligations to protect and preserve the surface of such driveways and sidewalks from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose

properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any damage or destruction caused to or the replacement of any such driveway or sidewalk, for any cause or any reason, shall be the responsibility of such Owner, and if such Owner fails to do so, the Association shall be authorized to repair such damage or to make any necessary replacement at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder.

8A.6 Developer's Modification Rights. The Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of this Article 8A for any Villas designated on any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property to this Declaration.

ARTICLE 9 ATTACHED PATIO HOME AND ATTACHED TOWNHOME PARTY WALLS AND RELATED MATTERS

[THIS ARTICLE 9 APPLIES ONLY TO ATTACHED PATIO HOMES AND ATTACHED TOWNHOMES
AND NOT TO SINGLE FAMILY RESIDENCES OR VILLAS.]

9.1 Boundary Line Between Attached Patio Homes and Attached Townhomes. The boundary line between two (2) Attached Patio Homes or Attached Townhomes shall be deemed to be the center line of the airspace between the exterior walls of the two (2) Attached Patio Homes or Attached Townhomes which abut such airspace (the "Party Walls") or, if there is no such airspace, where the Party Walls abut, notwithstanding the fact that the common boundary line for the Attached Patio Home Lots or the Attached Townhome Lots may not be located precisely upon said center line of the Party Walls. The Owner of each Attached Patio Home Lot or Attached Townhome Lot from time to time shall have the full rights of ownership, use and occupancy of the Attached Patio Home or the Attached Townhome located primarily upon such Attached Patio Home Lot or Attached Townhome Lot and the Owner of one (1) Attached Patio Home or Attached Townhome shall not have any right, title or interest in any part of the other Attached Patio Home or Attached Townhome located primarily upon the adjacent Attached Patio Home Lot or Attached Townhome Lot.

9.2 Repair and Maintenance of Party Walls. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the Attached Patio Home and the Attached Townhomes from time to time shall, at their respective sole cost and expense, make all repairs and perform all maintenance required upon the surface and non-structural elements of the portion of the Party Walls which serves as an interior / exterior wall of the Attached Patio Home or the Attached Townhome owned by such Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one (1) Attached Patio Home Owner or Attached Townhome Owner (or such Owner's tenants, agents, employees, guests or invitees), then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance.

9.3 Repairs and Maintenance of Utilities in and Structural Elements of Party Walls. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the applicable Attached Patio Homes and Attached Townhomes from time to time shall make or cause to be made all repairs and maintenance to all utilities to the extent common to such Attached Patio Homes and Attached Townhomes including, but not limited to, sewer, water and electrical utilities and to the structural elements of such Owner's portion of the Party Walls, with the cost of any such common repairs or maintenance to be paid equally by each applicable Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one (1) Owner (or such Owner's tenants, agents, employees, guests or invitees), or they are applicable only to one (1) Owner's portion of the Party Walls, then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance or whose portion is affected.

9.4 Repairs / Maintenance in Compliance with Laws. Any and all repairs and maintenance which an Attached Patio Home Owner or any Attached Townhome Owner, or all applicable Attached Patio Home Owners or Attached Townhome Owners jointly, shall be required to perform hereunder or shall elect to perform shall be done in a

good and workmanlike manner and in full compliance with all laws, ordinances, statutes, rules and regulations of any Federal, State, County or local government or governmental agency or authority. Any such repairs and maintenance, once commenced, shall thereafter be diligently pursued to completion. Each such Owner shall have a reciprocal easement across the other applicable Owner's Lot to allow reasonable access for the purpose of making inspections and performing any maintenance or repairs. Such easement rights shall be exercised in such a manner as to avoid, to the extent reasonably practicable, unnecessary interference with the use and occupancy of the other Owner's Lot.

9.5 Insurance. The casualty and property damage insurance required to be carried by the Association as set forth in Article 4.4 above shall expressly cover casualty damage or destruction of the Party Walls.

9.6 Waiver of Liability. Notwithstanding anything to the contrary herein, each Owner of an Attached Patio Home and each Owner of an Attached Townhome hereby releases the Association, the Developer, the other applicable Attached Patio Home Owner(s) and Attached Townhome Owner(s) and their respective tenants, agents, employees, guests or invitees from all liability for damage due to any act or neglect of the Association, the Developer, such other Owners or their respective tenants, agents, employees, guests or invitees (except as herein provided) occurring to the Attached Patio Home or the Attached Townhome which is or might be incident to or the result of a fire or any other casualty which is or would be covered by the casualty insurance policy described in Article 4.4 above or which is covered by any other insurance policy actually maintained by such Owner or such Owner's tenants or other occupants; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful act or omission of any such Owner.

9.7 Limitation on Alterations to Party Walls. No Owner of an Attached Patio Home or an Attached Townhome shall have the right, except with the prior written consent of the other applicable Attached Patio Home Owner(s) or Attached Townhome Owner(s), to (i) make any alterations or additions to any Party Wall or any part thereof, except non-structural, interior alterations made within the living unit of such Owner's Attached Patio Home or Attached Townhome, or (ii) take any action which will adversely affect the structural integrity or sound transmission prevention qualities of the Party Walls. To the extent any such Owner shall make any alterations or additions to the Party Walls, (a) such Owner shall, at such Owner's sole cost and expense, keep and maintain such alterations or additions in good condition and repair and (b) in the event of any fire or other casualty, the restoration and repair of such alterations or additions shall be at the sole cost and expense of such Owner.

9.8 Exterior of Party Walls - Colors and Materials. The exterior portions of any Party Wall visible outside an Attached Patio Home or an Attached Townhome shall be of the same color and/or materials as the exterior walls thereof or only such other colors and/or materials as are approved in advance by the Review Committee.

9.9 Lien Rights. Should an Attached Patio Home Owner or an Attached Townhome Owner fail or refuse to pay any costs or expenses as provided in this Article 9, the non-defaulting adjacent Owner(s) shall be entitled to a lien on the Lot of the Owner so failing or refusing to pay to the extent of such costs or expenses. Payment of such costs or expenses may be enforced as a mechanic's lien on such Lot through proceedings in any court in Missouri, having jurisdiction of suits for the enforcement of such liens. Such non-defaulting Owner(s) may also file a certificate of nonpayment of such costs or expenses against the defaulting Owner's Lot in the office of the Recorder of Deeds for the applicable county in Missouri in which the Lot is located. Such liens shall continue for a period of five (5) years from the date of nonpayment of the costs or expenses, unless suit shall have been instituted for collection of the costs or expenses, in which case the lien shall continue until payment in full of such costs or expenses or termination of the suit against the defaulting party.

9.10 State Law Governs. To the extent not inconsistent with the provisions of this Article 9, the laws of the State of Missouri regarding the Party Walls shall be applicable with respect to each Party Wall.

