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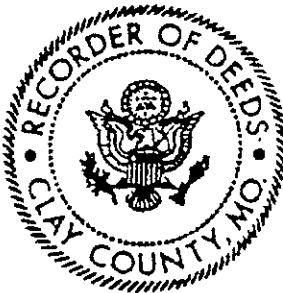
BOOK# 4163 PAGE# 566
ROBERT T. SEVIER
RECORDER OF DEEDS
by Jessica Zano
Deputy

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RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

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and this certificate has been added to your document in compliance
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Robert T. Sevier
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND DISCLOSURES FOR STALEY FARMS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR STALEY FARMS ("Declaration") is made as of the 30TH day of MAY, 2003, by Intell Staley Farms LLC, a Missouri limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Clay County, Missouri, plats of the Subdivision (as hereafter defined) known as "Staley Farms";

WHEREAS, Developer, as the present owner and developer of the Lots within a tract of land legally described in Exhibit "A", attached hereto, desires to place certain restrictions on such Lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Association" means the Staley Farms Homeowners' Association, a Missouri not-for-profit corporation, (or such other corporate name as Developer shall select) its successors and assigns.

(b) "Association Declaration" means the Staley Farms Area Homeowners' Association Declaration.

(c) "Association DRC" shall mean and refer to the Design Committee responsible for all matters pertaining to fences, certain drainage matters, and for construction and modifications of Structures following completion of the initial residence and related improvements on Lots, all as referenced in Section 15 hereof, together with other responsibilities as provided elsewhere herein.

(d) "Board" means the Board of Directors of the Association.

(e) "City" means the City of Kansas City, Missouri.

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(f) "Common Areas" means: (i) the Reserves; (ii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Association, at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision; (iii) all platted and other landscape easements that may be granted to the Developer and/or the Association, for the use, benefit and enjoyment of all Owners within the Subdivision, whether or not such easements are in the Subdivision; (iv) all recreational areas, including the community center, swimming pool, tennis courts and playground and related improvements located on land which constitutes Common Areas; and (v) all other similar areas and places, together with all improvements thereon and thereto, expressly intended for the use, benefit or enjoyment of which is intended for all of the Owners within the Subdivision, whether or not "Common Areas" are located on any Lot. **The Golf Course and related amenities, including the clubhouse, are not part of the Common Areas or the Subdivision.**

(g) "Developer" means Intell Staley Farms, L.L.C., a Missouri limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term "Developer" as used herein shall thereafter refer to both the Developer and all successor Developers unless the context clearly means otherwise.

(h) "DRC" means the Association DRC and/or the New Construction DRC, as applicable, according to the context.

(i) "Golf Course" means the golf course known as the "Staley Farms Golf Club" to be constructed, owned and/or operated by third parties adjacent to the Subdivision.

(j) "Guidelines" means the Design Review Guidelines established and amended from time to time by the Developer or, after Developer has transferred its rights to designate the members of the New Construction DRC as referenced in Section 15(b)(i), the Board. The Guidelines may apply to groupings or plats of Lots as determined by the Developer or Board, as applied in its sole discretion.

(k) "Lot" means any lot as shown as a separate lot on the Plat of all or part of the Subdivision, excluding, however, any Lot which is expressly designated as part of the Common Areas. If an Owner, other than the Developer, owns adjacent Lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of annual and special assessments and other payments due hereunder shall be paid by such Owner for each whole Lot as provided herein and shall be paid as to any partial Lot(s) on a proportionate basis, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."

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(l) "New Construction DRC" shall mean and refer to the Design Committee responsible for all matters pertaining to the construction of the initial residence and related improvements as referenced in Section 15 thereof, together with other responsibilities as provided elsewhere herein.

(m) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include all the purchasers under a contract for deed who are in possession of a Lot and exclude contract sellers who are not in possession of a Lot.

(n) "Plat" means the "Staley Farms - Fifth Plat" and "Staley Farms Clubhouse", both subdivisions in Kansas City, Clay County, Missouri.

(o) "Recording Office" means the office of Recorder of Deeds of Clay County, Missouri.

(p) "Reserves" means the open green space areas designated as Tracts "A", "B", "C", "D", "E", "F", "G" and "H" in Staley Farms Fifth Plat and Tract "C" in Staley Farms Clubhouse, and all additional areas which may be made subject to this declaration in the manner provided herein.

(q) "Structure" means any structure erected or maintained on a Lot, and shall include, without limitation, any residence and appurtenant improvements, any deck, gazebo, greenhouse, doghouse, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal (permitted in rear of yard only), flag pole, mailbox and related structure, swingset, trampoline, sand box, playhouse, treehouse, jungle gym, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard décor and any change to the topography of the Lot.

(r) "Subdivision" means collectively all of the above-described Lots in the Plat, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, villa, or townhome used for private residential purposes as specified in the Guidelines. No trailer, outbuilding or Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer, or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer, from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes until the last Lot in the Subdivision is sold and the last residence is constructed in the Subdivision.

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3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto constructed or installed on any Lot shall be of stucco, brick, stone, wood shingles, masonite or wood lap siding, plate glass, glass blocks, or any combination thereof. Developer reserves the right to approve all other materials. Except as specifically approved in writing by the DRC, no exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, four feet by eight feet panels. All windows shall be constructed of glass, wood, fiberglass, vinyl or vinyl clad, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, fiberglass, vinyl or vinyl, colored metal (other than silver) and glass, or any combination thereof. Each residence shall, unless otherwise approved by the DRC, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. Roofs shall be covered with an "Approved Composite" 40 year asphalt shingle, weathered wood blend in color, or such other material that the DRC shall approve. No flat roof shall be permitted except with the written permission of the DRC. The Guidelines may establish in writing a list of the specific types, colors and other aesthetic factors of the materials to be used for composite, slate, tile, clay and concrete roofs within the Subdivision (whether as part of new construction or reroofing). The Guidelines may generally specify the characteristics of the permitted roofing materials and/or specifically approve certain products by manufacturer name and product name, color, etc. The DRC shall have the right to establish and to alter the Guidelines (by addition or deletion) from time to time in its discretion. No supplemental recording shall be required for the Guidelines to be effective.

Notwithstanding the foregoing provisions of this subsection (a), requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the DRC in its absolute discretion, shall be acceptable upon written approval by the DRC in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the DRC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, stucco and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) or stain. All exterior basement foundations and walls, which are exposed in excess of 12 inches above final grade, shall be painted the same color as the residence or covered with siding compatible with the structure.

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(c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence without specific approval of the DRC.

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue, and all fireplace flues shall be capped with a black or color-conforming metal rain cap.

(e) Except as otherwise permitted by the Association DRC in writing, all residences shall have a house number plate in the style(s) approved by the Association DRC, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the Association DRC.

(f) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

(g) All residences shall have at least a two-car garage. No carports are permitted.

4. Minimum Floor Area. The Developer shall specify in the Guidelines the minimum required square footage of finished floor area for each residence to be on each Lot. Finished floor area shall exclude any finished attics, garages, basements (including lower level of a so-called reverse one and one-half story) and similar habitable areas. The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

5. Approval of Plans; Post-Construction Changes; Grading.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above and except as provided elsewhere herein, no Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme have been submitted to and approved in writing by the New Construction DRC. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the New Construction DRC, as the case may be. All building plans and plot plans shall be designed to minimize the removal of existing trees.

(b) Following the completion of construction of any Structure, no significant landscaping change (including one which affects drainage from the Lot), significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Association DRC. All replacements of all or any portion of a completed structure

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because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Association DRC.

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City. From and after the date of commencement of construction of improvements on a Lot, the Owner of such Lot shall cause such Lot to be graded so as to comply strictly with the grading plans. Attached hereto as Exhibit "B" is an Example of Lot Drainage Requirements which illustrates drainage requirements applicable to typical residential lots (including those on which view out and walk out basements are constructed) and the location of grading and drainage pins at the rear lot lines to establish that the minimum required grading levels for the rear yard are in place. No landscaping, berms, fences or other structures shall be installed or maintained that impedes the flow of surface water. Fences shall be at least four inches ("4") above ground level. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading plan for any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Association DRC and the Developer shall have no liability or responsibility to any contractor, Owner or other party for the failure of a contractor or Owner to final grade or maintain any Lot in accordance with the master grading plan. The Developer and/or the Association DRC or persons designated by any of them shall have the right to enter upon any Lot upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans. A determination by the Association DRC concerning whether or not a Lot is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and; provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the Association DRC under this subsection upon the specific request of any Owner and, in the event Developer so overrides a specific decision of the Association DRC, any subsequent reference in this subsection to the Association DRC shall refer to the Developer in lieu of the Association DRC as to the specific decision in question. In the event at any time the Association DRC determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the Association DRC shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If fifteen (15) days after the notice of such violation, or such additional time as may be specified by the Association DRC, the Owner of such Lot shall have not have taken reasonable steps to correct the same, the Association DRC shall have the right, through its agents and contractors, to enter the Lot and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such compliance and pay the Association a fee equal to 20 percent of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Board may thereafter establish a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in the Association Declaration. Developer recommends that any time a Lot is surveyed for the Owner,

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whether in connection with mortgage financing or otherwise, that the surveyor verify that the grading and drainage pins located in the rear of the Lot are at the elevations required by the master drainage plan referred to above. It shall not be Developer's obligation to enforce compliance with the master grading and drainage plans

6. Set Backs. No residence, or any part thereof (exclusive of stoops, balconies, bay, and other windows, eaves, chimneys and other similar projections), or Structure, or any part thereof, shall be nearer the street line or the rear boundary Lot line than the building set back lines shown on the Plat for such Lot; provided, however, that the New Construction DRC shall have the right to decrease, from time to time and in its absolute discretion, the set back lines for a specific Lot, to the extent they are greater than the minimum set backs required by the City, by filing an appropriate instrument in writing at the Recording Office. Side yard set back distances shall be established by the Guidelines and such Owner shall strictly comply therewith.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence and related appurtenances, on a Lot shall be commenced within 60 days following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within 12 months after such construction commencement. In the event such construction is not commenced within such 60 day period (or written extension thereof, if any, signed by Developer), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at 95% of the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Structures.

(a) Except as otherwise provided herein, no Structure shall be erected upon, moved into or maintained upon any Lot except: (i) strictly in accordance with and pursuant to the prior written approval of the applicable DRC as provided in Section 15 hereof as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme; and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the DRC shall not be required for: (A) any Structure erected by or at the request of the Developer; or (B) any Structure that has been specifically approved by the Developer or the appropriate DRC prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer or the DRC, and has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Structures, and the appropriate DRC, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Structure notwithstanding such otherwise compliance.

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(b) (i) Perimeter fencing of the Lots is discouraged, but may be allowed by the Association DRC, in its discretion, on a Lot-by-Lot basis; provided no perimeter fencing may be placed on a Lot which is in whole or in part adjacent to the Golf Course. All fences shall be constructed only of wrought-iron (or similar) materials in the specific style(s) and color(s) approved by the Association DRC. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. No chain link or similar fence shall be permitted. No fence may be installed in any platted landscape easement. Unless and until otherwise specifically approved in writing by the Association DRC, (A) no fence, boundary wall or privacy screen shall exceed four feet in height, except fences installed immediately adjacent to swimming pools and hot tubs (B) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Association DRC) of the residence, (C) no wood fence may be used as a perimeter fence around the Lot, (D) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools and hot tubs, (E) all perimeter fences must be joined to or abutting any previously existing fences on adjacent Lots, (F) all fences shall be stair-stepped to follow the grade of the Lot.

(ii) Except where specifically authorized by the Association DRC in writing, all recreational or play structures shall be made of materials approved in writing by the Association DRC and shall be located behind the rear corners (as determined by the Association DRC) of the residence. No jungle gym or other play structure shall be located within 20 feet of the Golf Course boundary.

(iii) No aboveground-type swimming pools shall be permitted. All swimming pools shall be fenced, and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(iv) No Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

(v) Front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.

(vi) In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the appropriate DRC.

(vii) All basketball goals shall be either white or glass and shall be placed or installed only in the rear yard, unless otherwise approved by the Association DRC. No "home-made" basketball backboards or supports shall be permitted. All basketball goals and supports shall be first approved by the

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Association DRC. All recreation and play equipment shall be located in the rear of the Lot including basketball goals.

(viii) No storage sheds may be constructed.

(ix) No dog runs shall be constructed or maintained.

(x) Any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type shall be deemed a Structure that is subject hereto.

(xi) No window shall contain any reflective material such as aluminum foil.

(xii) Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot; provided that the same shall not exceed one story in height and are allowed by applicable building codes.

(xiii) All firewood stacks in excess of two cords of wood shall be screened from view from neighboring Lots.

(xiv) All forms of sculpture or "yard art" must first be approved by the Association DRC prior to installation.

(xv) Each residence shall include an add on heat pump as specified in the Guidelines.

(xvi) All dwellings built on any Lot shall meet or exceed the inside minimum grade 1 requirements of the Residential Telecommunications Cabling Standard, ANSI/TIA/EIA-570-A (or current standard), for low voltage wiring.

(c) No fence, boundary wall or other Structure installed by or for the Developer or Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Developer, or following the date Developer transfers its rights under Section 15(b)(i) to the Board, then the Board.

(d) The Developer, New Construction DRC and Association DRC may establish design guidelines and supplement, revise and modify the same from time to time.

9. Buildings or Uses Other Than for Residential Purposes; Maintenance; Noxious Activities; Miscellaneous Restrictions. Except as otherwise specified in this Declaration or as authorized herein or by the Declarant or the Board,

(a) Home occupations may be conducted within a residence or appurtenant Structure on any Lot so long as such activity (i) does not violate applicable laws, ordinances or codes; (ii) does not include the employment of any additional person or

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persons in performance of such activities; (iii) such business activity does not include noise, odors, lighting or otherwise annoy or potentially annoy persons residing in the vicinity thereof as determined by the Board in its sole discretion; and (iv) does not result in substantial traffic (that is, except in certain circumstances otherwise determined by the Board to be appropriate to the applicable parking limitations, no more than four vehicles shall be parked at the residence by visitors at any one time).

(b) Each Owner (other than Developer; provided it shall cause all Lots owned by it to be mowed periodically) shall keep all Lots owned by it, and all improvements therein or thereon, in good order, repair and condition, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Subdivision and in compliance with all decisions of the DRC, the Developer or the Board as provided elsewhere herein, including, but not limited to, decisions of the DRC under Section 15 hereof. If, in the opinion of the Board, any Owner fails to perform the duties imposed by the preceding sentence, the Board, after approval by at least a two-thirds of the Board members, and after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements, and the cost thereof, together with a fee in the amount of 20% of such amount thereof, shall be a binding personal obligation of such Owner, and the Association may establish a special assessment on such Lot for the such aggregate amount. Each residence shall be repainted by the Owner every four years (or less as needed). Any exterior color change must be approved in advance in accordance with Section 5(b).

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Motor vehicles shall be parked overnight in garages or on paved driveways only.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or more are prohibited, except during such time as such truck is actually being used for the specific purpose for which it is designed.

(f) Recreational motor vehicles of any type or character are prohibited except:

(i) Storing in an enclosed garage;

(ii) Temporary parking for the purpose of loading and unloading (maximum of one overnight every 14 days);

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(iii) Guests of the Owners of the applicable Lot may park thereon for a maximum of three continuous days; or

(iv) With prior written approval of the Association DRC.

(g) Except as provided in subsection (f) above, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored over night on any Lot, except in an enclosed garage.

(h) No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Association DRC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 19 inches in diameter) may be installed, without the specific approval of the Association DRC, so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners.

(i) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

(j) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior landscaping lighting must be approved in advance by the Association DRC.

(k) No garage sales, sample sales or similar activities shall be held within the Subdivision except twice a year during a weekend specified by the Board for Subdivision-wide garage sales.

(l) No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(m) All residential service utilities shall be underground, except with the approval of the Developer.

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(n) In the event of vandalism, fire, windstorm or other damage, no residence or Structure shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of Board).

(o) No underground fuel storage tanks of any kind shall be permitted.

(p) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot except that:

(i) One sign not more than three feet high or three feet wide, not to exceed a total of six square feet, may be maintained offering the residence for sale. For newly-constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved. No signs offering a residence for rent shall be allowed in the Subdivision.

(ii) One political sign per candidate or issue not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election.

(q) No sign shall be placed or maintained in any Common Areas without the approval of the Association DRC.

(r) No trash, refuse, or garbage can or receptacle shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly-scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Notwithstanding the existence of a lease, the Owner shall remain liable for all

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obligations, including, without limitation, the payment of dues, under this Declaration with respect to the Lot.

(u) Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Subdivision.

(v) No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Areas, street rights-of-way, the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot, Common Areas or street right-of-way in connection with the construction of Structures on such Owners' Lot, including, but not limited to, damage to lawn areas, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. Owners are hereby advised that DIG SAFE service which may be consulted in advance of excavation to locate existing utility lines does not identify sprinkler system lines which have been installed.

(w) No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot without the prior written approval of the New Construction DRC. Detached garages, storage buildings, and other buildings constructed on a Lot shall be constructed with the same material as the residence and must be approved by the DRC.

(x) No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the Association DRC.

(y) No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

(z) No fence, masonry wall, hedge or mass planting shall be permitted to extend to the front of a residence on a Lot unless approved by the DRC. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any corner. Trees, shrubs and other plants which die shall be promptly removed from the Subdivision.

(aa) Except as authorized by the Board, no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

(bb) No lake, pond, stream or water drainage facilities, natural or erected within the Common Areas, shall be disturbed other than by Developer or the Board.

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Any use of any lake, pond or other body of water shall be in strict compliance with the rules and regulations adopted from time to time from the Board. Fishing in any body of water, if any, within the Common Areas will only be permitted at such times and at such places to the extent, if any, permitted by the rules and regulations adopted by the Board from time to time concerning such use.

(cc) Notwithstanding anything to the contrary appearing elsewhere in this Declaration, any Lot owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Subdivision (including temporary, mobile, modular, prefabricated or a permanent Structure) until all the Lots have been sold for construction of residences thereon.

(dd) Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yard, trees, vegetation, fences, gazebos, patios, playground equipment or other improvements. Some Lots may have previously been located in a designated flood plain, in which situations the Developer, or another party, has caused the same to be removed from the flood plain by increasing the elevation thereof with fill as required by the City, the Missouri Department of Natural Resources and the Federal Emergency Management Agency. Prior to construction of a residence or other structures on any such Lot, the Owner thereof is encouraged to verify, through its contractor, compliance with the requirements of such City and agencies, consider inherent risks and determine whether to obtain and maintain flood insurance. Neither Developer, DRC, Board, Association (or members thereof) building contractor or brokers involved in the development of the residential area, sale of the Lot, or construction of a residence on a Lot, shall have any liability or responsibility for any such damage resulting from such water encroachment.