ARTICLE 10 ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS

10.1 Architectural Review Committee. An Architectural Review Committee (the "Review Committee"), consisting of three (3) or more persons, shall be established to exercise the powers granted by this Article 10. At all times prior to the Turnover Date, the Developer shall have the power to appoint all members of the

Review Committee, who shall serve until they resign or are removed by the Developer. After the Turnover Date, the Board of Directors shall appoint the members of the Review Committee, at least one (1) of which shall be a Class A, B, C or E Member, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.

10.2 Architectural Control. To preserve the harmony of the construction, location and exterior design and appearance of the Lots, the Single Family Residences, the Attached Patio Homes, the Attached Townhomes, Villas and other Improvements on the Lots, (a) all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas buildings, walls, fences, structures and other appurtenances or Improvements of any kind to be constructed or located on any Lot (collectively, the "Improvements"), (b) all additions, changes and alterations to any Improvement which impacts its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, the "Proposed Construction"), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Article 10.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof including, without limitation, Article 10.5 below, or where the exterior design or appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas in the Subdivision, the topography and overall design and appearance of the Subdivision, the Developer's intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision in the sole opinion of the Review Committee. The Board of Directors also shall have the power and right to designate certain areas within the Property as Restricted Common Areas.

10.3 Application for Approval. The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications and information (including all construction drawings and site plans) showing, as and if applicable, (a) the front, rear and side elevations, (b) proposed grading and drainage from the Lot, (c) floor plan with total square footage, (d) height of all Improvements, (e) exterior materials, (f) method of construction, (g) exterior color scheme, including samples, manufacturers name and product numbers, (h) landscaping and (i) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within thirty (30) days after its last receipt of information from the Owner or his representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within thirty (30) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Article 10.3 fully satisfied. The provisions of this Article 10.3 are intended primarily for application to Single Family Residences and Villas and shall not be construed or interpreted to imply any ability of an Owner to modify, alter, change or otherwise improve the exterior of any Attached Patio Home or any Attached Townhome.

10.4 Modification of Requirements; Appeal of Review Committee Decision. Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may waive any of the requirements set forth herein, including those set forth in Article 10.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review Committee renders its decision. The Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders its decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within sixty (60) days of it being timely submitted, the relief requested in the appeal shall be deemed denied. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.

10.5 General Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas and other Improvements constructed on any Lot shall conform to the following:

(a) Except for model homes, temporary model homes or other sales trailers or centers or as otherwise specifically provided herein, no building other than a Single Family Residence, Attached Patio Home, Attached Townhome or Villa may be constructed on any Lot. All Single Family Residences must be constructed on Lots platted and/or created only for Single Family Residences, all Attached Patio Homes must be constructed on Lots platted and/or created only for Attached Patio Homes, all Attached Townhomes must be constructed on Lots platted and/or created only for Attached Townhomes and all Villas must be constructed on Lots platted and/or created only for Villas. Under no circumstance, even with Review Committee or Board of Director approval, shall any commercial, retail or other business building be constructed on any Lot which is subject to this Declaration.

(b) No Single Family Residence or other structure shall be erected on any part of a Single Family Residence Lot nor shall any Residence be located on any Single Family Residence Lot nearer to the front Lot line or the side Lot line than the minimum building set-back shown on the recorded Plat or as set forth in the Zoning Ordinance or, if none is shown on the Plat or set forth in the Zoning Ordinance, seven and one-half (7.5) feet. No Single Family Residence shall be located nearer to an interior Lot line than the lesser of seven and one-half (7.5) feet or ten percent (10%) of the width of the Single Family Residence Lot or as otherwise required or permitted by the Zoning Ordinance. An interior Lot line is the common boundary line between two (2) Single Family Residence Lots. The Review Committee shall approve the orientation of the Single Family Residences on the Single Family Residence Lots and may require the front of Single Family Residences located on corner Single Family Residence Lots to be forty-five degrees (45°) to the front Lot line.

(c) The finished floor area of the main structure of a Single Family Residence shall be at least 1,500 square feet for all one-story Single Family Residences, at least 1,300 square feet for all split-level or split-entry Single Family Residences, at least 1,200 square feet of finished first floor area and at least 1,800 square feet of total finished floor area for any one and one-half (1 1/2) - story Single Family Residences and at least 1,000 square feet of finished first floor area and a total finished floor area of not less than 2,100 square feet for two (2) story Single Family Residences. The above-required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves and similar portions of such Single Family Residences. The Developer and/or Review Committee reserves the right to require greater square footages on the approval of any plan. No building or structure other than a Single Family Residence shall be erected, altered, placed or permitted to remain on any Single Family Residence Lot. No Single Family Residence may exceed two (2) levels in height in the front. Each Single Family Residence shall have an attached garage for not less than two (2) nor more than four (4) vehicles.

(d) All exterior surfaces of any Single Family Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee. Vinyl siding on any Single Family Residence shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) Any portion of a foundation protruding more than twelve inches (12") above the ground shall be painted the same color as the body of the Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas, as applicable.

(f) All Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas shall have wood, wood clad, vinyl or aluminum windows and may have aluminum or other metal storm windows and screens or such other types as approved by the Review Committee.

(g) All Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas shall be roofed with a minimum of a 30-year composition roof or such other materials as shall be allowed by the Review Committee.

(h) All wood and other non-brick or non-stone exteriors of any Single Family Residence, Attached Patio Home, Attached Townhome or Villa (except roofs), if permitted by the Review Committee,

shall be painted or stained with high quality products of a color required by the Review Committee. During construction, no Single Family Residence, Attached Patio Home, Attached Townhome, Villa or any addition to or remodeling thereof shall stand with an unfinished exterior for longer than six (6) months.

(i) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on or to each Single Family Residence Lot, each Attached Patio Home Lot, each Attached Townhome Lot and each Villa Lot.

(j) All driveways for Single Family Residences and Villas shall be constructed of concrete. With the advance written approval of the Review Committee, driveways for Attached Patio Homes and Attached Townhomes may be asphalt. No rock or gravel driveways shall be permitted. Each Owner of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa shall maintain such Owner's driveway in good condition and replace the same when necessary. No driveway may be constructed in a manner which permits an additional vehicle to be parked on such driveway without impeding the direct access of any other vehicle to any portion of the garage, any such determination to be made in the sole discretion of the Review Committee.

(k) All yards initially shall be sodded with the following perennial turf grasses: blue grass, fine blade fescue or fine blade rye. Zoysia grass may be used in certain areas but only as approved in advance by the Review Committee. Use of bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light, topography or costs would make sodding impractical or unreasonably expensive. All Single Family Residence Owners shall keep their respective lawns and plantings (including street trees) mowed, trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) shall permit.

(l) For Single Family Residences, one (1) of each of the following items may be constructed on each Single Family Residence Lot for personal, non-commercial use by the Single Family Residence Owner with the prior approval of the Review Committee: in-ground swimming pools, hot tub and spa. The Review Committee may require fencing and/or screening of such approved items. No above ground or above grade swimming pools shall be permitted on any Single Family Residence Lot.

(m) For Single Family Residences, one (1) permanent basketball goal may be erected adjacent to or along the Single Family Residence's driveway with the prior approval of the Review Committee. Portable basketball goals are not permitted.

(n) For Single Family Residences, no playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Single Family Residence.

(o) For Single Family Residences, outdoor furniture, fire pits, barbecue grills and similar items may be used in the front or side yards or driveways but may not be stored or left on such areas overnight or for any extended period of time. Outdoor furniture may be stored in or kept on front porches.

(p) For Single Family Residences, vegetable, herb or other gardens not exceeding one hundred (100) square feet in size, located behind the rear corners of the Residence and at least five feet (5') away from the boundary of the Lot are permitted on a Single Family Residence Lot. Raised gardens, garden canopies, other garden improvements and gardens in excess of the square footage set forth above may be permitted only with the prior advance written approval of the Review Committee.

(q) Construction of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa shall be fully completed within twelve (12) months after excavation is started.

10.6 Construction Standards Applicable to Attached Patio Homes and Attached Townhomes. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Attached Patio Home and each Attached Townhome constructed on any Lot shall conform to the following, as applicable:

(a) All Attached Patio Homes and Attached Townhomes shall be erected or located on each Attached Patio Home Lot and/or Attached Townhome Lot as shown on the plat, replat or lot split certificate of survey creating the same and any requirements of any City code or regulation. The Review Committee shall approve the orientation of the Attached Patio Homes on the Attached Patio Home Lots and the Attached Townhomes on the Attached Townhome Lots.

(b) The finished floor area of each Attached Patio Home and each Attached Townhome shall be as designated in the Supplemental Indenture which adds Lots for them as Expansion Property and subjects such Lots to the jurisdiction of this Declaration. For purposes of calculating the foregoing minimums, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Attached Patio Home or any Attached Townhome as a condition of approval of any Proposed Construction.

(c) No Attached Patio Home or Attached Townhome may exceed two (2) stories in height in the front without prior unanimous approval of the Review Committee.

(d) All exterior surfaces of any Attached Patio Home or Attached Townhome shall be constructed only of wood covered with vinyl siding at a minimum of .042 inch panel thickness, or such other materials as approved by the Review Committee or a combination of the foregoing materials, and be of a color or colors required by the Review Committee, which colors may not be changed by any Owner.

(e) Each Attached Townhome shall have a garage for one (1) vehicle and the walls of such garage shall be finished in a quality manner.

(f) Each Attached Patio Home shall have a garage for two (2) vehicles and the walls of such garage shall be finished in a quality manner.

(g) No vegetable or herb gardens shall be permitted except within an area five feet (5') from the rear corners of an Attached Patio Home or an Attached Townhome and shall not exceed one hundred (100) square feet in size or be raised or have canopies or other improvements except with the prior written approval of the Review Committee. Flower gardens shall be permitted only within five feet (5') of the foundation in the front, rear or on any side thereof.

(h) A hot tub or spa may be constructed at the rear of an Attached Patio Home or an Attached Townhome but within the Lot lines for personal, non-commercial use by the Owner thereof with the Review Committee's prior approval. The Review Committee may require fencing or screening of such items.

(i) No basketball goals, whether permanent or portable, shall be erected, installed, used, placed or permitted to remain on any Attached Patio Home or Attached Townhome or any part or portion thereof or on or in any related Restricted Common Areas adjacent thereto (i.e. driveways or sidewalks).

(j) No playground equipment may be installed or used on or in any Restricted Common Areas or Common Area adjacent or nearby to any Attached Patio Home or Attached Townhome.

(k) For Attached Patio Homes and Attached Townhomes, no fencing of any type shall be erected or installed on the Common Area or the Restricted Common Areas except fencing between rear patios or decks or as otherwise approved in advance by the Review Committee and all fencing materials, placement, size, height and type must be approved in advance by the Review Committee.

(l) In the event of any conflict between the provisions of this Article 10.6 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.6 shall control.

10.7 Construction Standards Applicable to Villas. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Villa constructed on any Lot shall conform to the following, as applicable:

(a) All Villas shall be erected or located on each Villa Lot as shown on the plat creating the same and any requirements of any City code or regulation. The Review Committee shall approve the orientation of the Villas on the Villa Lots.

(b) The finished floor area of each Villa shall be at least 1,800 square feet of total finished floor area. For purposes of calculating the foregoing minimum, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Villa as a condition of approval of any Proposed Construction.

(c) No Villa may exceed two (2) stories in height in the front without prior unanimous approval of the Review Committee.

(d) All exterior surfaces of any Villa shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood (including wood shingles) or such other materials as approved from time to time by the Review Committee. Vinyl or other siding on any Villa shall not be permitted except with prior Review Committee approval and then only in accordance with such specifications for materials and methods of installation as are established by the Review Committee from time to time. The Review Committee may also approve the use of any combination of the materials listed in this paragraph.

(e) Each Villa shall have a garage for a minimum of one (1) vehicle and the walls of such garage shall be finished in a quality manner.

(f) Vegetable, herb or other gardens not exceeding one hundred (100) square feet in size, located behind the rear corners of the Villa and at least five feet (5') away from the boundary of the Lot are permitted on a Villa Lot. Raised gardens, garden canopies, other garden improvements and gardens in excess of the square footage set forth above may be permitted only with the prior advance written approval of the Review Committee.

(g) No sports court or other similar facility may be constructed on a Villa Lot.

(h) No playground equipment may be installed or used on or in any Villa Lot or Restricted Common Areas or Common Area adjacent or nearby to any Villa.

(i) No fencing of any type shall be erected or installed on any Villa Lot except "invisible pen" fencing (or other fencing approved in advance by the Review Committee which approval it may deny, withhold or condition in its sole discretion) that does not interfere with or damage any sprinkler system component (with any damage being repaired at the Owner's cost).

(j) In the event of any conflict between the provisions of this Article 10.7 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.7 shall control.

10.8 Modification of Standards. In its sole and absolute discretion, the Review Committee may approve exceptions to and variations from any of the foregoing construction standards. Additionally, the Developer reserves the right to modify, amend, alter, change or eliminate any of the provisions of the this Article 10 for any Expansion Property pursuant to a Supplemental Declaration subjecting such Expansion Property to this Declaration.

ARTICLE 11 USE RESTRICTIONS

11.1 General. Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof (which waiver may not be granted if contrary to any specific prohibition set forth herein), the following restrictions are hereby placed on the Property.