(ee) Notwithstanding the proximity of lakes or other amenities to the Common Areas and/or Subdivision, no Owner shall have any right of access, use or enjoyment of any lakes or other amenities outside the Subdivision.

(ff) The Developer and the Board may enforce the foregoing restrictions by levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(gg) Owners shall prevent erosion and pollutant discharges and runoff shall adhere to the National Pollution Discharge Elimination Permit requirements from the

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Lot onto the Common Areas, the Golf Course and other Lots, and shall comply with the Best Management Practices but if such erosion or discharges nevertheless occurs the same shall be immediately removed and remediated and all damages to resulting therefrom shall be fully repaired and restored (which repairs and restoration shall not relieve the Owner of the Lot from liability for any damages sustained by the owner affected Common Areas, Golf Course or Lot(s) .

(hh) No refuse, trash, or debris shall be discarded or discharged in or about the Green Areas except in designated trash bins.

(ii) If mail delivery via centralized boxes is available, no other mail boxes shall be located on the Lots. If such centralized mail delivery is unavailable, the DRC shall approve the design, appearance and location of all mailboxes erected or located on any Lot.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot, except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance; and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner, except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

11. Lawns, Landscaping and Gardens. Prior to occupancy, and in all events within 12 months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded, shall remain fully sodded at all times thereafter and irrigated; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the appropriate DRC. No lawn shall be planted with zoysia or buffalo grass. Prior to occupancy, and in all events within 12 months following commencement of construction of the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include a minimum expenditure on foundation plantings and trees in the front yard in an amount equal to at least .75% of the list sales price of the residence (including the value of the lot) on such Lot in addition to any currently existing trees or those hereafter planted by the Developer). All landscaping shall be installed in accordance with the landscaping plans approved by the appropriate DRC.

Each Lot is also required to have an irrigation system installed prior to occupancy covering the entire front, rear and side yards of the Lot and to use the irrigation system as necessary or appropriate during the late spring, summer and early fall months.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner may proceed to occupy the residence on the applicable Lot with the consent of the Association DRC, in which event the Owner shall escrow funds, in an amount (if any) and

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manner determined by the Association DRC, to assure the installation, when weather permits of the approved landscaping.

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

12. View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any Structure, planting material or other item on 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 effective Lot.

13. Easements for Public Utilities and Drainage; Drainage Maintenance; All Easements Not Shown on Plat. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, for surface drainage and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on any recorded plat of the Subdivision or any Common Areas. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Association and its successors and assigns, an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Association and maintaining any Common Areas. Any physical damage caused in the exercise of such easement shall be repaired by and at the expense of the party exercising the easement right.

In the event Developer has placed a sign on a Lot or the Common Areas, following the transfer of title to any such Lot or the Common Areas, Developer shall have an easement for such sign to remain on any such Lot or Common Areas until Developer no longer owns and Lots.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line, and no such drainage shall be permitted onto the Golf Course

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14. Common Areas.

(a) Owners and the Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Association of any Common Areas and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Areas shall be subject to the right of the Developer to convey sewer, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Areas, as provided in Section 13 above.

(c) The Developer shall either pay for or finance as referenced in Section 20 below, the initial cost of constructing or installing amenities to the Common Areas and the street rights of way within or adjacent to the Subdivision; provided, Developer and/or the Association may install additional amenities or improvements as either elects from time to time. Developer, its contractors, subcontractors and employees thereof shall have an easement and right of access upon the Common Areas for the construction and installation of the Common Areas' improvements and amenities. Upon the completion of the construction or installation of such amenities or improvements to the Common Areas and/or street rights-of-way, then the Association shall inspect the same and notify Developer in writing within ten (10) days following Developer's request for such inspection and detail any aspects thereof which are not in reasonable condition and if the Association fails to so notify Developer of any such defects within such period, the amenities and improvements shall be deemed to be unconditionally acceptable to the Association. The Association shall be responsible, at its expense, for the maintenance and operation of such improvements and amenities. The Association shall be responsible for all costs of owning, maintaining and operating the Common Areas and right-of-way improvements, including but not limited to, all fertilizing, watering and replacement lawns, shrubs, flowers, plantings and trees following the initial planting thereof, the mowing of lawn areas, payment of taxes and assessments, paying of liability and property insurance premiums and lake and swimming pool operation, maintenance, repairs and replacements of the improvements, if applicable.

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15. DRC Matters.

(a) Two DRCs shall have responsibility for the review, approval or disapproval of plans and other information required by this Declaration relating to the construction of Structures on each Lot. One committee shall be the New Construction DRC, which shall review, approve or disapprove all matters pertaining to the initial construction and completion of the residence and related Structures on each Lot. The second committee, the Association DRC, shall review, approve or disapprove all specifications, plans and other matters pertaining to fencing; drainage matters as referenced in Section 5 (c) above and elsewhere; and (on a Lot by Lot basis) following completion of the initial residence and related Structures on a Lot, all specifications, plans and other matters for remodeling the initial residence and related Structures, including landscaping, and any additional new Structures to be constructed on such Lot.

(b) (i) The original members of the New Construction DRC shall be up to three (3) persons, to be appointed by Developer. Upon the death or resignation of any member of the New Construction DRC, or in the event Developer desires to remove any member, Developer shall appoint a successor. The decision of a majority of the New Construction DRC shall be binding; provided, the New Construction DRC may delegate its rights and responsibilities hereunder to one or more of its members from time to time. Developer may transfer its rights under this paragraph by executing and recording in the real estate records a written instrument giving notice of its intent to do so, and providing a copy thereof to an officer of the Association; in such event, the Association shall have the authority of Developer under this paragraph. The New Construction DRC may delegate its rights and responsibilities on a limited basis to the Association DRC from time to time without relinquishing its rights and powers hereunder beyond the terms of such limited delegation.

ii. The original members of the Association DRC shall be up to three (3) persons, to be appointed by the Board following its establishment. On the death or resignation of any member of the Association DRC, or in the event the Board desires to remove any member, the Board shall appoint a successor. The decision of the majority of the Association DRC shall be binding; provided the Association DRC may delegate its rights or responsibilities hereunder to one or more of its members from time to time.

(c) Each DRC shall meet as necessary to consider applications with respect to any Structures or other matters that require the approval of the applicable DRC, as provided in Section 8 above or elsewhere herein, and to consider any other matters within the authority of each DRC, as provided in this Declaration. A majority of the members of each DRC shall constitute a quorum for the transaction of business at a meeting, and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the applicable DRC.

(d) At each meeting of either of the DRCs, the members thereof shall consider and act upon written and complete applications that have been submitted to

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such committee for approval in accordance with this Declaration. In making its decisions, each committee may consider any and all aspects and factors that the individual members thereof, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of each of the DRCs shall be in writing and delivered to the applicant. Each DRC may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions.

(e) Any applicant or other person who is dissatisfied with a decision of one of the DRCs shall have the right to appeal such decision to the Board, provided such appeal is filed in writing with a member of the Board within seven days after the date the applicable DRC renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Structure. Any decision rendered by the Board on appeal of a decision of the DRC shall be final and conclusively binding on all parties and shall be deemed to be the decision of the applicable Association DRC for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the DRC, including, without limitation, requiring payment of a reasonable fee by the appealing party.

16. Golf Course. Upon acquisition of a Lot, each Owner, for himself, the members of his family, his guests and his invitees, shall be deemed to have released and agreed never to make a claim or initiate a proceeding against the Developer, the Association, or the owner or operator of the Golf Course, or their respective successors and assigns, or any of its or their employees, members, agents, owners, or contractors, for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Golf Course or in connection with the operation of the Golf Course, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties or the Golf Course for damages, equitable relief or otherwise. Each such person shall be deemed to have recognized, known and accepted all of the potential (whether foreseeable or not) damages, risks, hazards and consequences generally or specially inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitation: flying golf balls and other objects; holes, depressions and hazards; large numbers and continuous flow of players and spectators; hours of play; proximities of greens, tees, fairways and other features to residences, yards and streets; inconvenience; lakes, creeks and other waterways; golf carts; water sprinklers and distribution facilities; and the use of pesticides, herbicides, fertilizers and

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other chemicals and the health hazards related thereto (including, without limitation, allergy susceptibilities). The doctrines of strict tort liability and nuisance shall not be applicable to the operation of the Golf Course, which doctrines shall be deemed waived. Each Lot is hereby burdened with an easement allowing golf balls hit by any golfers using such golf course to come over and onto the Lot.

17. No Liability for Approval or Disapproval.

(a) Neither the Developer, nor the Association, nor any member of either DRC or the Board (or any committee thereof), shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences an arbitration proceeding or other claim or files a counterclaim in any proceeding against the Association, the Board, either or both the DRCs or any individual member, officer, director or employee thereof, and such Owner fails to prevail in such proceeding, claim or counterclaim, the Association, Board, or individual involved in such matter shall be entitled to recover from such Owner all litigation costs and expenses incurred in defending such proceeding, claim or counterclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

18. Covenants Running with Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner, except with respect to breaches thereof committed during his ownership; provided, however, that: (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot; and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Developer, the Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions

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herein set forth, in addition to any arbitration proceeding for damages. To the extent permitted by law or equity, if the Developer or the Association shall be successful in obtaining a judgment or consent decree in any such injunctive action, the Developer and/or Association shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Association, acting upon a decision of the Board, respecting a specific violation, shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

19. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

20. Notice of Amenity Financing. Notice is hereby given that Developer may obtain conventional mortgage secured financing in order to pay the cost of installing or constructing amenities within the Common Areas for the use and benefit of the Members. Assessments collected by the Association under the Association Declaration shall be utilized for repayment of such financing in accordance with the terms of such financing.

21. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect for twenty years from the execution date and shall automatically be continued thereafter for successive periods of ten years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the

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Subdivision, from all or part of such provisions as of expiration date, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to expiration, or to a subsequent expiration date, whichever is applicable.

The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by: (i) the Owners of at least two thirds (2/3) of the Lots within the Subdivision as then constituted; and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if, after the recording of the Certificate of Substantial Completion, the Association.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose. No such amendment by the Developer shall require the consent of any Owner.

(c) If the rule against perpetuities is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the now-living children and grandchildren of the individuals signing this Declaration on behalf of the Developer as of the date of such execution.

22. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision, and to the operation of the provisions of this Declaration, other lands by executing, acknowledging and recording a written instrument, subjecting such land to all of the provisions hereof, as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion. Developer intends to annex lands to the Subdivision.

23. Miscellaneous.

(a) *Severability.* Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

(b) *Interpretations of Restrictions.* In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Subdivision. It is not the intent of this Declaration to interfere with any

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provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

(c) *Construction and Validity of Restrictions.* All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

(d) *Waiver and Exceptions.* The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Subdivision or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

(e) *Titles.* All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

(f) *Singular and Plural, Masculine and Feminine.* The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

(g) *Mortgage Protection Clause.* No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

(h) *Enforcement and Arbitration.*

A. THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PERSONS REFERENCED HEREIN. The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by, through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof (but no

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restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during the term of its, his or their ownership of a Lot).

B. The Developer, the Owner or Owners of any of the Lots and the Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein and any Guidelines, rules or regulations established as permitted herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or all or any portion of the Common Areas, or the condition thereof, and (c) any claim asserted by the Association, an Owner or Owners, former Owner(s), contract purchasers, any real estate broker, agent or sales person participating in the sale of a Lot, against Developer for any reason shall be resolved solely and exclusively by arbitration in accordance with the Missouri Uniform Arbitration Act (the "Act"), as modified from time to time, in accordance with the procedure set out below. However, the provisions of this Section 23(h)A. shall not either prevent a party from obtaining a temporary injunction from a court of general jurisdiction pending designation of the arbitrators, from foreclosure or enforcement of any liens established pursuant to this Declaration or from enforcement of any order or decision of the arbitrators as provided herein. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

i. Any of the aforementioned parties may request arbitration of any matter in dispute. The party requesting arbitration shall do so by giving written notice to the other party/parties, specifying in the notice the name and address of the person designated to act as arbitrator on the first party's behalf. Within ten (10) days after the service of this notice, the other party/parties shall give notice to the first party, specifying the name and address of the person designated to act as arbitrator on the second party's/parties' behalf. If the second party/parties fails to notify the first party of the appointment of such party's arbitrator within the time specified, then the first arbitrator appointed shall appoint the second arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and the two arbitrators shall together appoint a third arbitrator. If the two arbitrators are unable to agree upon that appointment within twenty (20) days after the appointment of the second arbitrator, then the parties to such dispute may apply, upon notice to the other party, to the Missouri Circuit Court located in the County in which the Subdivision is located for the appointment of the third arbitrator. In rendering their award, the arbitrators shall have no

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power to modify any of the covenants, conditions and restrictions contained herein.

(ii) The arbitrators so selected must be at least thirty-five (35) years old; may not be an Owner or occupant of a Lot; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.

(iii) Each party to an arbitration proceeding hereunder may be represented by an attorney, seek subpoenas, may be heard, present evidence and cross-examine witnesses and shall have the right to adjournment for good cause.

(iv) The arbitrators may grant any remedy or relief the arbitrators deem just and equitable and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Missouri. If as part of any award any party is ordered to pay another party money, the amount to be so paid shall accrue interest at the rate of 15% per annum from 15 days following the date of the award until the same is paid in full.

(v) The losing party in any such arbitration proceeding, as determined by the arbitrators, shall pay the prevailing party's costs and expenses of such arbitration, including, without limitation, reasonable attorneys' fees and costs. If no party is determined to have prevailed in such arbitration proceeding, then each party shall pay the fees and expenses of the original arbitrator appointed by that party; the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties; and each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof, and the costs and expenses related thereto.

(i) *Exclusion of Applicability.* The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Subdivision, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily convenient for the business of Developer.

(j) *Subdivision Disclosure And Purchaser Acknowledgment.* Developer has prepared a Subdivision Disclosure And Purchaser Acknowledgment concerning Staley Farms Addition ("Disclosure"), which discloses important information concerning the

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Subdivision. The Disclosure is subject to change from time to time by the Developer or the Association. At the time any Owner transfers legal title to a Lot, such Owner shall, as part of the transaction, cause its transferee to execute the Disclosure and return the same to the Developer or the Association.

(k) *Providing Grading Information to Owner; Enforcement.* The Association shall designate a committee of members to meet with new Lot Owners for the purposes of informing them regarding grading and drainage matters concerning the Lots. Such educational process is vital in order to avoid water drainage problems within the Subdivision. Either before or promptly following the purchase of a Lot, each person must contact a representative of the Association and asked to be informed concerning grading and drainage matters. The Association shall strictly enforce the grading and drainage requirements provided for in this Declaration.

(l) *Electrical Retail Wheeling.* While not applicable as of the date hereof, it is possible in the future that either the Developer or the Association shall contract with an electrical supplier to supply electricity to all Lots and the Common Areas. It is anticipated such a contractual arrangement will require that all residences on the Lots to solely utilize electricity supplied from such supply source for the duration of such contract and each Owner shall comply with such requirements. Additionally, in the event the electrical supplier, as part of its supply contract with either the Developer or the Association, pays Developer or the Association any funds, then the Association shall reimburse the Developer for any deposits or payments paid by Developer to permit or arrange for electrical services to the Subdivision and any excess funds shall be remitted or retained by the Association.

(m) *Conflict in Declarations.* In the event of any conflict between the provisions of this Declaration and those contained in the Association Declaration, the terms hereof shall control.

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IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

DEVELOPER:

Intell Staley Farms LLC,
By Missouri Golf Development, LLC
Its Authorized Member

By: [Signature]
Name: Tom Herink
Title: Authorized Member

STATE OF Missouri)
COUNTY OF Platte) ss:

BE IT REMEMBERED, that on this 30th day of May, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared Tom Herink, as Authorized Member, as above, of Intell Staley Farms LLC, a Missouri limited liability company, personally known to me to be such Manager and the same person who executed as such, the above and foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My appointment expires:

M. BURNS
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Aug. 23, 2005

[Signature]
NOTARY PUBLIC

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BK4163 PG593

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Exhibit A

Legal Description

All that part of the Northeast Quarter and Southeast Quarter of Section 25, the Northeast Quarter of Section 36, all in Township 52, Range 33, all that part of the Southeast Quarter and Southwest Quarter of Section 30; the West one-half of the Northeast Quarter of Section 31, the Northwest Quarter of Section 31, all in Township 52, Range 32, all being in Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 36, Township 52, Range 33; thence North $89^{\circ}15'00''$ West, along the South line of said Northeast Quarter, 2613.27 feet to the Southwest corner of said Northeast Quarter; thence North $0^{\circ}27'00''$ East, along the West line of said Northeast Quarter, 2636.27 feet to the Southwest corner of the Southeast Quarter of Section 25; thence North $0^{\circ}43'50''$ East, along the West line of the Southeast Quarter of said Section 25, 2663.90 feet to the Southwest corner of the Northeast Quarter of said Section 25; thence North $0^{\circ}42'59''$ East, along the West line of the Northeast Quarter of said Section 25, 187.07 feet to its intersection with the Westerly prolongation of the Northerly right-of-way line of Staley Road, as now established; thence South $87^{\circ}08'01''$ East, along said Northerly right-of-way line, 799.78 feet; thence South $66^{\circ}31'01''$ West, along said Northerly right-of-way line, 1518.83 feet; thence South $60^{\circ}30'55''$ East, 493.32 feet to a point on the East line of said Section 25; thence South $0^{\circ}30'16''$ West, along said East line, 1431.02 feet; thence South $89^{\circ}45'58''$ East, 15.30 feet to a point on the centerline of Staley Road, as now established; thence South $0^{\circ}32'19''$ West along said centerline, 2.73 feet; thence Southeasterly along said centerline, on a curve to the left, tangent to the last described course, having a radius of 150.00 feet, an arc distance of 235.61 feet; thence South $89^{\circ}27'28''$ East, along said centerline, 1975.51 feet; thence Easterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 164.72 feet; thence South $57^{\circ}59'55''$ East, along said centerline, 342.63 feet; thence Southeasterly, along said centerline, on a curve to the left, tangent to the last described course, having a radius of 966.70 feet, an arc distance of 264.05 feet; thence Southeasterly, along said centerline, on a curve to the right, having a common tangent with the last described course, having a radius of 1042.61 feet, an arc distance of 168.93 feet; thence South $64^{\circ}21'55''$ East, along said centerline, 173.14 feet; thence Southeasterly, along said centerline, along a curve to the left, tangent to the last described course, having a radius of 1507.54 feet, an arc distance of 189.88 feet; thence South $71^{\circ}34'55''$ East, along said centerline, 401.68 feet; thence Southeasterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 146.73 feet to a point on the East line of the West one-half of the Northeast Quarter of said Section 31; thence South $0^{\circ}29'35''$ West, along said East line, 2357.74 feet to the Southeast corner of said West one-half; thence North $88^{\circ}53'06''$ West, along the South line of said Northeast Quarter, 1313.01 feet to the Southeast corner of the Northwest Quarter of said Section 31; thence North $88^{\circ}53'06''$ West, along the South line of said Northwest Quarter, 2514.42 feet to the Point of Beginning. Except that part granted to Missouri Public Service Company as contained in the Report of Commissioners recorded in Book 1102, at Page 436, being described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section 36, said point being 64.00 feet South of the Northwest corner of said Northeast Quarter; thence South $89^{\circ}23'36''$ East, 200.00 feet; thence North $0^{\circ}27'00''$ East, 64.00 feet to a point on the north line of said Northeast Quarter; thence South $89^{\circ}23'36''$ East along said North line, 400.00 feet; thence South $0^{\circ}27'00''$ West, 214.00 feet; thence North $89^{\circ}23'36''$ West, 400.00 feet; thence North $0^{\circ}27'00''$ East, 130.00 feet; thence North $89^{\circ}23'36''$ West, 200.00 feet to a point on the West line of said Northeast Quarter; thence North $0^{\circ}27'00''$ East, along said West line 20.00 feet to the Point of Beginning. Containing 567.50 acres, more or less. Except that part on the West in North Woodland Avenue, that part in South 100th Street, and that part lying in Staley Road.

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Exhibit B

Example of Lot Drainage Requirements

BK 4163 PG 595

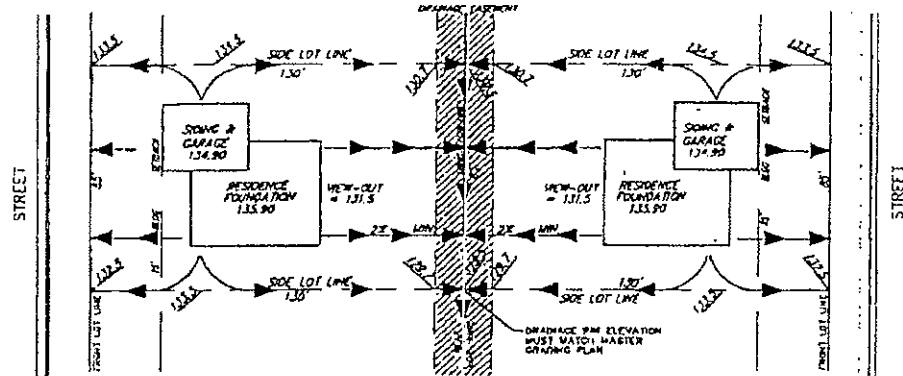
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 BK 4163 PG 596
 25TH FLOOR, CITY HALL
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GENERAL NOTES:

1. LOT OWNER SHALL BE RESPONSIBLE FOR VERIFYING THAT THE REAR LOT DRAINAGE PINS ARE ESTABLISHED AND MATCH THE MASTER GRADING PLAN.
2. TOP OF FOUNDATION, GARAGE FLOOR AND VIEW-OUT/WALK-OUT ELEVATIONS MUST MATCH ELEVATIONS ON THE MASTER GRADING PLAN.
3. GRADE AT VIEW-OUT ELEVATION MUST BE 6" LOWER THAN THE ELEVATION OF THE ROOM.
4. GRADE AT WALK-OUT ELEVATION MUST BE 4" LOWER THAN THE ELEVATION OF THE WALK-OUT.
5. LOT OWNER MUST BE ABLE TO IDENTIFY ALIGNED LINES BETWEEN THE DRAINAGE PINS AT THE DRAINAGE FLOW LINE.
6. ALL PINNED CONSTRUCTION ON REAR LOT LINES OR IN DRAINAGE CASEMENTS MUST MAINTAIN A MINIMUM OF 4" CLEARANCE TO AIR TO NOT RESTRICT DRAINAGE FLOW FROM LOT TO LOT.
7. NO LANDSCAPE BEDS, SANDBOXES OR ANY OTHER STRUCTURES ARE ALLOWED TO BE BUILT IN THE DRAINAGE CASEMENTS.
8. LOT OWNERS MAY VERIFY ELEVATIONS FROM LOT FROM THE MASTER GRADING PLAN.
9. ARROWS INDICATE DIRECTION OF FLOW.
10. ELEVATIONS SHOWN ON PLANS ARE ILLUSTRATION ONLY, SEE MASTER FOR ELEVATIONS RELATIVE TO YOUR LOT.
11. IF LOT OWNER ENCOUNTERS ANY PRO OR QUESTIONS THEY MUST CONTACT THEIR HOMEOWNERS ASSOCIATION.



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STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. REC'D

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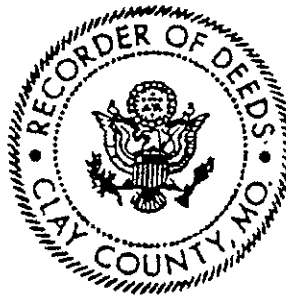
BOOK 4174 PAGE # 455
ROBERT T. SEVIER
RECORDER OF DEEDS
by Jessica Russo
Deputy

BK 4174 PG 455

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Robert T. Sevier
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND DISCLOSURES FOR STALEY FARMS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR STALEY FARMS ("Declaration") is made as of the 30th day of MAY, 2003, by Intell Staley Farms LLC, a Missouri limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Clay County, Missouri, plats of the Subdivision (as hereafter defined) known as "Staley Farms";

WHEREAS, Developer, as the present owner and developer of the Lots within a tract of land legally described in Exhibit "A", attached hereto, desires to place certain restrictions on such Lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Association" means the Staley Farms Homeowners' Association, a Missouri not-for-profit corporation, (or such other corporate name as Developer shall select) its successors and assigns.

(b) "Association Declaration" means the Staley Farms Area Homeowners' Association Declaration.

(c) "Association DRC" shall mean and refer to the Design Committee responsible for all matters pertaining to fences, certain drainage matters, and for construction and modifications of Structures following completion of the initial residence and related improvements on Lots, all as referenced in Section 15 hereof, together with other responsibilities as provided elsewhere herein.

(d) "Board" means the Board of Directors of the Association.

(e) "City" means the City of Kansas City, Missouri.

John F. Lutjen
8350 N. St. Clair Ave
RL KC MO 64151

<http://www.claycountymo.gov>

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(f) "Common Areas" means: (i) the Reserves; (ii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Association, at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision; (iii) all platted and other landscape easements that may be granted to the Developer and/or the Association, for the use, benefit and enjoyment of all Owners within the Subdivision, whether or not such easements are in the Subdivision; (iv) all recreational areas, including the community center, swimming pool, tennis courts and playground and related improvements located on land which constitutes Common Areas; and (v) all other similar areas and places, together with all improvements thereon and thereto, expressly intended for the use, benefit or enjoyment of which is intended for all of the Owners within the Subdivision, whether or not "Common Areas" are located on any Lot. **The Golf Course and related amenities, including the clubhouse, are not part of the Common Areas or the Subdivision.**

(g) "Developer" means Intell Staley Farms, L.L.C., a Missouri limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term "Developer" as used herein shall thereafter refer to both the Developer and all successor Developers unless the context clearly means otherwise.

(h) "DRC" means the Association DRC and/or the New Construction DRC, as applicable, according to the context.

(i) "Golf Course" means the golf course known as the "Staley Farms Golf Club" to be constructed, owned and/or operated by third parties adjacent to the Subdivision.

(j) "Guidelines" means the Design Review Guidelines established and amended from time to time by the Developer or, after Developer has transferred its rights to designate the members of the New Construction DRC as referenced in Section 15(b)(i), the Board. The Guidelines may apply to groupings or plats of Lots as determined by the Developer or Board, as applied in its sole discretion.

(k) "Lot" means any lot as shown as a separate lot on the Plat of all or part of the Subdivision, excluding, however, any Lot which is expressly designated as part of the Common Areas. If an Owner, other than the Developer, owns adjacent Lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of annual and special assessments and other payments due hereunder shall be paid by such Owner for each whole Lot as provided herein and shall be paid as to any partial Lot(s) on a proportionate basis, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."

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(l) "New Construction DRC" shall mean and refer to the Design Committee responsible for all matters pertaining to the construction of the initial residence and related improvements as referenced in Section 15 thereof, together with other responsibilities as provided elsewhere herein.

(m) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include all the purchasers under a contract for deed who are in possession of a Lot and exclude contract sellers who are not in possession of a Lot.

(n) "Plat" means the "Staley Farms – Third Plat" and "Staley Farms – Fourth Plat", both subdivisions in Kansas City, Clay County, Missouri.

(o) "Recording Office" means the office of Recorder of Deeds of Clay County, Missouri.

(p) "Reserves" means the open green space areas designated as Tracts "A", "B", "C", and "D" in Staley Farms Third Plat and Tracts "A" and "B" in Staley Farms Fourth Plat, and all additional areas which may be made subject to this declaration in the manner provided herein.

(q) "Structure" means any structure erected or maintained on a Lot, and shall include, without limitation, any residence and appurtenant improvements, any deck, gazebo, greenhouse, doghouse, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal (permitted in rear of yard only), flag pole, mailbox and related structure, swingset, trampoline, sand box, playhouse, treehouse, jungle gym, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard décor and any change to the topography of the Lot.

(r) "Subdivision" means collectively all of the above-described Lots in the Plat, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, villa, or townhome used for private residential purposes as specified in the Guidelines. No trailer, outbuilding or Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer, or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer, from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes until the last Lot in the Subdivision is sold and the last residence is constructed in the Subdivision.

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3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto constructed or installed on any Lot shall be of stucco, brick, stone, wood shingles, masonite or wood lap siding, plate glass, glass blocks, or any combination thereof. Developer reserves the right to approve all other materials. Except as specifically approved in writing by the DRC, no exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, four feet by eight feet panels. All windows shall be constructed of glass, wood, fiberglass, vinyl or vinyl clad, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, fiberglass, vinyl or vinyl, colored metal (other than silver) and glass, or any combination thereof. Each residence shall, unless otherwise approved by the DRC, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. Roofs shall be covered with an "Approved Composite" 40 year asphalt shingle, weathered wood blend in color, or such other material that the DRC shall approve. No flat roof shall be permitted except with the written permission of the DRC. The Guidelines may establish in writing a list of the specific types, colors and other aesthetic factors of the materials to be used for composite, slate, tile, clay and concrete roofs within the Subdivision (whether as part of new construction or reroofing). The Guidelines may generally specify the characteristics of the permitted roofing materials and/or specifically approve certain products by manufacturer name and product name, color, etc. The DRC shall have the right to establish and to alter the Guidelines (by addition or deletion) from time to time in its discretion. No supplemental recording shall be required for the Guidelines to be effective.

Notwithstanding the foregoing provisions of this subsection (a), requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the DRC in its absolute discretion, shall be acceptable upon written approval by the DRC in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the DRC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, stucco and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) or stain. All exterior basement foundations and walls, which are exposed in excess of 12 inches above final grade, shall be painted the same color as the residence or covered with siding compatible with the structure.

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(c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence without specific approval of the DRC.

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue, and all fireplace flues shall be capped with a black or color-conforming metal rain cap.

(e) Except as otherwise permitted by the Association DRC in writing, all residences shall have a house number plate in the style(s) approved by the Association DRC, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the Association DRC.

(f) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

(g) All residences shall have at least a two-car garage. No carports are permitted.

4. Minimum Floor Area. The Developer shall specify in the Guidelines the minimum required square footage of finished floor area for each residence to be on each Lot. Finished floor area shall exclude any finished attics, garages, basements (including lower level of a so-called reverse one and one-half story) and similar habitable areas. The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

5. Approval of Plans; Post-Construction Changes; Grading.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above and except as provided elsewhere herein, no Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme have been submitted to and approved in writing by the New Construction DRC. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the New Construction DRC, as the case may be. All building plans and plot plans shall be designed to minimize the removal of existing trees.

(b) Following the completion of construction of any Structure, no significant landscaping change (including one which affects drainage from the Lot), significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Association DRC. All replacements of all or any portion of a completed structure

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because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Association DRC.

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City. From and after the date of commencement of construction of improvements on a Lot, the Owner of such Lot shall cause such Lot to be graded so as to comply strictly with the grading plans. Attached hereto as Exhibit "B" is an Example of Lot Drainage Requirements which illustrates drainage requirements applicable to typical residential lots (including those on which view out and walk out basements are constructed) and the location of grading and drainage pins at the rear lot lines to establish that the minimum required grading levels for the rear yard are in place. No landscaping, berms, fences or other structures shall be installed or maintained that impedes the flow of surface water. Fences shall be at least four inches ("4") above ground level. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading plan for any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Association DRC and the Developer shall have no liability or responsibility to any contractor, Owner or other party for the failure of a contractor or Owner to final grade or maintain any Lot in accordance with the master grading plan. The Developer and/or the Association DRC or persons designated by any of them shall have the right to enter upon any Lot upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans. A determination by the Association DRC concerning whether or not a Lot is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and; provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the Association DRC under this subsection upon the specific request of any Owner and, in the event Developer so overrides a specific decision of the Association DRC, any subsequent reference in this subsection to the Association DRC shall refer to the Developer in lieu of the Association DRC as to the specific decision in question. In the event at any time the Association DRC determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the Association DRC shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If fifteen (15) days after the notice of such violation, or such additional time as may be specified by the Association DRC, the Owner of such Lot shall have not have taken reasonable steps to correct the same, the Association DRC shall have the right, through its agents and contractors, to enter the Lot and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such compliance and pay the Association a fee equal to 20 percent of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Board may thereafter establish a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in the Association Declaration. Developer recommends that any time a Lot is surveyed for the Owner,

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whether in connection with mortgage financing or otherwise, that the surveyor verify that the grading and drainage pins located in the rear of the Lot are at the elevations required by the master drainage plan referred to above. It shall not be Developer's obligation to enforce compliance with the master grading and drainage plans

6. Set Backs. No residence, or any part thereof (exclusive of stoops, balconies, bay, and other windows, eaves, chimneys and other similar projections), or Structure, or any part thereof, shall be nearer the street line or the rear boundary Lot line than the building set back lines shown on the Plat for such Lot; provided, however, that the New Construction DRC shall have the right to decrease, from time to time and in its absolute discretion, the set back lines for a specific Lot, to the extent they are greater than the minimum set backs required by the City, by filing an appropriate instrument in writing at the Recording Office. Side yard set back distances shall be established by the Guidelines and such Owner shall strictly comply therewith.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence and related appurtenances, on a Lot shall be commenced within 60 days following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within 12 months after such construction commencement. In the event such construction is not commenced within such 60 day period (or written extension thereof, if any, signed by Developer), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at 95% of the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Structures.

(a) Except as otherwise provided herein, no Structure shall be erected upon, moved into or maintained upon any Lot except: (i) strictly in accordance with and pursuant to the prior written approval of the applicable DRC as provided in Section 15 hereof as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme; and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the DRC shall not be required for: (A) any Structure erected by or at the request of the Developer; or (B) any Structure that has been specifically approved by the Developer or the appropriate DRC prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer or the DRC, and has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Structures, and the appropriate DRC, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Structure notwithstanding such otherwise compliance.

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(b) (i) Perimeter fencing of the Lots is discouraged, but may be allowed by the Association DRC, in its discretion, on a Lot-by-Lot basis; provided no perimeter fencing may be placed on a Lot which is in whole or in part adjacent to the Golf Course. All fences shall be constructed only of wrought-iron (or similar) materials in the specific style(s) and color(s) approved by the Association DRC. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. No chain link or similar fence shall be permitted. No fence may be installed in any platted landscape easement. Unless and until otherwise specifically approved in writing by the Association DRC, (A) no fence, boundary wall or privacy screen shall exceed four feet in height, except fences installed immediately adjacent to swimming pools and hot tubs (B) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Association DRC) of the residence, (C) no wood fence may be used as a perimeter fence around the Lot, (D) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools and hot tubs, (E) all perimeter fences must be joined to or abutting any previously existing fences on adjacent Lots, (F) all fences shall be stair-stepped to follow the grade of the Lot.

(ii) Except where specifically authorized by the Association DRC in writing, all recreational or play structures shall be made of materials approved in writing by the Association DRC and shall be located behind the rear corners (as determined by the Association DRC) of the residence. No jungle gym or other play structure shall be located within 20 feet of the Golf Course boundary.

(iii) No aboveground-type swimming pools shall be permitted. All swimming pools shall be fenced, and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(iv) No Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

(v) Front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.

(vi) In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the appropriate DRC.

(vii) All basketball goals shall be either white or glass and shall be placed or installed only in the rear yard, unless otherwise approved by the Association DRC. No "home-made" basketball backboards or supports shall be permitted. All basketball goals and supports shall be first approved by the

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Association DRC. All recreation and play equipment shall be located in the rear of the Lot including basketball goals.

(viii) No storage sheds may be constructed.

(ix) No dog runs shall be constructed or maintained.

(x) Any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type shall be deemed a Structure that is subject hereto.

(xi) No window shall contain any reflective material such as aluminum foil.

(xii) Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot; provided that the same shall not exceed one story in height and are allowed by applicable building codes.

(xiii) All firewood stacks in excess of two cords of wood shall be screened from view from neighboring Lots.

(xiv) All forms of sculpture or "yard art" must first be approved by the Association DRC prior to installation.

(xv) Each residence shall include an add on heat pump as specified in the Guidelines.

(xvi) All dwellings built on any Lot shall meet or exceed the inside minimum grade 1 requirements of the Residential Telecommunications Cabling Standard, ANSI/TIA/EIA-570-A (or current standard), for low voltage wiring.

(c) No fence, boundary wall or other Structure installed by or for the Developer or Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Developer, or following the date Developer transfers its rights under Section 15(b)(i) to the Board, then the Board.

(d) The Developer, New Construction DRC and Association DRC may establish design guidelines and supplement, revise and modify the same from time to time.