11.2 Single Family Residence, Attached Patio Home, Attached Townhome and Villa Use Only.

Except as specifically provided herein, each Single Family Residence, each Attached Patio Home, each Attached Townhome and each Villa shall be used strictly as a single family dwelling unit for a single household of one or more persons. None shall be used as or for a halfway house for alcoholics, drug addicts, prisoners, juvenile delinquents or individuals under court mandated supervision or a group home for unrelated persons with mental, physical or other developmental disabilities or a domestic violence shelter or a nursing home or a daycare facility, all of which are prohibited in the Subdivision unless otherwise required or permitted by the Zoning Ordinance. No business shall be conducted, or carried on, in or from any Lot, Single Family Residence, Attached Patio Home, Attached Townhome or Villa except (a) marketing or sales activities by the Developer, or its agents, and builders authorized to have model homes may be conducted from model homes or sales trailers and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Single Family Residence or Attached Patio Home or Attached Townhome or Villa who are not permanently residing therein and (ii) customers regularly visiting to conduct business. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial or business activity is not compatible with the Subdivision for any reason.

11.3 Prohibited Buildings and Structures. No mobile home or trailer (with or without wheels), basement (without a Single Family Residence, an Attached Patio Home, an Attached Townhome or Villa above it), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time (except that, with respect to Attached Patio Homes and Attached Townhomes, tents used for temporary recreational or social purposes may be erected in the Common Area closest to such Attached Patio Home or Attached Townhome but only with the prior approval of the Review Committee). Storage or utility sheds or barns are not permitted on any Lot.

11.4 Fences. Except as set forth in Articles 10.5, 10.6 and 10.7 above, with respect to Attached Patio Homes, Attached Townhomes and Villas, no fences shall be permitted on any Lot, the Restricted Common Areas or the Common Area (except between decks or patios initially constructed with respect to Attached Patio Homes and Attached Townhomes) without the prior approval of the Review Committee, which approval must be obtained in advance of construction. The construction methods, materials and location of all fences approved by the Review Committee shall harmonize with the external design of the Single Family Residences, Attached Patio Homes and Attached Townhomes in the Subdivision. No wire, chain link, wood, plastic or polymer fences shall be permitted (except for privacy fencing in certain areas which may be wood, plastic or polymer materials as approved in advance by the Review Committee). Under no circumstance shall any fence be permitted in violation of restrictions in the Plat or any ordinance approving the Plat or any other plat affecting the Property. For Single Family Residences: no fences shall be placed in front of the rear wall of the Single Family Residence; fences shall be constructed of wrought iron (or aluminum or steel simulations thereof); shall not exceed five (5) feet in height; and shall not have double gates or gates exceeding five (5) feet in width. The total number and location of gates are subject to prior written Review Committee approval. The Review Committee may require other restrictions for corner Lots based on the orientation of the Single Family Residence on such corner Lot and the yards of adjacent Lots.

11.5 Mailboxes; Mailbox Fee. If mail delivery via centralized boxes in the Common Area is available, no other mailboxes shall be located on the Lots or the Restricted Common Areas. If such centralized mail delivery is unavailable, the Review Committee shall approve the design, appearance and location of all mailboxes erected or located on any Lot or the Restricted Common Areas. The Developer may charge a fee in the sale contract for any Lot to reimburse itself for any costs incurred by it in connection with the installation of centralized mailboxes.

11.6 Antennas and Other Projections. Except as provided herein, no television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothes line, pole (exclusive of permitted basketball goals for Single Family Residences and Villas only) or other unsightly projection shall be visible from the exterior of any Villa, Attached Patio Home, Attached Townhome or Single Family Residence, including any such item attached thereto or located in a yard, the Restricted Common Areas or the Common Area. The Review Committee may, in its sole discretion, approve satellite dishes which are thirty-nine inches (39") or less in diameter or otherwise in size and/or solar panels attached to a Villa, an Attached Patio Home, an Attached Townhome or a Single Family Residence permitted by applicable laws and regulations subject to all conditions which the Review Committee attaches to such approval, including the location and applicable screening of the satellite dish or solar panel, which conditions shall comply with all applicable laws and regulations. To the extent that this restriction may be inconsistent with the

regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

11.7 Flagpoles and Ornamental Light Fixtures for Villas and Single Family Residences Only. A flagpole or an ornamental light fixture may be erected or installed in the front yard of a Single Family Residence or a Villa with the approval of the Review Committee obtained in advance of erection or installation of the same. The location, design, materials and method of installation of such items shall be as approved or established in advance by the Review Committee. Flagpoles and ornamental light fixtures are prohibited in the Restricted Common Areas or on Attached Patio Homes and Attached Townhomes.

11.8 Garages. No garage may be improved for use as living area. All doors of garages of Attached Patio Homes, Attached Townhomes, Villas and Single Family Residences which are visible from the curb shall be kept closed except when removing motor vehicles or other items from, or the cleaning of, such garage.

11.9 Holiday Decorations. Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa on any Lot only during the period beginning thirty (30) days prior to and ending fifteen (15) days after such holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall be only as established or permitted by the Review Committee.

11.10 Septic Tanks. No septic tanks or other individual sewage disposal system may be constructed on any Lot or elsewhere on the Property.

11.11 Storage Tanks. No tank for storage of oil or other product may be maintained in any Attached Patio Home, Attached Townhome, Villa, Single Family Residence, garage or on any Lot, whether above or below the surface of the ground.

11.12 Refuse. No trash receptacles, trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, the Common Area or any of the Restricted Common Areas, except during construction of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa or any addition thereto or remodeling thereof. The storage or burning of trash receptacles, trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day and brought in within twelve (12) hours following scheduled collection.

11.13 Signs; Advertising. Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in or on any Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa or be visible from the interior of any Single Family Residence, Attached Patio Home, Attached Townhome or Villa or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot (or, with respect to an Attached Patio Home Lot or an Attached Townhome Lot, in the Common Area nearest such Lot) being sold or leased. The Developer may erect or place "billboard" type signs related to the Subdivision on any Lot owned by it or on any Common Area or Restricted Common Areas.

11.14 Nuisances. No activity shall be carried on in, on or from any Lot, Single Family Residence, Attached Patio Home, Attached Townhome or Villa which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on or from a Lot, a Single Family Residence, an Attached Patio Home, an Attached Townhome or Villa whether or not the Owner is involved in, or has knowledge of, such activity.