9. Buildings or Uses Other Than for Residential Purposes; Maintenance; Noxious Activities; Miscellaneous Restrictions. Except as otherwise specified in this Declaration or as authorized herein or by the Declarant or the Board,

(a) Home occupations may be conducted within a residence or appurtenant Structure on any Lot so long as such activity (i) does not violate applicable laws, ordinances or codes; (ii) does not include the employment of any additional person or

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persons in performance of such activities; (iii) such business activity does not include noise, odors, lighting or otherwise annoy or potentially annoy persons residing in the vicinity thereof as determined by the Board in its sole discretion; and (iv) does not result in substantial traffic (that is, except in certain circumstances otherwise determined by the Board to be appropriate to the applicable parking limitations, no more than four vehicles shall be parked at the residence by visitors at any one time).

(b) Each Owner (other than Developer; provided it shall cause all Lots owned by it to be mowed periodically) shall keep all Lots owned by it, and all improvements therein or thereon, in good order, repair and condition, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Subdivision and in compliance with all decisions of the DRC, the Developer or the Board as provided elsewhere herein, including, but not limited to, decisions of the DRC under Section 15 hereof. If, in the opinion of the Board, any Owner fails to perform the duties imposed by the preceding sentence, the Board, after approval by at least a two-thirds of the Board members, and after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements, and the cost thereof, together with a fee in the amount of 20% of such amount thereof, shall be a binding personal obligation of such Owner, and the Association may establish a special assessment on such Lot for the such aggregate amount. Each residence shall be repainted by the Owner every four years (or less as needed). Any exterior color change must be approved in advance in accordance with Section 5(b).

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Motor vehicles shall be parked overnight in garages or on paved driveways only.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or more are prohibited, except during such time as such truck is actually being used for the specific purpose for which it is designed.

(f) Recreational motor vehicles of any type or character are prohibited except:

(i) Storing in an enclosed garage;

(ii) Temporary parking for the purpose of loading and unloading (maximum of one overnight every 14 days);

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(iii) Guests of the Owners of the applicable Lot may park thereon for a maximum of three continuous days; or

(iv) With prior written approval of the Association DRC.

(g) Except as provided in subsection (f) above, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored over night on any Lot, except in an enclosed garage.

(h) No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Association DRC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 19 inches in diameter) may be installed, without the specific approval of the Association DRC, so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners.

(i) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

(j) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior landscaping lighting must be approved in advance by the Association DRC.

(k) No garage sales, sample sales or similar activities shall be held within the Subdivision except twice a year during a weekend specified by the Board for Subdivision-wide garage sales.

(l) No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(m) All residential service utilities shall be underground, except with the approval of the Developer.

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(n) In the event of vandalism, fire, windstorm or other damage, no residence or Structure shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of Board).

(o) No underground fuel storage tanks of any kind shall be permitted.

(p) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot except that:

(i) One sign not more than three feet high or three feet wide, not to exceed a total of six square feet, may be maintained offering the residence for sale. For newly-constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved. No signs offering a residence for rent shall be allowed in the Subdivision.

(ii) One political sign per candidate or issue not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election.

(q) No sign shall be placed or maintained in any Common Areas without the approval of the Association DRC.

(r) No trash, refuse, or garbage can or receptacle shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly-scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Notwithstanding the existence of a lease, the Owner shall remain liable for all

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obligations, including, without limitation, the payment of dues, under this Declaration with respect to the Lot.

(u) Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Subdivision.

(v) No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Areas, street rights-of-way, the residence or Lot of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot, Common Areas or street right-of-way in connection with the construction of Structures on such Owners' Lot, including, but not limited to, damage to lawn areas, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. Owners are hereby advised that DIG SAFE service which may be consulted in advance of excavation to locate existing utility lines does not identify sprinkler system lines which have been installed.

(w) No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot without the prior written approval of the New Construction DRC. Detached garages, storage buildings, and other buildings constructed on a Lot shall be constructed with the same material as the residence and must be approved by the DRC.

(x) No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the Association DRC.

(y) No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

(z) No fence, masonry wall, hedge or mass planting shall be permitted to extend to the front of a residence on a Lot unless approved by the DRC. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any corner. Trees, shrubs and other plants which die shall be promptly removed from the Subdivision.

(aa) Except as authorized by the Board, no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

(bb) No lake, pond, stream or water drainage facilities, natural or erected within the Common Areas, shall be disturbed other than by Developer or the Board.

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Any use of any lake, pond or other body of water shall be in strict compliance with the rules and regulations adopted from time to time from the Board. Fishing in any body of water, if any, within the Common Areas will only be permitted at such times and at such places to the extent, if any, permitted by the rules and regulations adopted by the Board from time to time concerning such use.

(cc) Notwithstanding anything to the contrary appearing elsewhere in this Declaration, any Lot owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Subdivision (including temporary, mobile, modular, prefabricated or a permanent Structure) until all the Lots have been sold for construction of residences thereon.

(dd) Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yard, trees, vegetation, fences, gazebos, patios, playground equipment or other improvements. Some Lots may have previously been located in a designated flood plain, in which situations the Developer, or another party, has caused the same to be removed from the flood plain by increasing the elevation thereof with fill as required by the City, the Missouri Department of Natural Resources and the Federal Emergency Management Agency. Prior to construction of a residence or other structures on any such Lot, the Owner thereof is encouraged to verify, through its contractor, compliance with the requirements of such City and agencies, consider inherent risks and determine whether to obtain and maintain flood insurance. Neither Developer, DRC, Board, Association (or members thereof) building contractor or brokers involved in the development of the residential area, sale of the Lot, or construction of a residence on a Lot, shall have any liability or responsibility for any such damage resulting from such water encroachment.

(ee) Notwithstanding the proximity of lakes or other amenities to the Common Areas and/or Subdivision, no Owner shall have any right of access, use or enjoyment of any lakes or other amenities outside the Subdivision.

(ff) The Developer and the Board may enforce the foregoing restrictions by levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(gg) Owners shall prevent erosion and pollutant discharges and runoff shall adhere to the National Pollution Discharge Elimination Permit requirements from the

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Lot onto the Common Areas, the Golf Course and other Lots, and shall comply with the Best Management Practices but if such erosion or discharges nevertheless occurs the same shall be immediately removed and remediated and all damages to resulting therefrom shall be fully repaired and restored (which repairs and restoration shall not relieve the Owner of the Lot from liability for any damages sustained by the owner affected Common Areas, Golf Course or Lot(s) .

(hh) No refuse, trash, or debris shall be discarded or discharged in or about the Green Areas except in designated trash bins.

(ii) If mail delivery via centralized boxes is available, no other mail boxes shall be located on the Lots. If such centralized mail delivery is unavailable, the DRC shall approve the design, appearance and location of all mailboxes erected or located on any Lot.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot, except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance; and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner, except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

11. Lawns, Landscaping and Gardens. Prior to occupancy, and in all events within 12 months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded, shall remain fully sodded at all times thereafter and irrigated; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the appropriate DRC. No lawn shall be planted with zoysia or buffalo grass. Prior to occupancy, and in all events within 12 months following commencement of construction of the residence, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Subdivision (which shall include a minimum expenditure on foundation plantings and trees in the front yard in an amount equal to at least .75% of the list sales price of the residence (including the value of the lot) on such Lot in addition to any currently existing trees or those hereafter planted by the Developer). All landscaping shall be installed in accordance with the landscaping plans approved by the appropriate DRC.

Each Lot is also required to have an irrigation system installed prior to occupancy covering the entire front, rear and side yards of the Lot and to use the irrigation system as necessary or appropriate during the late spring, summer and early fall months.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner may proceed to occupy the residence on the applicable Lot with the consent of the Association DRC, in which event the Owner shall escrow funds, in an amount (if any) and

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manner determined by the Association DRC, to assure the installation, when weather permits of the approved landscaping.

The lawn of each Lot shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

12. View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any Structure, planting material or other item on 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 effective Lot.

13. Easements for Public Utilities and Drainage; Drainage Maintenance; All Easements Not Shown on Plat. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, for surface drainage and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on any recorded plat of the Subdivision or any Common Areas. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Association and its successors and assigns, an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of performing the powers and duties of the Association and maintaining any Common Areas. Any physical damage caused in the exercise of such easement shall be repaired by and at the expense of the party exercising the easement right.

In the event Developer has placed a sign on a Lot or the Common Areas, following the transfer of title to any such Lot or the Common Areas, Developer shall have an easement for such sign to remain on any such Lot or Common Areas until Developer no longer owns and Lots.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line, and no such drainage shall be permitted onto the Golf Course

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14. Common Areas.

(a) Owners and the Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Association of any Common Areas and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Areas shall be subject to the right of the Developer to convey sewer, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Areas, as provided in Section 13 above.

(c) The Developer shall either pay for or finance as referenced in Section 20 below, the initial cost of constructing or installing amenities to the Common Areas and the street rights of way within or adjacent to the Subdivision; provided, Developer and/or the Association may install additional amenities or improvements as either elects from time to time. Developer, its contractors, subcontractors and employees thereof shall have an easement and right of access upon the Common Areas for the construction and installation of the Common Areas' improvements and amenities. Upon the completion of the construction or installation of such amenities or improvements to the Common Areas and/or street rights-of-way, then the Association shall inspect the same and notify Developer in writing within ten (10) days following Developer's request for such inspection and detail any aspects thereof which are not in reasonable condition and if the Association fails to so notify Developer of any such defects within such period, the amenities and improvements shall be deemed to be unconditionally acceptable to the Association. The Association shall be responsible, at its expense, for the maintenance and operation of such improvements and amenities. The Association shall be responsible for all costs of owning, maintaining and operating the Common Areas and right-of-way improvements, including but not limited to, all fertilizing, watering and replacement lawns, shrubs, flowers, plantings and trees following the initial planting thereof, the mowing of lawn areas, payment of taxes and assessments, paying of liability and property insurance premiums and lake and swimming pool operation, maintenance, repairs and replacements of the improvements, if applicable.

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15. DRC Matters.

(a) Two DRCs shall have responsibility for the review, approval or disapproval of plans and other information required by this Declaration relating to the construction of Structures on each Lot. One committee shall be the New Construction DRC, which shall review, approve or disapprove all matters pertaining to the initial construction and completion of the residence and related Structures on each Lot. The second committee, the Association DRC, shall review, approve or disapprove all specifications, plans and other matters pertaining to fencing; drainage matters as referenced in Section 5 (c) above and elsewhere; and (on a Lot by Lot basis) following completion of the initial residence and related Structures on a Lot, all specifications, plans and other matters for remodeling the initial residence and related Structures, including landscaping, and any additional new Structures to be constructed on such Lot.

(b) (i) The original members of the New Construction DRC shall be up to three (3) persons, to be appointed by Developer. Upon the death or resignation of any member of the New Construction DRC, or in the event Developer desires to remove any member, Developer shall appoint a successor. The decision of a majority of the New Construction DRC shall be binding; provided, the New Construction DRC may delegate its rights and responsibilities hereunder to one or more of its members from time to time. Developer may transfer its rights under this paragraph by executing and recording in the real estate records a written instrument giving notice of its intent to do so, and providing a copy thereof to an officer of the Association; in such event, the Association shall have the authority of Developer under this paragraph. The New Construction DRC may delegate its rights and responsibilities on a limited basis to the Association DRC from time to time without relinquishing its rights and powers hereunder beyond the terms of such limited delegation.

ii. The original members of the Association DRC shall be up to three (3) persons, to be appointed by the Board following its establishment. On the death or resignation of any member of the Association DRC, or in the event the Board desires to remove any member, the Board shall appoint a successor. The decision of the majority of the Association DRC shall be binding; provided the Association DRC may delegate its rights or responsibilities hereunder to one or more of its members from time to time.

(c) Each DRC shall meet as necessary to consider applications with respect to any Structures or other matters that require the approval of the applicable DRC, as provided in Section 8 above or elsewhere herein, and to consider any other matters within the authority of each DRC, as provided in this Declaration. A majority of the members of each DRC shall constitute a quorum for the transaction of business at a meeting, and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the applicable DRC.

(d) At each meeting of either of the DRCs, the members thereof shall consider and act upon written and complete applications that have been submitted to

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such committee for approval in accordance with this Declaration. In making its decisions, each committee may consider any and all aspects and factors that the individual members thereof, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of each of the DRCs shall be in writing and delivered to the applicant. Each DRC may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions.

(e) Any applicant or other person who is dissatisfied with a decision of one of the DRCs shall have the right to appeal such decision to the Board, provided such appeal is filed in writing with a member of the Board within seven days after the date the applicable DRC renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Structure. Any decision rendered by the Board on appeal of a decision of the DRC shall be final and conclusively binding on all parties and shall be deemed to be the decision of the applicable Association DRC for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the DRC, including, without limitation, requiring payment of a reasonable fee by the appealing party.

16. Golf Course. Upon acquisition of a Lot, each Owner, for himself, the members of his family, his guests and his invitees, shall be deemed to have released and agreed never to make a claim or initiate a proceeding against the Developer, the Association, or the owner or operator of the Golf Course, or their respective successors and assigns, or any of its or their employees, members, agents, owners, or contractors, for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Golf Course or in connection with the operation of the Golf Course, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties or the Golf Course for damages, equitable relief or otherwise. Each such person shall be deemed to have recognized, known and accepted all of the potential (whether foreseeable or not) damages, risks, hazards and consequences generally or specially inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitation: flying golf balls and other objects; holes, depressions and hazards; large numbers and continuous flow of players and spectators; hours of play; proximities of greens, tees, fairways and other features to residences, yards and streets; inconvenience; lakes, creeks and other waterways; golf carts; water sprinklers and distribution facilities; and the use of pesticides, herbicides, fertilizers and

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other chemicals and the health hazards related thereto (including, without limitation, allergy susceptibilities). The doctrines of strict tort liability and nuisance shall not be applicable to the operation of the Golf Course, which doctrines shall be deemed waived. Each Lot is hereby burdened with an easement allowing golf balls hit by any golfers using such golf course to come over and onto the Lot.

17. No Liability for Approval or Disapproval.

(a) Neither the Developer, nor the Association, nor any member of either DRC or the Board (or any committee thereof), shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences an arbitration proceeding or other claim or files a counterclaim in any proceeding against the Association, the Board, either or both the DRCs or any individual member, officer, director or employee thereof, and such Owner fails to prevail in such proceeding, claim or counterclaim, the Association, Board, or individual involved in such matter shall be entitled to recover from such Owner all litigation costs and expenses incurred in defending such proceeding, claim or counterclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.

18. Covenants Running with Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner, except with respect to breaches thereof committed during his ownership; provided, however, that: (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot; and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Developer, the Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions

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herein set forth, in addition to any arbitration proceeding for damages. To the extent permitted by law or equity, if the Developer or the Association shall be successful in obtaining a judgment or consent decree in any such injunctive action, the Developer and/or Association shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Association, acting upon a decision of the Board, respecting a specific violation, shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

19. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.

20. Notice of Amenity Financing. Notice is hereby given that Developer may obtain conventional mortgage secured financing in order to pay the cost of installing or constructing amenities within the Common Areas for the use and benefit of the Members. Assessments collected by the Association under the Association Declaration shall be utilized for repayment of such financing in accordance with the terms of such financing.

21. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect for twenty years from the execution date and shall automatically be continued thereafter for successive periods of ten years each; provided, however, that the Owners of at least a majority of the Lots within the Subdivision as then constituted may release the

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Subdivision, from all or part of such provisions as of expiration date, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to expiration, or to a subsequent expiration date, whichever is applicable.

The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by: (i) the Owners of at least two thirds (2/3) of the Lots within the Subdivision as then constituted; and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if, after the recording of the Certificate of Substantial Completion, the Association.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose. No such amendment by the Developer shall require the consent of any Owner.

(c) If the rule against perpetuities is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the now-living children and grandchildren of the individuals signing this Declaration on behalf of the Developer as of the date of such execution.

22. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision, and to the operation of the provisions of this Declaration, other lands by executing, acknowledging and recording a written instrument, subjecting such land to all of the provisions hereof, as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion. Developer intends to annex lands to the Subdivision.

23. Miscellaneous.

(a) *Severability.* Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

(b) *Interpretations of Restrictions.* In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Subdivision. It is not the intent of this Declaration to interfere with any

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provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

(c) *Construction and Validity of Restrictions.* All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

(d) *Waiver and Exceptions.* The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Subdivision or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

(e) *Titles.* All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

(f) *Singular and Plural, Masculine and Feminine.* The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

(g) *Mortgage Protection Clause.* No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

(h) *Enforcement and Arbitration.*

A. THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PERSONS REFERENCED HEREIN. The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by, through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof (but no

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restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during the term of its, his or their ownership of a Lot).

B. The Developer, the Owner or Owners of any of the Lots and the Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein and any Guidelines, rules or regulations established as permitted herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or all or any portion of the Common Areas, or the condition thereof, and (c) any claim asserted by the Association, an Owner or Owners, former Owner(s), contract purchasers, any real estate broker, agent or sales person participating in the sale of a Lot, against Developer for any reason shall be resolved solely and exclusively by arbitration in accordance with the Missouri Uniform Arbitration Act (the "Act"), as modified from time to time, in accordance with the procedure set out below. However, the provisions of this Section 23(h)A. shall not either prevent a party from obtaining a temporary injunction from a court of general jurisdiction pending designation of the arbitrators, from foreclosure or enforcement of any liens established pursuant to this Declaration or from enforcement of any order or decision of the arbitrators as provided herein. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

i. Any of the aforementioned parties may request arbitration of any matter in dispute. The party requesting arbitration shall do so by giving written notice to the other party/parties, specifying in the notice the name and address of the person designated to act as arbitrator on the first party's behalf. Within ten (10) days after the service of this notice, the other party/parties shall give notice to the first party, specifying the name and address of the person designated to act as arbitrator on the second party's/parties' behalf. If the second party/parties fails to notify the first party of the appointment of such party's arbitrator within the time specified, then the first arbitrator appointed shall appoint the second arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and the two arbitrators shall together appoint a third arbitrator. If the two arbitrators are unable to agree upon that appointment within twenty (20) days after the appointment of the second arbitrator, then the parties to such dispute may apply, upon notice to the other party, to the Missouri Circuit Court located in the County in which the Subdivision is located for the appointment of the third arbitrator. In rendering their award, the arbitrators shall have no

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power to modify any of the covenants, conditions and restrictions contained herein.

(ii) The arbitrators so selected must be at least thirty-five (35) years old; may not be an Owner or occupant of a Lot; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.

(iii) Each party to an arbitration proceeding hereunder may be represented by an attorney, seek subpoenas, may be heard, present evidence and cross-examine witnesses and shall have the right to adjournment for good cause.

(iv) The arbitrators may grant any remedy or relief the arbitrators deem just and equitable and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Missouri. If as part of any award any party is ordered to pay another party money, the amount to be so paid shall accrue interest at the rate of 15% per annum from 15 days following the date of the award until the same is paid in full.

(v) The losing party in any such arbitration proceeding, as determined by the arbitrators, shall pay the prevailing party's costs and expenses of such arbitration, including, without limitation, reasonable attorneys' fees and costs. If no party is determined to have prevailed in such arbitration proceeding, then each party shall pay the fees and expenses of the original arbitrator appointed by that party; the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties; and each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof, and the costs and expenses related thereto.

(i) *Exclusion of Applicability.* The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Subdivision, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily convenient for the business of Developer.

(j) *Subdivision Disclosure And Purchaser Acknowledgment.* Developer has prepared a Subdivision Disclosure And Purchaser Acknowledgment concerning Staley Farms Addition ("Disclosure"), which discloses important information concerning the

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Subdivision. The Disclosure is subject to change from time to time by the Developer or the Association. At the time any Owner transfers legal title to a Lot, such Owner shall, as part of the transaction, cause its transferee to execute the Disclosure and return the same to the Developer or the Association.

(k) *Providing Grading Information to Owner; Enforcement.* The Association shall designate a committee of members to meet with new Lot Owners for the purposes of informing them regarding grading and drainage matters concerning the Lots. Such educational process is vital in order to avoid water drainage problems within the Subdivision. Either before or promptly following the purchase of a Lot, each person must contact a representative of the Association and asked to be informed concerning grading and drainage matters. The Association shall strictly enforce the grading and drainage requirements provided for in this Declaration.

(l) *Electrical Retail Wheeling.* While not applicable as of the date hereof, it is possible in the future that either the Developer or the Association shall contract with an electrical supplier to supply electricity to all Lots and the Common Areas. It is anticipated such a contractual arrangement will require that all residences on the Lots to solely utilize electricity supplied from such supply source for the duration of such contract and each Owner shall comply with such requirements. Additionally, in the event the electrical supplier, as part of its supply contract with either the Developer or the Association, pays Developer or the Association any funds, then the Association shall reimburse the Developer for any deposits or payments paid by Developer to permit or arrange for electrical services to the Subdivision and any excess funds shall be remitted or retained by the Association.

(m) *Conflict in Declarations.* In the event of any conflict between the provisions of this Declaration and those contained in the Association Declaration, the terms hereof shall control.

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IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

DEVELOPER:

Intell Staley Farms LLC,
By Missouri Golf Development, LLC
Its Authorized Member

By: [Signature]
Name: Tom Herink
Title: Authorized Member

STATE OF Missouri
COUNTY OF Platte) ss:

BE IT REMEMBERED, that on this 30th day of May, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared Tom Herink, as Authorized Member, as above, of Intell Staley Farms LLC, a Missouri limited liability company, personally known to me to be such Manager and the same person who executed as such, the above and foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My appointment expires:

M. BURNS
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Aug. 23, 2005

[Signature]
NOTARY PUBLIC

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Exhibit A

Legal Description

8K4174 PG483

All that part of the Northeast Quarter and Southeast Quarter of Section 25, the Northeast Quarter of Section 36, all in Township 52, Range 33, all that part of the Southeast Quarter and Southwest Quarter of Section 30; the West one-half of the Northeast Quarter of Section 31, the Northwest Quarter of Section 31, all in Township 52, Range 32, all being in Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 36, Township 52, Range 33; thence North 89°15'00" West, along the South line of said Northeast Quarter, 2613.27 feet to the Southwest corner of said Northeast Quarter; thence North 0°27'00" East, along the West line of said Northeast Quarter, 2636.27 feet to the Southwest corner of the Southeast Quarter of Section 25; thence North 0°43'50" East, along the West line of the Southeast Quarter of said Section 25, 2663.90 feet to the Southwest corner of the Northeast Quarter of said Section 25; thence North 0°42'59" East, along the West line of the Northeast Quarter of said Section 25, 187.07 feet to its intersection with the Westerly prolongation of the Northerly right-of-way line of Staley Road, as now established; thence South 87°08'01" East, along said Northerly right-of-way line, 799.78 feet; thence South 66°31'01" West, along said Northerly right-of-way line, 1518.83 feet; thence South 60°30'55" East, 493.32 feet to a point on the East line of said Section 25; thence South 0°30'16" West, along said East line, 1431.02 feet; thence South 89°45'58" East, 15.30 feet to a point on the centerline of Staley Road, as now established; thence South 0°32'19" West along said centerline, 2.73 feet; thence Southeasterly along said centerline, on a curve to the left, tangent to the last described course, having a radius of 150.00 feet, an arc distance of 235.61 feet; thence South 89°27'28" East, along said centerline, 1975.51 feet; thence Easterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 164.72 feet; thence South 57°59'55" East, along said centerline, 342.63 feet; thence Southeasterly, along said centerline, on a curve to the left, tangent to the last described course, having a radius of 966.70 feet, an arc distance of 264.05 feet; thence Southeasterly, along said centerline, on a curve to the right, having a common tangent with the last described course, having a radius of 1042.61 feet, an arc distance of 168.93 feet; thence South 64°21'55" East, along said centerline, 173.14 feet; thence Southeasterly, along said centerline, along a curve to the left, tangent to the last described course, having a radius of 1507.54 feet, an arc distance of 189.88 feet; thence South 71°34'55" East, along said centerline, 401.68 feet; thence Southeasterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 146.73 feet to a point on the East line of the West one-half of the Northeast Quarter of said Section 31; thence South 0°29'35" West, along said East line, 2357.74 feet to the Southeast corner of said West one-half; thence North 88°53'06" West, along the South line of said Northeast Quarter, 1313.01 feet to the Southeast corner of the Northwest Quarter of said Section 31; thence North 88°53'06" West, along the South line of said Northwest Quarter, 2514.42 feet to the Point of Beginning. Except that part granted to Missouri Public Service Company as contained in the Report of Commissioners recorded in Book 1102, at Page 436, being described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section 36, said point being 64.00 feet South of the Northwest corner of said Northeast Quarter; thence South 89°23'36" East, 200.00 feet; thence North 0°27'00" East, 64.00 feet to a point on the north line of said Northeast Quarter; thence South 89°23'36" East along said North line, 400.00 feet; thence South 0°27'00" West, 214.00 feet; thence North 89°23'36" West, 400.00 feet; thence North 0°27'00" East, 130.00 feet; thence North 89°23'36" West, 200.00 feet to a point on the West line of said Northeast Quarter; thence North 0°27'00" East, along said West line 20.00 feet to the Point of Beginning. Containing 567.50 acres, more or less. Except that part on the West in North Woodland Avenue, that part in South 100th Street, and that part lying in Staley Road.

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Exhibit B

Example of Lot Drainage Requirements

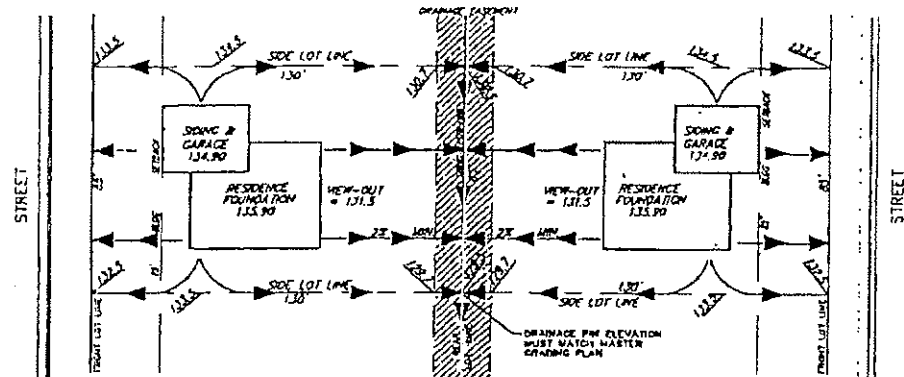
BK 4174 PG 484

BK4174 PG485

Clay County Missouri **LOT DRAINAGE REQUIREMENTS** Unofficial Document

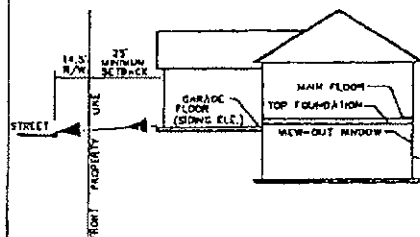
GENERAL NOTES:

1. LOT OWNER SHALL BE RESPONSIBLE FOR VERIFYING THAT THE REAR LOT DRAINAGE PINS ARE ESTABLISHED AND MATCH THE MASTER GRADING PLAN.
2. TOP OF FOUNDATION, GARAGE FLOOR AND VIEW-OUT/WALK-OUT ELEVATIONS MUST MATCH ELEVATIONS ON THE MASTER GRADING PLAN.
3. GRADE AT VIEW-OUT ELEVATION MUST BE 6" LOWER THAN THE ELEVATION OF THE BOND.
4. GRADE AT WALK-OUT ELEVATION MUST BE 4" LOWER THAN THE ELEVATION OF THE WALK-OUT.
5. LOT OWNER MUST BE ABLE TO IDENTIFY BOND LINE BETWEEN THE DRAINAGE PINS AT THE DRAINAGE FLOW LINE.
6. ALL FENCES CONSTRUCTED ON REAR LOT LINES OR IN DRAINAGE CASEMENTS MUST MAINTAIN A MINIMUM OF 1" CLEARANCE TO AB TO NOT RESTRICT DRAINAGE FLOW FROM LOT TO LOT.
7. NO LANDSCAPE BEDS, SHROUBS OR ANY OTHER STRUCTURES ARE ALLOWED TO BE BUILT IN THE DRAINAGE CASEMENTS.
8. LOT OWNERS MAY VERIFY ELEVATIONS FROM LOT FROM THE MASTER GRADING PLAN.
9. ARROWS INDICATE DIRECTION OF FLOW.
10. ELEVATIONS SHOWN ON PLANS AND ILLUSTRATION ONLY, SEE MASTER FOR ELEVATIONS RELATIVE TO YOUR.
11. IF LOT OWNER ENCOUNTERS ANY PRO OR QUESTIONS THEY MUST CONTACT THEIR HOMEOWNER'S ASSOCIATION.

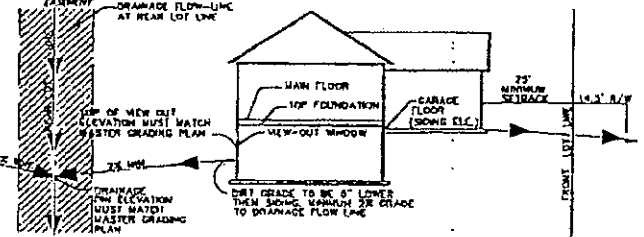


TYPICAL LOT GRADING PLAN
 FLOW-LINE AT REAR LOT LINE

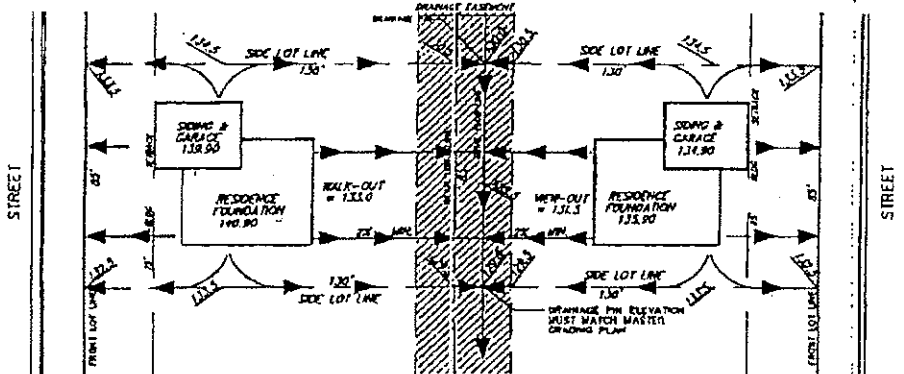
TYPICAL LOT GRADING PLAN
 FLOW-LINE AT REAR LOT LINE



TYPICAL VIEW-OUT SECTION
 FLOW-LINE AT REAR LOT LINE

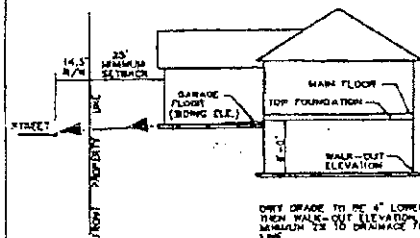


TYPICAL VIEW-OUT SECTION
 FLOW-LINE AT REAR LOT LINE

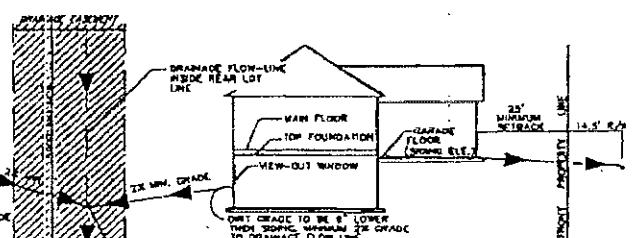


TYPICAL LOT GRADING PLAN
 FLOW-LINE OUTSIDE REAR LOT LINE

TYPICAL LOT GRADING PLAN
 FLOW-LINE INSIDE REAR LOT LINE



TYPICAL WALK-OUT SECTION
 FLOW-LINE OUTSIDE REAR LOT LINE



TYPICAL VIEW-OUT SECTION
 FLOW-LINE INSIDE REAR LOT LINE

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S42360

STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. REC'D

2003 DEC 12 A 10:36 P

BOOK# 4441 PAGE# 815
ROBERT T. SEVIER
RECORDER OF DEEDS

By Mandy
Metcalf Repert

BK 4441 PG 875

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms
2. Date of Document: November 6, 2003
3. Grantor(s): Intell Staley Farms LLC
4. Grantee(s): ~~N/A~~ STALEY FARMS (72)
5. Statutory Mailing Address(s): c/o Intell Management
225 West 86th
New York, New York 10024
6. Legal Description: See Exhibit A and C attached
7. Reference Book and Page(s): Book 3456, Page 70

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

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR STALEY FARMS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR STALEY FARMS ("Declaration") is made as of the 6th day of November, 2003, by Intell Staley Farms LLC, a Missouri limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recording Office (as hereafter defined) plats of the Subdivision (as hereafter defined) known as "Staley Farms"; and

WHEREAS, Developer has executed and filed a Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms dated October 8, 2001 with the Recording Office in Book 3456 at Page 70, as Document No. 078400 (the "Original Declaration"), has executed and filed a Supplementary Declaration and First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms, dated December 4, 2002, with the Recording Office in Book 3891 at Page 738 as Document No. R53711 and has filed the Original Declaration to encumber additional plats in the Subdivision (collectively, "Supplemental Declarations"); and

WHEREAS, the Original Declarations and the Supplemental Declarations, (collectively, the "Declaration"), place certain restrictions on the land legally described in **Exhibit "A"** attached hereto and incorporated herein to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of Developer and its grantees, successors and assigns; and

WHEREAS, Developer desires to amend and restate the Declaration in its entirety as provided herein, and record the same on all property currently platted in the Subdivision as described on **Exhibit "A"**.

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its grantees, hereby amends and restates the Declaration as follows:

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Association" means the Staley Farms Homeowners' Association, a Missouri not-for-profit corporation, its successors and assigns.

(b) "Association Declaration" means the Staley Farms Area Homeowners' Association Declaration, to be amended and restated and recorded simultaneously herewith, relating to the Association of which each Owner is a member.

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(c) "Association DRC" shall mean and refer to the Design Committee responsible for all matters pertaining to fences, certain drainage matters, and for construction and modifications of Structures following completion of the initial residence and related improvements on Lots and Townhome Property, all as referenced in Section 15 hereof, together with other responsibilities as provided elsewhere herein.

(d) "Board" means the Board of Directors of the Association.

(e) "City" means the City of Kansas City, Missouri.

(f) "Common Areas" means: (i) the Reserves; (ii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Association, at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision; (iii) all platted and other landscape easements that may be granted to the Developer and/or the Association, for the use, benefit and enjoyment of all Owners within the Subdivision, whether or not such easements are in the Subdivision; (iv) all recreational areas, including the community center, swimming pool, tennis courts and playground and related improvements located on land which constitutes Common Areas; and (v) all other similar areas and places, together with all improvements thereon and thereto, expressly intended for the use, benefit or enjoyment of which is intended for all of the Owners within the Subdivision, whether or not "Common Areas" are located on any Lot or on the Townhome Property. **The Golf Course and related amenities, including the clubhouse, are not part of the Common Areas or the Subdivision.**

(g) "Developer" means Intell Staley Farms, LLC, a Missouri limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term "Developer" as used herein shall thereafter refer to both the Developer and all successor Developers unless the context clearly means otherwise.

(h) "Development Period" means the period ending on the date that (i) Developer no longer owns any Lots or Townhome Units, or (ii) Developer voluntarily surrenders such power.

(i) "DRC" means the Association DRC and/or the New Construction DRC, as applicable, according to the context.

(j) "Golf Course" means the golf course known as the "Staley Farms Golf Club" located adjacent to the Subdivision which is owned and operated by third parties.

(k) "Guidelines" means the Design Review Guidelines established and amended from time to time by the Developer or, after Developer has transferred its rights to designate the members of the New Construction DRC as referenced in Section 15(b)(i), the Board. The Guidelines may apply to groupings or plats of Lots and Townhome Units as determined by the Developer or Board, as applied in its sole discretion.

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(l) "Lot" means any lot as shown on the Master Plan of the Subdivision, as such Master Plan may be amended from time to time, including any lot shown as a separate lot on the Plat of all or part of the Subdivision, excluding, however, any Lot which is expressly designated as part of the Common Areas. If an Owner, other than the Developer, owns adjacent Lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of annual and special assessments and other payments due hereunder, payments shall be paid by such Owner for each whole Lot as provided herein and shall be paid as to any partial Lot(s) on a proportionate basis, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(m) "New Construction DRC" shall mean and refer to the Design Committee responsible for all matters pertaining to the construction of the initial residence and related improvements as referenced in Section 15 hereof, together with other responsibilities as provided elsewhere herein.