11.15 Animals. At no time shall bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals or animals requiring special permits from the State of Missouri or United States of America be kept at any time in any Single Family Residence, Attached Patio Home, Attached Townhome or Villa or on any Lot or in any Restricted Common Areas or the Common Area. Except as otherwise

prohibited herein, dogs, cats and other household pets (i) may be kept in a Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa (provided such pets are not kept for breeding or other commercial purposes), (ii) are limited to no more than three (3) in total number and (iii) the keeping of such pets does not create any unsanitary condition. Doghouses or similar animal shelters shall be located (a) for an Attached Patio Home and/or an Attached Townhome, on a patio or deck in the back thereof and (b) for a Single Family Residence and a Villa, in the back yard, and, for both, shall only be of such size, design and materials as approved in advance by the Review Committee. Runs, kennels or similar structures shall not be permitted.

11.16 Vehicles. Except as provided below, no boats or motor vehicles, including automobiles, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers, trucks or motorcycles, may be parked, stored or kept on any Lot, Common Area or Restricted Common Areas (including driveways) except in an enclosed garage. However, passenger vehicles (i.e. automobile, van or pickup truck not larger than 3/4 tons) in operable, drivable condition may be parked on a driveway at any time. Any other passenger vehicles, trucks, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing in the Single Family Residence, an Attached Patio Home, an Attached Townhome or a Villa on the Lot may be parked in the driveway or at the curb but for no more than any portion of seven (7) out of fourteen (14) consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street or on any portion of the Common Area or the Restricted Common Areas. All vehicles that are not drivable, whose presence makes an unsightly appearance or create a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Common Area, Restricted Common Areas or at the curb for more than seven (7) consecutive days. No vehicle shall be parked on any driveway in a manner that blocks front sidewalk access across such driveway.

11.17 Occupancy; Repair. No Single Family Residence, Attached Patio Home, Attached Townhome or Villa shall be occupied until it is fully completed, except for exterior painting and minor trim details. In the event of fire, windstorm or other damage, no Single Family Residence, Attached Patio Home, Attached Townhome or Villa shall be permitted to remain in a damaged condition longer than three (3) months.

11.18 Storage of Construction Materials. No building material of any kind or character shall be placed or stored on any Lot, the Common Area or the Restricted Common Areas until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area or Restricted Common Areas approved in advance by the Board of Directors.

11.19 Landscaping Easement. Except as permitted by the Plat and the Review Committee or elsewhere herein, no Improvement or personal property of any Owner shall be located in any buffer strip shown on the Plat or any other plat affecting the Property or in any of the Restricted Common Areas or the Common Area.

11.20 Maintenance of Lawns, Plantings and Street Trees. All lawns, plantings and street trees shall be maintained and kept in good condition as set forth in Article 10.5(k) above. Single Family Residence Owners are responsible for the care, maintenance and/or replacement of street trees at such Owners' cost and expense. They shall consult the City's Parks and Recreation Department's Street Tree Planting Requirements prior to the removal or replacement of street trees. No Single Family Residence Owner shall permit grass to reach a height of six inches (6") or more or otherwise permit such Owner's lawn or plantings to create an unsightly appearance. If a Single Family Residence Owner fails to comply with this restriction, the Association may have such grass cut or otherwise correct such unsightly appearance and all costs thereof shall be assessed against and collected from such Single Family Residence Owner in the same manner as Assessments.

11.21 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or by separate recorded instruments. No structure, except driveways, paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the such utility easement. No structure, planting or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements, (c) obstructs or retards the flow of water through drainage channels or its collection

in detention ponds or basins in the easements. With respect to Attached Patio Homes, Attached Townhomes and Villas, the Association is hereby granted an easement to go on and, if necessary, maintain or replace, any shrubs or other plantings, located on the Lots therefor if the Owners fail to maintain the same and charge such Owner for the costs thereof.

11.22 No Subdividing. No Single Family Residence Lot, Attached Patio Home Lot, Attached Townhome Lot or Villa Lot may be subdivided without the prior approval of the Board of Directors.

11.23 No Mining Activities. No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind. The prohibitions of this Article 11.23 may not, under any circumstances, be waived or amended by the Review Committee, the Board of Directors, the Owners or Members.

11.24 No Hunting, Firearms or Archery Use Permitted. No hunting or use of air rifles, air pistols, firearms, bows, arrows or other archery equipment, spears, blowguns or similar devices shall be permitted or conducted by any Owner, or by any Owner's guests, tenants or invitees, at any time on any Lot or any other portion of the Subdivision or the Property, including the Common Area and the Restricted Common Areas.

11.25 Special Uses of Common Areas. With the prior written approval of the Board of Directors obtained in each instance, the Association may permit an Owner to use one or more portions of the Common Areas or the Subdivision's amenities for personal matters (e.g. teaching swimming or tennis lessons, personal fitness or other training or events). The Board may condition its approval on such requirements as it may deem necessary or desirable in its sole discretion.

ARTICLE 12

DEDICATION AND USE OF STREETS, COMMON AREA AND RESTRICTED COMMON AREAS

12.1 Streets. The Streets are shown on the Plat. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse any Street. All Streets have been dedicated to the City, are under its control and no work is permitted thereon without prior approval of the City.

12.2 Common Area and Restricted Common Areas. The Developer hereby dedicates the Common Area and the Restricted Common Areas to the Association. The Developer will convey to the Association, by special warranty deed, the Common Area and the Restricted Common Areas in their then present condition, upon the later of the date hereof and completion of the initial construction of any facilities or Improvements on any Common Area or Restricted Common Areas. Thereafter, the Developer shall have no further responsibility or obligation of any kind with respect to such Common Area or Restricted Common Areas. The Common Area and the Restricted Common Areas shall be used only for their intended purposes. Private open areas, areas for monuments or similar structures and any detention facility areas are shown on the Plat and limited to such uses and are not an extension of any Lot.

12.3 Maintenance of Common Area and Restricted Common Areas. Except as otherwise specifically provided herein (including Articles 8.5 and 8.8 above), the Association shall maintain, manage, operate, replace, repair and improve all Common Area and Restricted Common Areas, including all Improvements thereon. Any Owner damaging or abusing the Common Area or the Restricted Common Areas shall be responsible to the Association for all costs and expenses incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street including, without limitation, street lights and sidewalks, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager or third parties to carry out all activities permitted by this Article 12.3.

**ARTICLE 13
EXPANSION OR REDUCTION OF PROPERTY**

13.1 Reservation of Right to Expand. By amendment or supplement to this Declaration, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and other property that has not yet been subdivided or platted (collectively, the "Expansion Property").

13.2 Declaration Operative to Expansion Property. The addition of Expansion Property shall be done by the Developer filing one or more Supplemental Declarations of record in the Office of the Recorder of Deeds for the applicable county or counties in Missouri in which such Expansion Property is located. Such Supplemental Declaration shall describe the Expansion Property, together with any covenants, conditions, restrictions and easements particular thereto. Expansion Property may be added in stages by successive supplements or in one (1) supplemental expansion. The Expansion Property shall be subject to all of the terms and conditions of this Declaration.