(n) "Owner" means the record owner(s) of title to any Lot or Townhome Unit, including the Developer, and for all obligations of the Owner hereunder, shall include all the purchasers under a contract for deed who are in possession of a Lot or Townhome Unit and exclude contract sellers who are not in possession of a Lot or Townhome Unit.

(o) "Plat" means any plat filed with the City of Kansas City relating to any property located within the Subdivision, together with any additional lands annexed pursuant to Section 22 hereof.

(p) "Recording Office" means the office of Recorder of Deeds of Clay County, Missouri.

(q) "Reserves" means the Private Open Space designated on any Plat, and all additional areas which may be made subject to this Declaration in the manner provided herein.

(r) "Resident's Club" shall mean the building located at 10301 N. Olive Ave., Kansas City, Missouri 64155.

(s) "Structure" means any structure erected or maintained on a Lot or on the Townhome Property, and shall include, without limitation, any residence and appurtenant improvements, any deck, gazebo, greenhouse, doghouse, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal (permitted in rear of yard only), flag pole, mailbox and related structure, swingset, trampoline, sand box, playhouse, treehouse, jungle gym, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard décor and any change to the topography of the Lot or Townhome Property.

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(t) "Subdivision" means collectively all of the above-described Lots, all Common Areas, all of the Townhome Property and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(u) "Townhome Developer" means any developer or builder of the Townhome Property.

(v) "Townhome Property" means all of the real property described in Exhibit "C" attached hereto.

(w) "Townhome Unit" means any Single-Family living unit located upon the Townhome Property.

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots or Townhome Property may be improved, used or occupied for other than single family, villa, or townhome used for private residential purposes as specified in the Guidelines. No trailer, outbuilding or Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or Townhome Property, or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer, or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer, from using trailers or temporary buildings or structures or any residence or clubhouse for model, office, sales or storage purposes until the last Lot and Townhome Unit in the Subdivision is sold and the last residence is constructed in the Subdivision.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto constructed or installed on any Lot or Townhome Property shall be of stucco, brick, stone, wood shingles, masonite or wood lap siding, plate glass, glass blocks, or any combination thereof. Developer reserves the right to approve all other materials. Except as specifically approved in writing by the DRC, no exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, four feet by eight feet panels. All windows shall be constructed of glass, wood, fiberglass, vinyl or vinyl clad, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, fiberglass, vinyl or vinyl, colored metal (other than silver) and glass, or any combination thereof. Each residence shall, unless otherwise approved by the DRC, include a poured concrete basement which shall contain a floor area comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of porches and garages. Roofs shall be covered with an "Approved Composite" 40 year asphalt shingle, weathered wood blend in color, or such other material that the DRC shall approve. No flat roof shall be permitted except with the written permission of the DRC. The Guidelines may establish in writing a list of the specific types, colors and other aesthetic factors of the materials to be used for composite, slate, tile, clay and concrete roofs within the Subdivision (whether as part of new construction or reroofing). The

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Guidelines may generally specify the characteristics of the permitted roofing materials and/or specifically approve certain products by manufacturer name and product name, color, etc. The DRC shall have the right to establish and to alter the Guidelines (by addition or deletion) from time to time in its discretion. No supplemental recording shall be required for the Guidelines to be effective.

Notwithstanding the foregoing provisions of this subsection (a), requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the DRC in its absolute discretion, shall be acceptable upon written approval by the DRC in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the DRC shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.

(b) All applicable exterior components (excluding roofs, brick, stone, stucco and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) or stain. All exterior basement foundations and walls, which are exposed in excess of 12 inches above final grade, shall be painted the same color as the residence or covered with siding compatible with the structure.

(c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence without specific approval of the DRC.

(d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue, and all fireplace flues shall be capped with a black or color-conforming metal rain cap.

(e) Except as otherwise permitted by the Association DRC in writing, all residences shall have a house number plate in the style(s) approved by the Association DRC, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the Association DRC.

(f) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.

(g) All residences shall have at least a two-car garage. No carports are permitted.

4. Minimum Floor Area. The Developer shall specify in the Guidelines the minimum required square footage of finished floor area for each residence to be on each Lot or for each Townhome Unit. The Guidelines may provide different requirements for each Plat.

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Finished floor area shall exclude any finished attics, garages, basements (including lower level of a so-called reverse one and one-half story) and similar habitable areas. The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

5. Approval of Plans; Post-Construction Changes; Grading.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above and except as provided elsewhere herein, no Structure may be erected upon or moved onto any Lot or the Townhome Property unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, and lot grading plan have been submitted to the New Construction DRC. Submittal of such plans shall be at least 10 business days before Owner intends to commence work. No work may be commenced until the plans have been approved in writing by the New Construction DRC. Prior to the implementation of the general landscaping and application of exterior colors, plans reflecting the same shall be submitted to the New Construction DRC. Submittal of the general landscaping plan and application of exterior colors shall be at least 10 business days before Owner intends to commence work. No work may be commenced until such plans have been approved in writing by the New Construction DRC. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been approved by New Construction DRC according to the procedure set forth above. All building plans and plot plans shall be designed to minimize the removal of existing trees.

(b) Following the completion of construction of any Structure, no significant landscaping change (including one which affects drainage from the Lot or Townhome Property), significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Association DRC. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Association DRC.

(c) All final grading of each Lot and of the Townhome Property shall be in accordance with the master grading plan approved by the City. From and after the date of commencement of construction of improvements on a Lot or on the Townhome Property, the Owner of such Lot, or the Townhome Developer, as applicable, shall cause such Lot or Townhome Property to be graded so as to comply strictly with the grading plans. Attached hereto as **Exhibit "B"** is an Example of Lot Drainage Requirements which illustrates drainage requirements applicable to typical residential lots (including those on which view out and walk out basements are constructed) and the location of grading and drainage pins at the rear lot lines to establish that the minimum required grading levels for the rear yard are in place. No landscaping, berms, fences or other structures shall be installed or maintained that impedes the flow of surface water. Fences shall be at least four inches ("4") above ground level. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading plan for any

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Lot or for the Townhome Property shall be made without the prior written approval of the Association DRC and, if necessary, the City. The Association DRC and the Developer shall have no liability or responsibility to any contractor, Owner or other party for the failure of a contractor, Owner or the Townhome Developer to final grade or maintain any Lot or the Townhome Property in accordance with the master grading plan. The Developer and/or the Association DRC or persons designated by any of them shall have the right to enter upon any Lot or the Townhome Property upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot or the Townhome Property is in compliance with such drainage guidelines, standards and plans. A determination by the Association DRC concerning whether or not a Lot or the Townhome Property is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners and the Townhome Developer and; provided, so long as Developer owns a Lot, the Developer (due to the unique expertise of its owners, managers, and/or officers) shall have the right to override any decision of the Association DRC under this subsection upon the specific request of any Owner or the Townhome Developer and, in the event Developer so overrides a specific decision of the Association DRC, any subsequent reference in this subsection to the Association DRC shall refer to the Developer in lieu of the Association DRC as to the specific decision in question. In the event at any time the Association DRC determines that a Lot or the Townhome Property is not in compliance with the aforesaid guidelines, standards and plans, the Association DRC shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If fifteen (15) days after the notice of such violation, or such additional time as may be specified by the Association DRC, the Owner of such Lot (or the Townhome Developer with respect to the Townhome Property) shall have not have taken reasonable steps to correct the same, the Association DRC shall have the right, through its agents and contractors, to enter the Lot or the Townhome Property and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot (or Townhome Property) so corrected shall reimburse the Association for the costs of such compliance and pay the Association a fee equal to 20 percent of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Board may thereafter establish a special assessment applicable to such Lot or Townhome Unit for the costs thereof and enforce the same as provided in the Association Declaration. ***Developer recommends that any time a Lot is surveyed for the Owner, whether in connection with mortgage financing or otherwise, that the surveyor verify that the grading and drainage pins located in the rear of the Lot are at the elevations required by the master drainage plan referred to above. It shall not be Developer's obligation to enforce compliance with the master grading and drainage plans.***

6. Set Backs. No residence, or any part thereof (exclusive of stoops, balconies, bay. and other windows, eaves, chimneys and other similar projections), or Structure, or any part thereof, shall be nearer the street line or the rear boundary Lot (or property) line than the building set back lines shown on the Plat for such Lot (or for the Townhome Property); provided, however, that the New Construction DRC shall have the right to decrease, from time to time and in its absolute discretion, the set back lines for a specific Lot, to the extent they are greater than the minimum set backs required by the City, by filing an appropriate instrument in writing at the

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Recording Office. Side yard set back distances shall be established by the Guidelines and such Owner shall strictly comply therewith.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence and related appurtenances on a Lot shall be commenced within 60 days following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within 12 months after such construction commencement. In the event such construction is not commenced within such 60 day period (or written extension thereof, if any, signed by Developer), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at 95% of the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

8. Structures.

(a) Except as otherwise provided herein, no Structure shall be erected upon, moved into or maintained upon any Lot or the Townhome Property except: (i) strictly in accordance with and pursuant to the prior written approval of the applicable DRC as provided in Section 15 hereof as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme; and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the DRC shall not be required for: (A) any Structure erected by or at the request of the Developer; or (B) any Structure that has been specifically approved by the Developer or the appropriate DRC prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer or the DRC, and has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Structures, and the appropriate DRC, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Structure notwithstanding such otherwise compliance.

(b) (i) Perimeter fencing of the Lots is discouraged, but may be allowed by the Association DRC, in its discretion, on a Lot-by-Lot basis; provided no perimeter fencing may be placed on a Lot which is in whole or in part adjacent to the Golf Course or in whole or part adjacent to a lake. All fences shall be constructed only of wrought-iron (or similar) materials in the specific style(s) and color(s) approved by the Association DRC. All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood or interfere with drainage. No chain link or similar fence shall be permitted. No fence may be installed in any platted landscape easement. Unless and until otherwise specifically approved in writing by the Association DRC, (A) no fence, boundary wall or privacy screen shall exceed four feet in height,

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except fences installed immediately adjacent to swimming pools and hot tubs (B) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Association DRC) of the residence, (C) no wood fence may be used as a perimeter fence around the Lot, (D) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools and hot tubs, (E) all perimeter fences must be joined to or abutting any previously existing fences on adjacent Lots, (F) all fences shall be stair-stepped to follow the grade of the Lot.

(ii) Except where specifically authorized by the Association DRC in writing, all recreational or play structures shall be made of materials approved in writing by the Association DRC and shall be located behind the rear corners (as determined and as staked by the Association DRC) of the residence. Jungle gyms are discouraged on Lots bordering in whole or in part on the Golf Course, due to the proximity of play and the threat of errant ball shots. In no event shall a jungle gym or other play structure be located within 20 feet of the Golf Course boundary. Any jungle gym, play structure or other equipment located on a Lot that borders in whole or in part on the Golf Course must be screened from view of the Golf Course based upon the following criteria:

(1) The depth of the Lot and its position on the Golf Course must allow such equipment to be located in a manner that does not interfere with or obstruct the Golf Course.

(2) The equipment must be screened by adequate landscaping (as determined and approved by the Association DRC) to provide a safety barrier and to eliminate aesthetic concerns.

Final approval and placement of all jungle gyms, play structures or other equipment will be at the discretion of the Association DRC. Placement of such equipment shall be at the sole risk of Owner.

(iii) No aboveground-type swimming pools shall be permitted. All swimming pools shall be fenced, and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(iv) No Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

(v) Front yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.

(vi) In the event of the construction of any retaining walls the plan and materials utilized must be previously approved in writing by the appropriate DRC.

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(vii) All basketball goals shall be either white or glass and shall be placed or installed only in the rear yard, unless otherwise approved by the Association DRC. No "home-made" basketball backboards or supports shall be permitted. All basketball goals and supports shall be first approved by the Association DRC. All recreation and play equipment shall be located in the rear of the Lot including basketball goals.

(viii) No storage sheds may be constructed.

(ix) No dog runs shall be constructed or maintained.

(x) Any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type shall be deemed a Structure that is subject hereto.

(xi) No window shall contain any reflective material such as aluminum foil.

(xii) Pool buildings or gazebos may be constructed within any rear yard setback area applicable to the Lot; provided that the same shall not exceed one story in height and are allowed by applicable building codes.

(xiii) All firewood stacks in excess of two cords of wood shall be screened from view from neighboring Lots.

(xiv) All forms of sculpture or "yard art" must first be approved by the Association DRC prior to installation.

(xv) Each residence shall include an add on heat pump as specified in the Guidelines.

(xvi) All dwellings built on any Lot shall meet or exceed the inside minimum grade 1 requirements of the Residential Telecommunications Cabling Standard, ANSI/TIA/EIA-570-A (or current standard), for low voltage wiring.

(c) No fence, boundary wall or other Structure installed by or for the Developer or Association anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Developer, or following the date Developer transfers its rights under Section 15(b)(i) to the Board, then the Board.

(d) The Developer, New Construction DRC and Association DRC may establish design guidelines and supplement, revise and modify the same from time to time.

9. Buildings or Uses Other Than for Residential Purposes; Maintenance; Noxious Activities; Miscellaneous Restrictions. Except as otherwise specified in this Declaration or as authorized herein or by the Declarant or the Board,

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(a) Home occupations may be conducted within a residence or appurtenant Structure on any Lot or in any Townhome Unit so long as such activity (i) does not violate applicable laws, ordinances or codes; (ii) does not include the employment of any additional person or persons in performance of such activities; (iii) such business activity does not include noise, odors, lighting or otherwise annoy or potentially annoy persons residing in the vicinity thereof as determined by the Board in its sole discretion; and (iv) does not result in substantial traffic (that is, except in certain circumstances otherwise determined by the Board to be appropriate to the applicable parking limitations, no more than four vehicles shall be parked at the residence by visitors at any one time).

(b) Each Owner (other than Developer; provided it shall cause all Lots owned by it to be mowed periodically) shall keep all Lots owned by it, and Townhome Developer shall keep (or cause to be kept by a Townhome Association), the Townhome Property, and all improvements therein or thereon, in good order, repair and condition, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Subdivision and in compliance with all decisions of the DRC, the Developer or the Board as provided elsewhere herein, including, but not limited to, decisions of the DRC under Section 15 hereof. If, in the opinion of the Board, any Owner or Townhome Developer or Townhome Association, as applicable, fails to perform the duties imposed by the preceding sentence, the Board, after approval by at least a two-thirds of the Board members, and after fifteen (15) days' written notice to Owner or Townhome Developer or Townhome Association, as applicable, to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot or Townhome Property in question and to repair, maintain, repaint and restore the Lot or Townhome Property, or such improvements, and the cost thereof, together with a fee in the amount of 20% of such amount thereof, shall be a binding personal obligation of such Owner, and the Association may establish a special assessment on such Lot or Townhome Property for the such aggregate amount. Each residence shall be repainted by the Owner (or Townhome Developer or Townhome Association, as applicable) every four years (or less as needed). Any exterior color change must be approved in advance in accordance with Section 5(b).

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Motor vehicles shall be parked overnight in garages or on paved driveways only.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or more are prohibited, except during such time as such truck is actually being used for the specific purpose for which it is designed.

(f) Recreational motor vehicles of any type or character are prohibited except:

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- (i) Storing in an enclosed garage;
- (ii) Temporary parking for the purpose of loading and unloading (maximum of one overnight every 14 days);
- (iii) Guests of the Owners of the applicable Lot or Townhome Unit may park thereon for a maximum of three continuous days; or
- (iv) With prior written approval of the Association DRC.

(g) Except as provided in subsection (f) above, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored over night on any Lot or the Townhome Property, except in an enclosed garage.

(h) No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Association DRC shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots and Townhome Units. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 19 inches in diameter) may be installed, without the specific approval of the Association DRC, so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners.

(i) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

(j) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior landscaping lighting must be approved in advance by the Association DRC.

(k) No garage sales, sample sales or similar activities shall be held within the Subdivision except twice a year during a weekend specified by the Board for Subdivision-wide garage sales.

(l) No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

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(m) All residential service utilities shall be underground, except with the approval of the Developer.

(n) In the event of vandalism, fire, windstorm or other damage, no residence or Structure shall be permitted by the Owner to remain in damaged condition for longer than three months (except with the specific written consent of Board).

(o) No underground fuel storage tanks of any kind shall be permitted.

(p) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot or Townhome Property except that:

(i) One sign not more than three feet high or three feet wide, not to exceed a total of six square feet, may be maintained offering the residence for sale. For newly-constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a real estate brokerage company is involved. No signs offering a residence for rent shall be allowed in the Subdivision.

(ii) One political sign per candidate or issue not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Lot or Townhome Unit for up to three weeks before the election but must be removed within 24 hours after the election.

(q) No sign shall be placed or maintained in any Common Areas without the approval of the Association DRC.

(r) No trash, refuse, or garbage can or receptacle shall be placed on any Lot or Townhome Unit outside a residence, except after sundown of the day before or upon the day for regularly-scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Notwithstanding the

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existence of a lease, the Owner shall remain liable for all obligations, including, without limitation, the payment of dues, under this Declaration with respect to the Lot or Townhome Unit.

(u) Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Subdivision.

(v) No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Areas, street rights-of-way, the residence, Lot or Townhome Unit of any other Owner. Specifically, each Owner shall repair any damage sustained to any other Lot or Townhome Unit, Common Areas or street right-of-way in connection with the construction of Structures on such Owners' Lot or Townhome Unit, including, but not limited to, damage to lawn areas, landscaping and sprinkler systems as a result of the installation of sanitary sewer or heat pump lines or other construction or excavation activities. Owners are hereby advised that DIG SAFE service which may be consulted in advance of excavation to locate existing utility lines does not identify sprinkler system lines which have been installed.

(w) No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot or on the Townhome Property without the prior written approval of the New Construction DRC. Detached garages, storage buildings, and other buildings constructed on a Lot or on the Townhome Property shall be constructed with the same material as the residence and must be approved by the DRC.

(x) No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot or on the Townhome Property without written permission of the Association DRC.

(y) No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot, the Townhome Property, or any building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

(z) No fence, masonry wall, hedge or mass planting shall be permitted to extend to the front of a residence on a Lot or the Townhome Property unless approved by the DRC. No hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct sight lines at any corner. Trees, shrubs and other plants which die shall be promptly removed from the Subdivision.