13.3 Expansion of Definitions. If the Property included in the Subdivision is expanded as provided in this Article 13, all definitions used in this Declaration shall be automatically expanded to include such additional property. For example, "Lot" shall mean the Lots described in the Plat plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental plats, and "Declaration" shall mean this Declaration as supplemented.

13.4 Reservation of Right to Remove. By amendment or supplement to this Declaration, the Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Declaration any portion of the Property which the Developer has not sold or conveyed, whether platted or unplatted (the "Removed Property"). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

**ARTICLE 14
PROPERTY RIGHTS OF OWNERS**

14.1 Owner's Easement of Enjoyment. Subject to the other terms of this Declaration, every Owner has a non-exclusive right in and easement of enjoyment of the Common Area (exclusive of areas set aside as the Restricted Common Areas). Such easement shall be appurtenant to, and pass with, title to every Lot.

14.2 Recorded Easements. The Property shall be subject to all easements as shown on any recorded Plat affecting the Property and to all other easements of record, or of use, as of the date this Declaration is recorded or as subsequently granted by the Association over or through the Common Area.

14.3 Developer's Rights Incident to Construction and Enforcement of Declaration. The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Area and the Restricted Common Areas, together with the right to store materials on the Common Area and the Restricted Common Areas, and to make such other use of the Common Area and the Restricted Common Areas as is reasonably necessary or incident to the construction of Single Family Residences, Attached Patio Homes, Attached Townhomes and Villas on the Lots or other Improvements on the Property or other real property owned by the Developer or to permit enforcement of the provisions of this Declaration. The Developer may not exercise the foregoing rights in a way which unreasonably interferes with the occupancy, use, enjoyment or access to the Lots or the Subdivision by the Owners.

14.4 Reservation of Easements, Exceptions and Exclusions. The Developer reserves and hereby grants to the Association the concurrent right to establish, from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Area and Restricted Common Areas, for any purpose including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.

14.5 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their respective duties.

14.6 View. No Single Family Residence Owner, Attached Patio Home Owner, Attached Townhome Owner or Villa Owner has any right to an unobstructed view beyond the boundaries of such Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, planting material or other item on or in any other part of the Subdivision, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from the affected Lot.

14.7 Delegation of Use. Any Single Family Residence Owner, Attached Patio Home Owner, Attached Townhome Owner or Villa Owner may, in accordance with and subject to the limitations of the Association Documents, delegate such Owner's right of enjoyment to the Common Area to the members of the Owner's family, guests, tenants and invitees.

ARTICLE 15 INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

15.1 Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Single Family Residence, the Attached Patio Home, the Attached Townhome or the Villa and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance or other conveyance, respectively, of the entire Lot, including all easements, licenses and all other appurtenant rights (including, with respect to Attached Patio Homes Lots and Attached Townhome Lots, rights to the Restricted Common Areas and Improvements therein related thereto) created by law or by this Declaration.

15.2 No Partition. The Common Area and the Restricted Common Areas shall be owned by the Association and no Owner, group of Owners or the Association shall bring any action for partition or division of the Common Area or the Restricted Common Areas.

15.3 Limited Property Rentals. A Single Family Residence, an Attached Patio Home, an Attached Townhome and a Villa may be used for permanent or temporary occupancy by the Owner and the Owner's family, servants, agents, guests, invitees and tenants. Such Owner may rent the same for a term of one (1) year or more, subject to all the terms hereof, including those prohibiting the use thereof for commercial purposes. Rentals for periods of time less than one (1) year are not permitted. The lease or rental agreement must specifically require the tenant to comply with all the provisions of this Declaration and the Owner shall provide a copy (which must identify the tenant and contain such tenant's contact information) to the Association.

ARTICLE 16 DURATION OF DECLARATION; AMENDMENT

16.1 Term. The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2044, after which time they shall be automatically extended for successive periods of ten (10) years each.

16.2 Amendment. Except as otherwise provided herein, at all times prior to the Turnover Date, this Declaration may be amended, altered or modified by a Supplemental Declaration signed only by the Developer and, after the Turnover Date, signed by the Class A, Class B, Class C and Class E Members holding a majority of votes possible to be cast under this Declaration and the Developer if it then owns any Lots. Except as otherwise provided herein, at all other times, this Declaration may be amended by a Supplemental Declaration by an instrument signed by the Class A, Class B, Class C and Class E Members holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Declaration. Proper approval of all amendments may be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that the signature of the Developer or, if required, the signatures of a sufficient number of Class A, Class B, Class C and Class E Members approving the amendment, are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds

for the appropriate county in Missouri for the land affected by such amendment which may be Clay, Platte or both. Such amendments may amend, alter or modify the terms of this Declaration as it affects all existing Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa lots, including terms which impose additional covenants, conditions, restrictions and easements on such Lots. Any amendment that affects less than all existing Single Family Residence Lots, Attached Patio Home Lots, Attached Townhome Lots or Villa Lots in the Subdivision shall be effective only as to those such Lots where the Owners thereof agree to such amendment.

16.3 Revocation; Termination. This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes of the Class A, Class B, Class C and Class E Members possible to be cast under this Declaration and the approval of the Developer at all times prior to the Turnover Date or while it owns any Lot. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Article 16.2 for amendments hereof.

16.4 Amendments Requiring City Consent. Notwithstanding any other provision herein, no modification, alteration or amendment of this Declaration which conflicts with (a) any Plat, (b) any agreements entered into by the Developer and the City concerning the Subdivision, or (c) any City ordinance or code, may be made or become effective without the prior written consent of the City.

ARTICLE 17 GENERAL PROVISIONS

17.1 Enforcement. Except as otherwise provided herein, the Association or the Board of Directors, the Developer and every Owner of a Single Family Residence Lot, an Attached Patio Home Lot, an Attached Townhome Lot or a Villa Lot has the right and power to enforce, by a proceeding at law or in equity, all conditions, covenants, restrictions and easements set forth in this Declaration. Failure of the Association or the Board of Directors, the Developer or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at a subsequent time. Any person successfully enforcing any terms of this Declaration shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced.

17.2 Severability. If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Declaration and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.3 Rule Against Perpetuities. Notwithstanding anything in this Declaration to the contrary, the creation of all interests under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince William, Duke of Cambridge, plus twenty-one (21) years.

17.4 Conflicts Between Documents. If this Declaration conflicts, in any way, with the Articles or Bylaws, this Declaration shall control.

17.5 Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder Deeds of Clay and Platte Counties, Missouri, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Article 17.5.

17.6 Release of Liability. None of the Developer, the Association, the Board of Directors or the members of the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any Owner, Member or other person for any discretionary action taken or not taken under the terms hereof including, without limitation, approval, disapproval or failure to approve of any application or enforcement or non-enforcement of the terms hereof.

17.7 Indemnification. To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Board and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Board) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association (or, in the case of the Developer, by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Board) whether or not he or she is a director, an officer or a member of the Review Board, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Board or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his, her or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise. Appropriate contractual liability insurance shall be obtained pursuant to Article 4 above to cover any liability exposure by virtue of the foregoing indemnification.

17.8 Recordation – Multiple Counties. The Property covered by the Plat as described in Recital A on page 1 of this Declaration is located in Clay County, Missouri, and this Declaration will be recorded in the Office of the Recorder of Deeds for such county. Subsequent phases of the Subdivision may include real property located in Platte County, Missouri. Supplemental Declarations subjecting Expansion Property to the provisions of this Declaration may be recorded in either or both of such counties as applicable (and this Declaration may be recorded in Platte County in connection with a Supplemental Declaration affecting property in such county).

ARTICLE 18 CADENCE – FIRST PLAT COVENANTS

18.1 Association's Maintenance of Tracts C and D as Private Open Space. Tracts C and D of the Plat have been reserved as private open space and, at its cost, the Association shall maintain the same as private open space. Such costs shall be Common Expenses.

18.2 Association's Maintenance of Detention Tracts and Detention Facilities. Tracts A and E of the Plat (the "Detention Tracts") have been reserved for storm water detention and the Association has entered into or may enter into a Covenant to Maintain Storm Water Facilities (Cadence – First Plat) with the City pursuant to which the Association, at its cost, agrees to maintain, repair and replace, when and as necessary, storm water detention facilities constructed on, in or as part of the Detention Tracts by the Developer. The improvements that the Developer intends and proposes in connection with the Plat warrant storm water control and will be serviced by and utilize the detention facilities of, on and in the Detention Tracts. The Association is authorized to and shall enter into with the City, if required by the City, the Plat storm water covenant, any amendments thereto, any best management practices agreement or any new agreements affecting or pertaining to storm water detention for the Plat. If the City requires the Developer to execute any such covenants or agreements, the Developer assigns all duties, obligations and rights thereunder (except duties of initial construction or installation) to the Association which assumes responsibility for subsequent repair, maintenance and replacement costs. Such costs shall be Common Expenses.

18.3 Association Maintenance of Amenity Center. Tract B of the Plat is and has been reserved for an amenity center which may include a swimming pool, bathhouse and monument. The Developer will construct and furnish the amenity center and provide any parking and landscaping related thereto. Once such construction is completed, the Association thereafter shall maintain the amenity center and its environs in good repair and safe condition and shall provide liability and casualty and property insurance covering the same as permitted by Article 4.1(b). All such maintenance, repair and insurance costs shall be Common Expenses.

18.4 Fencing Restrictions on Certain Lots. Fences on Lots 1 through and including 7, 19, 20, 38, 39, 48 through and including 54, and 58 through and including 63 of the Plat may not exceed four (4) feet in height and

otherwise shall comply with the requirements in Article 11.4 including, without limitation, its requirements on materials, gates, location and obtaining prior written approval of the Review Committee prior to construction or installation.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By: F. Brenner Holland, Jr.
F. Brenner Holland, Jr., Senior Vice President

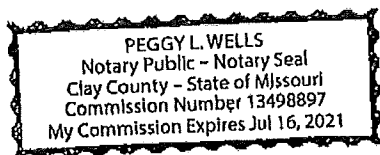
ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 19th day of February, 2020, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr. who, being by me first duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the same on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

Peggy L. Wells
Signature of Notary Public
Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:



BK 1370 PG 216

Exhibit A

Legal Description of Property

Legal Description:

Lots 1 through and including 63, and Tracts A, B, C, D and E, CADENCE -- FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Legal Description Prior to Platting:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Northeast corner of said Southwest Quarter; thence South 00°17'16" West, along the East line of said Southwest Quarter, 56.50 feet to a point on the South right-of-way line of NW 108th Street, as now established, said point also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°17'16" West along said East line, 648.05 feet; thence South 68°43'55" West, 130.85 feet; thence North 66°06'20" West, 30.00 feet; thence Westerly, along a curve to the right, having an initial tangent bearing of South 23°53'40" West with a radius of 50.00 feet, a central angle of 89°40'31" and an arc distance of 78.26 feet; thence South 23°34'11" West, 30.00 feet; thence South 68°43'55" West, 841.50 feet; thence North 52°27'53" West, 440.03 feet; thence North 39°59'36" West, 265.78 feet; thence South 51°02'19" West, 180.49 feet; thence South 63°54'29" West, 50.14 feet; thence North 89°50'18" West, 48.65 feet to a point on the West line of the Fractional Southwest Quarter in said Clay County, Missouri; thence North 00°09'42" East, along said West line, 44.17 feet; thence North 47°56'11" East, 220.57 feet; thence North 13°08'22" West, 441.95 feet; thence North 00°06'07" East, 86.06 feet to a point on said South right-of-way line; thence South 89°53'53" East, along said South right-of-way line, 1,092.79 feet; thence Southeasterly, continuing along said South right-of-way line, on a curve to the right, being tangent to the last described course with a radius of 35.00 feet, a central angle of 90°13'06" and an arc distance of 55.11 feet; thence North 89°53'01" East, continuing along said South right-of-way line, 70.00 feet; thence Northeasterly, continuing along said South right-of-way line, on a curve to the right, having an initial tangent bearing of North 00°19'13" East with a radius of 35.00 feet, a central angle of 89°46'54" and an arc distance of 54.84 feet; thence South 89°53'53" East, continuing along said South right-of-way line, 471.94 feet to the Point of Beginning. Containing 1,372,470 square feet or 31.50 acres, more or less.

Note: The above-described Property has been platted. The recording information identifying such Plat is shown in Recital A of the Declaration to which this Exhibit A is attached.



Recording Date/Time: 02/07/2022 at 03:49:09 PM

Instr #: 2022004470

Book: 9298 Page: 164

Type: REST

Pages: 8

Fee: \$45.00 S 20220003964



Katee Porter
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Second Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence
Document Date: December 14, 2021
Grantor Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: Hunt Midwest Real Estate Development, Inc.
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161
Legal Descriptions: See Exhibit B attached
Reference Book and Page: Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, Document No. 2020017531, Book 8692, Page 172

SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE

THIS SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Supplemental Declaration") is made and executed as of December 14, 2021, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On April 17, 2020, Developer executed that certain subdivision plat entitled "CADENCE – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration, defined below), and platting the same into certain Lots, Tracts, Common Areas, Restricted Common Areas, streets, roadways, private open space and other areas shown and marked on the First Plat as identified therein and in the Declaration defined below (collectively, the "Property" or the "Cadence Property"), which First Plat was approved on June 5, 2018, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on June 1, 2020, under Document No. 20200017530, in Cabinet I, at Sleeve 102.1 in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty (the "Recorder's Office").