(aa) Except as authorized by the Board, no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

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(bb) No lake, pond, stream or water drainage facilities, natural or erected within the Common Areas, shall be disturbed other than by Developer or the Board. Any use of any lake, pond or other body of water shall be in strict compliance with the rules and regulations adopted from time to time from the Board. Fishing in any body of water, if any, within the Common Areas will only be permitted at such times and at such places to the extent, if any, permitted by the rules and regulations adopted by the Board from time to time concerning such use.

(cc) Notwithstanding anything to the contrary appearing elsewhere in this Declaration, any Lot or Townhome Unit owned by Developer, or any person or entity so authorized by Developer, may be used for a model home or for a real estate or administrative office pertaining to the development of the Subdivision (including temporary, mobile, modular, prefabricated or a permanent Structure) until all the Lots have been sold for construction of residences thereon and until all Townhome Units have been sold.

(dd) Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the residence, yard, trees, vegetation, fences, gazebos, patios, playground equipment or other improvements. Some Lots may have previously been located in a designated flood plain, in which situations the Developer, or another party, has caused the same to be removed from the flood plain by increasing the elevation thereof with fill as required by the City, the Missouri Department of Natural Resources and the Federal Emergency Management Agency. Prior to construction of a residence or other structures on any such Lot, the Owner thereof is encouraged to verify, through its contractor, compliance with the requirements of such City and agencies, consider inherent risks and determine whether to obtain and maintain flood insurance. Neither Developer, DRC, Board, Association (or members thereof) building contractor or brokers involved in the development of the residential area, sale of the Lot, or construction of a residence on a Lot, shall have any liability or responsibility for any such damage resulting from such water encroachment.

(ee) Notwithstanding the proximity of lakes or other amenities to the Common Areas and/or Subdivision, no Owner shall have any right of access, use or enjoyment of any lakes or other amenities outside the Subdivision.

(ff) The Developer and the Board may enforce the foregoing restrictions by levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

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(gg) Owners (and the Townhome Developer) shall prevent erosion and pollutant discharges and runoff shall adhere to the National Pollution Discharge Elimination Permit requirements from such Owner's Lot (or the Townhome Property, as applicable) Lot onto the Common Areas, the Golf Course, other Lots and the Townhome Property, and shall comply with the Best Management Practices but if such erosion or discharges nevertheless occurs the same shall be immediately removed and remediated and all damages to resulting therefrom shall be fully repaired and restored (which repairs and restoration shall not relieve the Owner of the Lot (or the Townhome Developer) from liability for any damages sustained by the owner affected Common Areas, Golf Course, Lot(s) or Townhome Unit).

(hh) No refuse, trash, or debris shall be discarded or discharged in or about the Green Areas except in designated trash bins.

(ii) The DRC shall approve the design, appearance and location of all mailboxes erected or located on any Lot, and the Townhome Developer or Townhome Association shall approve the design appearance and location of all mail boxes located on the Townhome Property.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot or in any Townhome Unit, except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance; and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot or Townhome Unit of the Owner, except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others. The Association shall have the power to restrict the number of household pets per Lot or Townhome Unit and may prohibit and/or restrict certain breeds or sizes of dogs from being kept within the Subdivision, which restriction shall be a part of the rules and regulations adopted from time to time by the Board.

11. Lawns, Landscaping and Gardens. Prior to occupancy, and in all events within 12 months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded, shall remain fully sodded at all times thereafter and irrigated; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the appropriate DRC. No lawn shall be planted with zoysia or buffalo grass. Prior to occupancy, and in all events within 12 months following commencement of construction of the residence, the Owner thereof shall landscape the Lot (and the Townhome Developer shall landscape the affected portion of the Townhome Property) in accordance with the Design Review Guidelines applicable to the Lot or Townhome Property. All landscaping shall be installed in accordance with the landscaping plans approved by the appropriate DRC. Lawn, landscape and garden requirements outlined in the Design Review Guidelines will vary by Plat.

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Each Lot and the Townhome Property are also required to have an irrigation system installed prior to occupancy covering the entire front, rear and side yards of the Lot (or Townhome Property) and to use the irrigation system as necessary or appropriate during the late spring, summer and early fall months.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner may proceed to occupy the residence on the applicable Lot or Townhome Unit with the consent of the Association DRC, in which event the Owner shall escrow funds, in an amount (if any) and manner determined by the Association DRC, to assure the installation, when weather permits of the approved landscaping.

The lawn of each Lot and of the Townhome Property shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches.

Gardens shall be permitted on the Lots, subject, however, to the following criteria:

- (1) Only one garden shall be permitted on each Lot.
- (2) The size of any garden shall not exceed 10% of the back yard.
- (3) Any garden must be positioned in the rear/back yard of a Lot.
- (4) All gardens must, at all times, be maintained so as to not aesthetically detract (in the Developer and/or Board's sole discretion) from the views of those neighbors whose yards are in close proximity to the Lot upon which such garden is located.
- (5) No planting (including vegetables, flowers, and any other vegetation) in any garden shall, at full growth, exceed 4 feet in height.
- (6) The Developer and/or Board retains the right to require plantings of bushes to 'screen' the garden, should the appearance of the garden require such screening (in the sole discretion of the Developer and/or Board).
- (7) Developer and/or the Board retain the right (in their sole discretion) to require the removal of any garden if an Owner violates the above provisions.

12. View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any Structure, planting material or other item on 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.

13. Easements for Public Utilities and Drainage; Drainage Maintenance; All Easements Not Shown on Plat. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric

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and telephone lines, television cables and other utilities, for surface drainage and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on any recorded plat of the Subdivision or any Common Areas. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Association and its successors and assigns, an easement over and through all unimproved portions of each Lot and the Townhome Property in the Subdivision for the purpose of performing the powers and duties of the Association and maintaining any Common Areas. Any physical damage caused in the exercise of such easement shall be repaired by and at the expense of the party exercising the easement right.

In the event Developer has placed a sign on a Lot or the Common Areas, following the transfer of title to any such Lot or the Common Areas, Developer shall have an easement for such sign to remain on any such Lot or Common Areas until Developer no longer owns and Lots.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line, and no such drainage shall be permitted onto the Golf Course

14. Common Areas.

(a) Owners and the Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot or Townhome Unit. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(b) Any ownership by the Association of any Common Areas and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Areas shall be subject to the right of the Developer to convey sewer, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Areas, as provided in Section 13 above.

(c) The easements and rights of enjoyment of the Owners in the Subdivision as to any Common Areas shall be subject at all times to the right of the Developer and/or the Association to establish (and from time to time amend) rules and regulations that govern the use of the Common Areas, including but not limited to the Resident's Club, swimming pool, tennis courts and playground equipment. Failure of any Owner or their guests, licensees, assignees or successors to abide by such rules and regulations shall subject such Owner to fines, special assessments and/or exclusion from the Common Areas. Prior to utilization of the Common Areas, including but not limited to the Resident's Club, swimming pool, tennis courts and/or playground equipment, each

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Owner shall execute on its behalf and on behalf of its guests, licensees, assigns and successors an acknowledgment of such rules and regulations, an agreement to be bound by the rules and regulations and an indemnification agreement satisfactory to Declarant and Association in their sole discretion.

(d) The Developer shall either pay for or finance as referenced in Section 20 below, the initial cost of constructing or installing amenities to the Common Areas and the street rights of way within or adjacent to the Subdivision; provided, Developer and/or the Association may install additional amenities or improvements as either elects from time to time. Developer, its contractors, subcontractors and employees thereof shall have an easement and right of access upon the Common Areas for the construction and installation of the Common Areas' improvements and amenities. Upon the completion of the construction or installation of such amenities or improvements to the Common Areas and/or street rights-of-way, then the Association shall inspect the same and notify Developer in writing within ten (10) days following Developer's request for such inspection and detail any aspects thereof which are not in reasonable condition and if the Association fails to so notify Developer of any such defects within such period, the amenities and improvements shall be deemed to be unconditionally acceptable to the Association. The Association shall be responsible, at its expense, for the maintenance and operation of such improvements and amenities. The Association shall be responsible for all costs of owning, maintaining and operating the Common Areas and right-of-way improvements, including but not limited to, all fertilizing, watering and replacement lawns, shrubs, flowers, plantings and trees following the initial planting thereof, the mowing of lawn areas, payment of taxes and assessments, paying of liability and property insurance premiums and lake and swimming pool operation, maintenance, repairs and replacements of the improvements, if applicable.

15. DRC Matters.

(a) Two DRCs shall have responsibility for the review, approval or disapproval of plans and other information required by this Declaration relating to the construction of Structures on each Lot and the Townhome Property. One committee shall be the New Construction DRC, which shall review, approve or disapprove all matters pertaining to the initial construction and completion of the residence and related Structures on each Lot and the Townhome Property. The second committee, the Association DRC, shall review, approve or disapprove all specifications, plans and other matters pertaining to fencing; drainage matters as referenced in Section 5 (c) above and elsewhere; and (on a property by property basis) following completion of the initial residence and related Structures on a Lot or on the Townhome Property, all specifications, plans and other matters for remodeling the initial residence and related Structures, including landscaping, and any additional new Structures to be constructed on such Lot or on the Townhome Property.

(b) (i) The original members of the New Construction DRC shall be up to three (3) persons, to be appointed by Developer no later than the expiration of the Development Period. Upon the death or resignation of any member of the New Construction DRC, or in the event Developer desires to remove any member,

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Developer shall appoint a successor. The decision of a majority of the New Construction DRC shall be binding; provided, the New Construction DRC may delegate its rights and responsibilities hereunder to one or more of its members from time to time. Developer may transfer its rights under this paragraph by executing and recording in the real estate records a written instrument giving notice of its intent to do so, and providing a copy thereof to an officer of the Association; in such event, the Association shall have the authority of Developer under this paragraph. The New Construction DRC may delegate its rights and responsibilities on a limited basis to the Association DRC from time to time without relinquishing its rights and powers hereunder beyond the terms of such limited delegation.

(ii) The original members of the Association DRC shall be up to three (3) persons, to be appointed by the Board following its establishment. On the death or resignation of any member of the Association DRC, or in the event the Board desires to remove any member, the Board shall appoint a successor. The decision of the majority of the Association DRC shall be binding; provided the Association DRC may delegate its rights or responsibilities hereunder to one or more of its members from time to time.

(c) Each DRC shall meet as necessary to consider applications with respect to any Structures or other matters that require the approval of the applicable DRC, as provided in Section 8 above or elsewhere herein, and to consider any other matters within the authority of each DRC, as provided in this Declaration. A majority of the members of each DRC shall constitute a quorum for the transaction of business at a meeting, and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the applicable DRC.

(d) At each meeting of either of the DRCs, the members thereof shall consider and act upon written and complete applications that have been submitted to such committee for approval in accordance with this Declaration. In making its decisions, each committee may consider any and all aspects and factors that the individual members thereof, in their discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of each of the DRCs shall be in writing and delivered to the applicant. Each DRC may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions.

(e) Any applicant or other person who is dissatisfied with a decision of one of the DRCs shall have the right to appeal such decision to the Board, provided such appeal is filed in writing with a member of the Board within seven days after the date the applicable DRC renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate to establish and maintain the quality, character

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and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Structure. Any decision rendered by the Board on appeal of a decision of the DRC shall be final and conclusively binding on all parties and shall be deemed to be the decision of the applicable Association DRC for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the DRC, including, without limitation, requiring payment of a reasonable fee by the appealing party.

16. Golf Course. Upon acquisition of a Lot or Townhome Unit, each Owner, for himself, the members of his family, his guests and his invitees, shall be deemed to have released and agreed never to make a claim or initiate a proceeding against the Developer, the Association, or the owner or operator of the Golf Course, or their respective successors and assigns, or any of its or their employees, members, agents, owners, or contractors, for any injury, death or property damage (including diminution in value) that may ever be suffered or incurred by any of them while on or near the Golf Course or in connection with the operation of the Golf Course, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties or the Golf Course for damages, equitable relief or otherwise. Each such person shall be deemed to have recognized, known and accepted all of the potential (whether foreseeable or not) damages, risks, hazards and consequences generally or specially inherent in the operation of a golf course, in the game of golf, in the nature of golf course premises, and in residing or locating on, adjacent to or near a golf course, including, without limitation: flying golf balls and other objects; holes, depressions and hazards; large numbers and continuous flow of players and spectators; hours of play; proximities of greens, tees, fairways and other features to residences, yards and streets; inconvenience; lakes, creeks and other waterways; golf carts; water sprinklers and distribution facilities; and the use of pesticides, herbicides, fertilizers and other chemicals and the health hazards related thereto (including, without limitation, allergy susceptibilities). The doctrines of strict tort liability and nuisance shall not be applicable to the operation of the Golf Course, which doctrines shall be deemed waived. Each Lot and the Townhome Property (including each Townhome Unit) is hereby burdened with an easement allowing golf balls hit by any golfers using such golf course to come over and onto such Lot or the Townhome Property (including each Townhome Unit).

17. No Liability for Approval or Disapproval.

(a) Neither the Developer, nor the Association, nor any member of either DRC or the Board (or any committee thereof), shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Owner commences an arbitration proceeding or other claim or files a counterclaim in any proceeding against the Association, the Board, either or both the DRCs or any individual member, officer, director or employee thereof, and such Owner

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fails to prevail in such proceeding, claim or counterclaim, the Association, Board, or individual involved in such matter shall be entitled to recover from such Owner all litigation costs and expenses incurred in defending such proceeding, claim or counterclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot or Townhome Unit and shall be enforceable against such Lot or Townhome Unit.

18. Covenants Running with Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots or Townhome Units, each future grantee of any of the Lots or Townhome Units shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot or Townhome Units owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner, except with respect to breaches thereof committed during his ownership; provided, however, that: (i) the immediate grantee from the builder of the residence on a Lot or on the Townhome Property shall be personally responsible for breaches committed during such builder's ownership of such Lot or the Townhome Property; and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot or Townhome Unit to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of ownership.

The Developer, the Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions herein set forth, in addition to any arbitration proceeding for damages. To the extent permitted by law or equity, if the Developer or the Association shall be successful in obtaining a judgment or consent decree in any such injunctive action, the Developer and/or Association shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot or Townhome Unit, the Developer or the Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot or Townhome Unit involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by

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one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Association, acting upon a decision of the Board, respecting a specific violation, shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

19. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder. Upon recording of such assignment in the Recording Office, Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

20. Notice of Amenity Financing. Notice is hereby given that Developer may obtain conventional mortgage secured financing in order to pay the cost of installing or constructing amenities within the Common Areas for the use and benefit of the Members. Assessments collected by the Association under the Association Declaration shall be utilized for repayment of such financing in accordance with the terms of such financing.

21. Release or Modification of Restrictions.

(a) The provisions of this Declaration shall remain in full force and effect for twenty years from the execution date and shall automatically be continued thereafter for successive periods of ten years each; provided, however, that the Owners of at least a majority of the Lots and Townhome Units within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of expiration date, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording in the Recording Office an appropriate agreement in writing for such purpose, at least one year prior to expiration, or to a subsequent expiration date, whichever is applicable.

The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by: (i) the Owners of at least two thirds (2/3) of the Lots and Townhome Units within the Subdivision as then constituted; and (ii) if prior to the expiration of the Development Period, the Developer.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose. No such amendment by the Developer shall require the consent of any Owner.

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(c) If the rule against perpetuities is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the now-living children and grandchildren of the individuals signing this Declaration on behalf of the Developer as of the date of such execution.

22. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision, and to the operation of the provisions of this Declaration, other lands by executing, acknowledging and recording a written instrument, subjecting such land to all of the provisions hereof, as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion. Developer intends to annex lands to the Subdivision, but is not obligated to do so.

23. Miscellaneous.

(a) *Severability.* Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

(b) *Interpretations of Restrictions.* In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Subdivision. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

(c) *Construction and Validity of Restrictions.* All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

(d) *Waiver and Exceptions.* The failure by the Association, Developer, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Subdivision or any part thereof is subject, shall

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in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

(e) *Titles.* All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

(f) *Singular and Plural, Masculine and Feminine.* The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

(g) *Mortgage Protection Clause.* No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

(h) *Enforcement and Arbitration.*

A. THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PERSONS REFERENCED HEREIN. The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by, through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot or Townhome Unit, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during the term of its, his or their ownership of a Lot or Townhome Unit).

B. The Developer, the Owner or Owners of any of the Lots and Townhome Units and the Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein and any Guidelines, rules or regulations established as permitted herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or Townhome Unit or all or any portion of the Common Areas, or the condition thereof, and (c) any claim asserted by the Association, an Owner or Owners, former Owner(s), contract purchasers, any real estate broker, agent or sales person participating in the sale of a Lot or Townhome Unit, against Developer for any reason shall be resolved solely and exclusively by arbitration in accordance with the Missouri Uniform Arbitration Act (the "Act"), as modified from time to time, in accordance with the

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procedure set out below. However, the provisions of this Section 23(h)A. shall not either prevent a party from obtaining a temporary injunction from a court of general jurisdiction pending designation of the arbitrators, from foreclosure or enforcement of any liens established pursuant to this Declaration or from enforcement of any order or decision of the arbitrators as provided herein. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

i. Any of the aforementioned parties may request arbitration of any matter in dispute. The party requesting arbitration shall do so by giving written notice to the other party/parties, specifying in the notice the name and address of the person designated to act as arbitrator on the first party's behalf. Within ten (10) days after the service of this notice, the other party/parties shall give notice to the first party, specifying the name and address of the person designated to act as arbitrator on the second party's/parties' behalf. If the second party/parties fails to notify the first party of the appointment of such party's arbitrator within the time specified, then the first arbitrator appointed shall appoint the second arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and the two arbitrators shall together appoint a third arbitrator. If the two arbitrators are unable to agree upon that appointment within twenty (20) days after the appointment of the second arbitrator, then the parties to such dispute may apply, upon notice to the other party, to the Missouri Circuit Court located in the County in which the Subdivision is located for the appointment of the third arbitrator. In rendering their award, the arbitrators shall have no power to modify any of the covenants, conditions and restrictions contained herein.

ii. The arbitrators so selected must be at least thirty-five (35) years old; may not be an Owner or occupant of a Lot or Townhome Unit; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.

iii. Each party to an arbitration proceeding hereunder may be represented by an attorney, seek subpoenas, may be heard, present evidence and cross-examine witnesses and shall have the right to adjournment for good cause.

iv. The arbitrators may grant any remedy or relief the arbitrators deem just and equitable and within the scope of the

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agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Missouri. If as part of any award any party is ordered to pay another party money, the amount to be so paid shall accrue interest at the rate of 15% per annum from 15 days following the date of the award until the same is paid in full.

v. The losing party in any such arbitration proceeding, as determined by the arbitrators, shall pay the prevailing party's costs and expenses of such arbitration, including, without limitation, reasonable attorneys' fees and costs. If no party is determined to have prevailed in such arbitration proceeding, then each party shall pay the fees and expenses of the original arbitrator appointed by that party; the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties; and each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof, and the costs and expenses related thereto.