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020, which was recorded on June

1, 2020, under Document No. 2020017531, in Book 8692, at Page 172, in the Recorder's Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Cadence Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to its right to do so therein contained, the Developer has amended, supplemented and modified the Declaration pursuant to those certain Supplements thereto identified on **EXHIBIT A** attached to this Supplemental Declaration (each a "Supplement" or "Supplemental Declaration" further identified by number as shown on **EXHIBIT A**);

D. Pursuant to Section 13.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

E. On 1-5, 202~~1~~, Developer executed that certain subdivision plat entitled "CADENCE - SECOND PLAT" (the "Cadence Second Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT B** attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon and as identified on **EXHIBIT C** attached to this Supplemental Declaration (the "Second Expansion Property"), which Cadence Second Plat was approved on February 2, 2021, by the City Council of the City, and was recorded on February 7, 202~~1~~, under Document No. ~~2021~~ 2022 004469, in Cabinet 1, at Sleeve 16.1, in the Recorder's Office.

F. Developer presently owns all of the Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Cadence Second Plat.

G. Developer desires to exercise its right to expand the Property to include the additional Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Second Expansion Property and to subject the Second Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

H. Pursuant to Section 16.2 of the Declaration, the Developer retained the right at any time prior to the Turnover Date (which has not yet occurred) to amend, alter or modify the Declaration. The Developer desires to do so in connection with the "Cadence Second Plat" and "Cadence Second Plat Lots" which are added to the Property as set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. **Exercise of Right to Expand.** Developer hereby exercises its unilateral right to expand the Property to include the additional Lots (i.e., Cadence Second Plat Lots), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the First Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Cadence Second Plat and this Supplemental Declaration of record in the Recorder's Office. Recording of the Cadence Second Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the Second Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Cadence Second Plat, and this Supplemental Declaration to include the Second Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in the Plat described in the Declaration, all subsequent Plats and the Cadence Second Plat Lots in the Cadence Second Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Tracts, Common Areas and Restricted Common Areas.** The new Cadence Second Plat Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Second Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Cadence Second Plat and this Supplemental Declaration in the Recorder's Office.

5. **Use and Maintenance of Any Private Open Space, Storm Water Detention Tract and Common Areas.** Any private open space, storm water detention tract or other Common Areas shown on or in the Cadence Second Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, storm water detention tract or Common Areas or any combination thereof, as applicable.

6. **Ratification of Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Property and any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

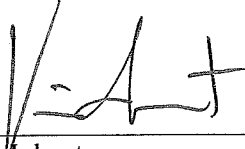
[Signature Page Follows]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officer as of the day and year first above written.

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

By:


Vincent T. Johnston
Vice President and Chief Financial Officer

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 14th day of December, 2021, before me, the undersigned Notary Public in and for said County and State, personally appeared Vincent T. Johnston, who, being by me first duly sworn, did say that he is a Vice President and Chief Financial Officer of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.


Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:

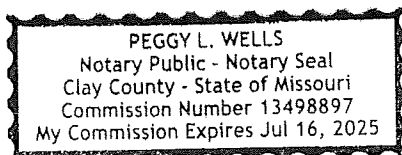


EXHIBIT A
TO
SECOND SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE

Previous Supplements to Declaration

<u>DATE EXECUTED/ DATE RECORDED</u>	<u>DOCUMENT NUMBER/ RECORDING INFORMATION</u>	<u>SUPPLEMENT #</u>	<u>INFORMATION</u>
02-19-20/06-01-20	2020017531; Book 8692/Page 172 (Clay Co.)	Original Declaration	Full CC&R Document – Cadence - First Plat
08-31-21/10-26-21	2021046335; Book 9214/Page 133 (Clay Co.)	First	Expands Property – Cadence Villas – First Plat
08-31-21/10-27-21	2021020390; Book 1367/Page 642 (Platte Co.)	First	Expands Property – Cadence Villas – First Plat
12-07-21/12-08-21	2021022983; Book 1370/Page 216 (Platte Co.)	First	Corrective Amendment to attach a copy of the Full CC&R Document

EXHIBIT B
TO
SECOND SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE

Legal Description of Second Expansion Property Prior to Platting:

A tract of land in the Southwest Quarter of Section 27 and Northwest Quarter of Section 34, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northeast corner of said Southwest Quarter; thence South 00°17'16" West, on the East line of said Southwest Quarter, 704.55 feet to the Southeast corner of CADENCE - FIRST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020017530 in Book I at Page 102.1 in the Clay County Recorder of Deeds Office, also being a point on the West line of HOLLY FARMS - 1ST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020038590 in Book I at Page 114.4 in said Clay County Recorder of Deeds Office, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°17'16" West on said East line, also along said West line and its Southerly extension 1,943.06 feet to the Southeast corner of said Southwest Quarter, also being the Northeast corner of said Northwest Quarter; thence South 00°33'26" West, on the East line of said Northwest Quarter, 142.12 feet; thence leaving said East line, North 89°42'44" West, 199.33 feet; thence North 00°17'16" East, 80.18 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 89°42'44" West, 66.24 feet; thence North 00°17'16" East, 255.90 feet; thence North 64°06'18" West, 107.53 feet; thence North 17°49'56" West, 214.30 feet; thence South 82°29'49" West, 50.74 feet; thence North 07°30'11" West, 305.02 feet; thence North 16°14'09" West, 163.32 feet; thence North 27°50'08" West, 190.84 feet; thence North 31°44'41" West, 223.28 feet; thence North 51°57'50" West, 173.70 feet; thence North 23°37'45" West, 187.34 feet to a point on the Southerly line of said CADENCE - FIRST PLAT; thence North 68°43'55" East, along said Southerly line, 836.49 feet; thence North 23°34'11" East, along said Southerly line, 30.00 feet; thence Easterly, along said Southerly line, along a curve to the left having an initial tangent bearing of South 66°25'49" East with a radius of 50.00 feet, a central angle of 89°40'31" and an arc distance of 78.26 feet; thence South 66°06'20" East, along said Southerly, 30.00 feet; thence North 68°43'55" East, along said Southerly line, 130.85 feet to the Point of Beginning. Containing 1,132,270 square feet or 25.99 acres, more or less.

**EXHIBIT C
TO
SECOND SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

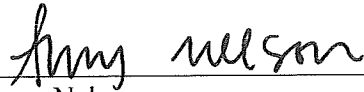
Description of Lots Contained in the Cadence Second Plat

Lots 64 through and including 113, and Tracts G and F, CADENCE – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri.

**CERTIFICATE OF SECRETARY
OF
THE CADENCE HOME OWNERS ASSOCIATION**

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary/Treasurer of the Cadence Home Owners Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the Declaration of Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020 (the "Declaration"), is the sole Class B Member of The Cadence Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 14 day of December, 2021.



Amy Nelson