(i) *Exclusion of Applicability.* The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Subdivision, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily convenient for the business of Developer.

(j) *Subdivision Disclosure And Purchaser Acknowledgment.* Developer has prepared a Subdivision Disclosure And Purchaser Acknowledgment concerning Staley Farms Addition ("Disclosure"), which discloses important information concerning the Subdivision. The Disclosure is subject to change from time to time by the Developer or the Association. At the time any Owner transfers legal title to a Lot or Townhome Unit, such Owner shall, as part of the transaction, cause its transferee to execute the Disclosure and return the same to the Developer or the Association.

(k) *Providing Grading Information to Owner; Enforcement.* The Association shall designate a committee of members to meet with new Lot Owners for the purposes of informing them regarding grading and drainage matters concerning the Lots. Such educational process is vital in order to avoid water drainage problems within the Subdivision. Either before or promptly following the purchase of a Lot, each person must contact a representative of the Association and asked to be informed concerning grading and drainage matters. The Association shall strictly enforce the grading and drainage requirements provided for in this Declaration.

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(l) *Electrical Retail Wheeling.* While not applicable as of the date hereof, it is possible in the future that either the Developer or the Association shall contract with an electrical supplier to supply electricity to all Lots, the Townhome Units and the Common Areas. It is anticipated such a contractual arrangement will require that all residences on the Lots and all Townhome Units to solely utilize electricity supplied from such supply source for the duration of such contract and each Owner shall comply with such requirements. Additionally, in the event the electrical supplier, as part of its supply contract with either the Developer or the Association, pays Developer or the Association any funds, then the Association shall reimburse the Developer for any deposits or payments paid by Developer to permit or arrange for electrical services to the Subdivision and any excess funds shall be remitted or retained by the Association.

(m) *Conflict in Declarations.* In the event of any conflict between the provisions of this Declaration and those contained in the Association Declaration, the terms hereof shall control.

24. Townhome Property.

(a) In addition to required compliance with all of the terms and conditions of this Declaration, Owners of a Townhome Unit and any developer or builder of the Townhome Property shall be required to comply with the following additional restrictions:

(i) Each Townhome Unit shall be constructed so that there shall be four (4) Townhome Units per Structure, with a maximum of 100 Townhome Units on the Townhome Property.

(ii) The exterior walls/elevations of any Structure on the Townhome Property must be 100% stucco.

(iii) Roof pitches on any Structure on the Townhome Property shall, at a minimum, be 7/12.

(iv) All roofs on any Structure on the Townhome Property will be constructed with composition shingles, having a minimum 25-year warranty.

(v) All Structures on the Townhome Property shall have vinyl clad windows.

(vi) All of the Townhome Property shall utilize street signage, house numbers, mail boxes and light poles comparable to similar items used in the single family Subdivisions of Staley Farms.

(vii) Any and all entry monumentation to the Townhome Property shall replicate the Staley Farms logo of Developer, and all such monumentation shall be subject to the prior approval rights of the Developer.

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(b) The Townhome Developer may establish a Townhome Association for the Townhome Property may establish and organize such Townhome Association by recording a Townhome Association Declaration. The Townhome Association that is established by a Townhome Developer shall be subject in all respects to this Declaration and the approvals of the Developer as required hereby.

(c) The Townhome Units within a particular Townhome Association may be subject to additional easements, covenants, conditions and restrictions as set forth in the Townhome Association Declaration. The Owners within a Townhome Association may all be members of the Townhome Association in addition to the Association.

(d) A Townhome Association may provide a higher level of service or special services for the benefit of the Townhome Units in such Townhome Association. The cost of such services, which may include a reasonable administrative charge in such amount as the Townhome Association deems appropriate, shall be assessed against the Townhome Units within the Townhome Association as a Special Assessment pursuant to the Townhome Association Declaration.

(e) A Townhome Association may request that the Association provide a higher level of service or special services for the benefit of the Townhome Units within the Townhome Association and the Association may, in its sole discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate, shall be assessed against the Townhome Units within such Townhome Association as a Special Assessment pursuant to Article V of the Association Declaration.

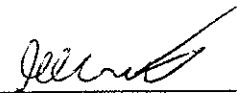
(f) To the extent of any conflict between this Section 24 and the remaining provisions of the Declaration, this Section 24 shall control.

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IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

DEVELOPER:

**Intell Staley Farms LLC, a Missouri
limited liability company**

By: 
Name: Gary Barnett
Title: Authorized Member

BK4441 PG905

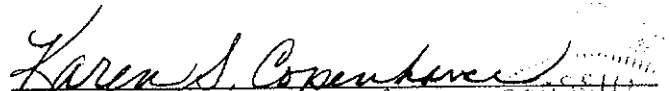
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STATE OF ^{Missouri}~~NEW YORK~~)
 ^{Jackson}~~NEW YORK~~) ss:
COUNTY OF ~~NEW YORK~~)

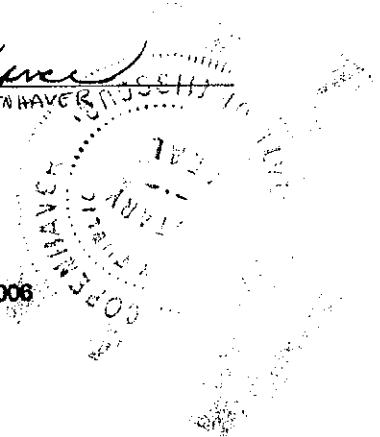
BE IT REMEMBERED, that on this 6th day of November, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared Gary Barnett, as an authorized member of Intell Staley Farms LLC, a Missouri limited liability company, personally known to me to be the same person who executed as such, the above and foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My appointment expires:


NOTARY PUBLIC KAREN S. COPENHAVER

KAREN S. COPENHAVER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 12, 2006



8K4441 PG906

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Exhibit A

**Legal Description of Property covered by Original
Declaration and Supplementary Declaration**

BK4441 PG907

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All that part of the Northeast Quarter and the Southeast Quarter of Section 25, the Northeast Quarter of Section 36, all in Township 52, Range 33, all that part of the Southeast and Southwest Quarter of Section 30, the West One-Half of the Northeast Quarter of Section 31, the Northwest Quarter of Section 31, all in Township 52, Range 32, in Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 36, Township 52, Range 33; thence North 89 degrees 15 minutes 00 seconds West, along the South line of said Northeast Quarter, 2613.27 feet to the Southwest corner of said Northeast Quarter; thence North 0 degrees 27 minutes 00 seconds East, along the West line of said Northeast Quarter, 2636.27 feet to the Southwest corner of the Southeast Quarter of said Section 25; thence North 0 degrees 43 minutes 50 seconds East, along the West line of the Southeast Quarter of said Section 25, 2663.90 feet to the Southwest corner of the Northeast Quarter of said Section 25; thence North 0 degrees 42 minutes 59 seconds East, along the West line of the Northeast Quarter of said Section 25, 187.07 feet to its intersection with the Westerly prolongation of the Northerly right-of-way line of Staley Road, as now established; thence South 87 degrees 08 minutes 01 seconds East, along said Northerly right-of-way line, 799.78 feet; thence South 66 degrees 31 minutes 01 seconds East, along said Northerly right-of-way line, 1518.83 feet; thence South 60 degrees 30 minutes 55 seconds East, 493.32 feet to a point on the East line of said Section 25; thence South 0 degrees 30 minutes 16 seconds West, along said East line, 1431.02 feet; thence South 89 degrees 45 minutes 58 seconds East, 15.30 feet to a point in the centerline of Staley road, as now established; thence South 0 degrees 32 minutes 19 seconds West along said centerline, 2.73 feet; thence Southeasterly along said centerline, on a curve to the left, tangent to the last described course, having a radius of 150.00 feet, an arc distance of 235.61 feet; thence South 89 degrees 27 minutes 28 seconds East, along said centerline, 1975.51 feet; thence Easterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 164.72 feet; thence South 57 degrees 59 minutes 55 seconds East, along said centerline, 342.63 feet; thence Southeasterly, along said centerline, on a curve to the left, tangent to the last described course, having a radius of 966.70 feet, an arc distance of 264.05 feet; thence Southeasterly, along said centerline, on a curve to the right, having a common tangent with the last described course, having a radius of 1042.61 feet; an arc distance of 168.93 feet; thence South 64 degrees 21 minutes 55 seconds East, along said centerline, 173.14 feet; thence Southeasterly, along said centerline, along a curve to the left, tangent to the last described course, having a radius of 1507.54 feet, an arc distance of 189.88 feet; thence South 71 degrees 34 minutes 55 seconds East, along said centerline, 401.68 feet; thence Southeasterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 146.73 feet to a point on the East line of the West One-Half of the Northeast Quarter of said Section 31; thence South 0 degrees 29 minutes 35 seconds West, along said East line, 2357.74 feet to the Southeast corner of said West One-Half, thence North 88 degrees 53 minutes 06 seconds West, along the South line of said Northeast Quarter, 1313.01 feet to the Southeast corner of the Northwest Quarter of said Section 31; thence North 88 degrees 53 minutes 06 seconds West, along the South line of said Northwest Quarter, 2514.42 feet to the Point of Beginning. Except that part granted to Missouri Public Service Company as contained in the Report of Commissioners recorded in Book 1102, at Page 436, being described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section 36, said point being 64.00 feet South of the Northwest corner of said Northeast Quarter, thence South 89 degrees 23 minutes 36 seconds East, 200.00 feet; thence North 0 degrees 27 minutes 00 seconds East, 64.00 feet to a point on the North line of said Northeast Quarter; thence South 89 degrees 23 minutes 36 seconds East, along said North line, 400.00 feet; thence South 0 degrees 27 minutes 00 seconds West, 214.00 feet; thence North 89 degrees 23 minutes 36 seconds West, 400.00 feet; thence North 0 degrees 27 minutes 00 seconds East, 130.00 feet; thence North 89 degrees 23 minutes 36 seconds West, 200.00 feet to a point on the West line of said Northeast Quarter; thence North 0 degrees 27 minutes 00 seconds East, along said West line, 20.00 feet to the Point of Beginning. Except that part on the West in North Woodland Avenue, that part on the South in 100th Street, and that part lying in Staley Road, as now established.

BK4441 PG908

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The West one-half of the Southeast Quarter of Section 24, all that part of the Northeast Quarter and all that part of the Southeast Quarter of Section 25, all in Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 25; thence North 00 degrees 42 minutes 59 seconds East, along the West line of said Northeast Quarter, 187.07 feet to the True Point of Beginning of the tract to be herein described; thence continuing North 00 degrees 42 minutes 59 seconds East, along said West line, 2418.84 feet to the Southwest corner of the Southeast Quarter of said Section 24; thence North 00 degrees 27 minutes 40 seconds East, along the West line of said Southeast Quarter, 2640.93 feet to the Northwest corner of said Southeast Quarter; thence South 89 degrees 03 minutes 59 seconds East, along the North line of said Southeast Quarter, 1309.09 feet to the Northeast corner of the West one-half of said Southeast Quarter; thence South 00 degrees 26 minutes 25 seconds West, along the East line of said West one-half, 2634.51 feet to the Southeast corner of said West one-half, said point being also on the North line of the Northeast Quarter of said Section 25; thence South 89 degrees 20 minutes 50 seconds East, along the North line of said Northeast Quarter, 1310.01 feet to the Northeast corner of said Northeast Quarter; thence South 00 degrees 30 minutes 16 seconds West along the East line of said Section 25, 3276.95 feet to a point on the North right-of-way line of Staley Road, as now established; thence North 60 degrees 30 minutes 55 seconds West along said North right of way line, 493.32 feet; thence North 66 degrees 31 minutes 01 second West along said Northerly right-of-way line, 1518.83 feet; thence North 87 degrees 08 minutes 01 second West, along said Northerly right-of-way line and its Westerly prolongation, 799.78 feet to the True Point of Beginning, Except that part on the North in Missouri Route 291 and that part on the West in North Woodland Avenue.

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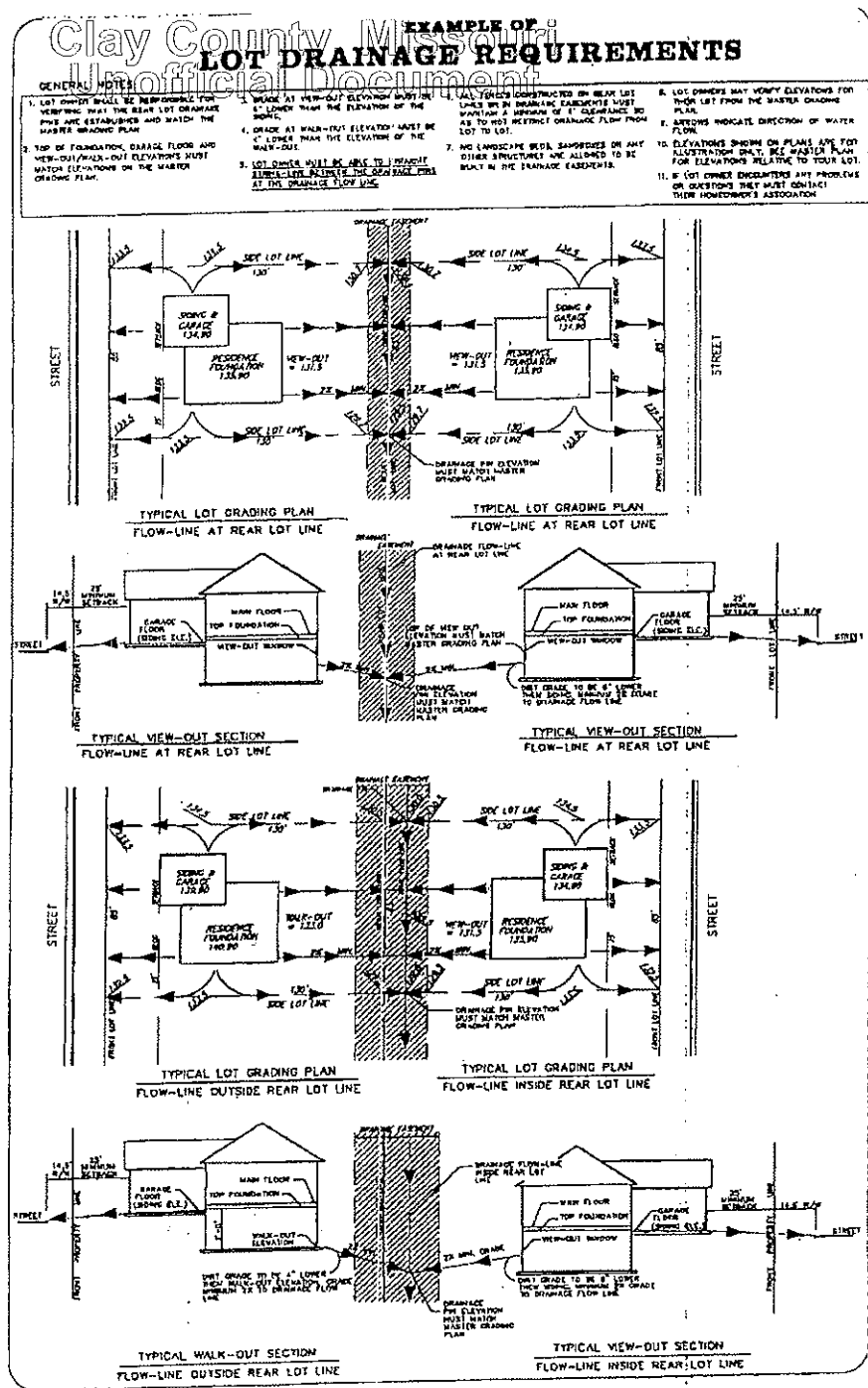
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Exhibit B

Examples of Lot Drainage Requirements

BK4441 PG910

BK4441 PG911



08/30/01 THU 18:37 (TX/RX NO 8899)

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Exhibit C

Townhome Property

13557 / 44550
LMHAI 1036624v3

BK4441 PG912

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A tract of land in the Northeast Quarter and Southeast Quarter of Section 25, Township 52 North, Range 33 West of the Fifth Principal Meridian in Kansas City, Clay County, Missouri, lying generally Easterly of N. Woodland Avenue and Southerly of Staley Road and being described as follows: Commencing at the Northwest corner of said Southeast Quarter; thence South $0^{\circ}43'50''$ West along the West line of said Southeast Quarter, 159.44 feet; thence South $87^{\circ}36'22''$ East, 30.01 feet to the True Point of Beginning of the tract to be herein described, said point being on the East right-of-way of said N. Woodland Avenue, as now established; thence South $87^{\circ}36'22''$ East along the Northerly line of the proposed plat of "Staley Golf Course First Plat", 460.05 feet; thence South $61^{\circ}13'40''$ East along said Northerly line, 586.67 feet; thence South $74^{\circ}50'41''$ East along said Northerly line, 919.61 feet; thence South $58^{\circ}34'10''$ East along said Northerly line, 407.07 feet; thence South $89^{\circ}31'31''$ East along said Northerly line, 189.53 feet; thence South $54^{\circ}58'17''$ East along said Northerly line, 128.57 feet; thence South $89^{\circ}29'44''$ East along said Northerly line, 89.42 feet to a point on the East line of said Southeast Quarter; thence North $0^{\circ}30'16''$ East along said East line, 290.17 feet to a point on the Northerly right-of-way line of said Staley Road, as now established; thence North $60^{\circ}30'55''$ West, along said Northerly right-of-way line, 493.32 feet; thence North $66^{\circ}31'01''$ West along said Northerly right-of-way line, 1518.83 feet; thence North $87^{\circ}08'01''$ West along said Northerly right-of-way line, 769.76 feet to the East right-of-way line of said N. Woodland Avenue; thence South $0^{\circ}42'59''$ West along said East right-of-way line, 185.95 feet; thence South $0^{\circ}43'50''$ West along said East right-of-way line, 160.31 feet to the Point of Beginning. Containing 24.53 acres, more or less. (Except that part in said Staley Road, containing 3.99 acres.) Tract contains a net area of 20.54 acres.

13557 / 44550
LMHA1 970968

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STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. REC'D

S42361

2003 DEC 12 A 10:37

BOOK# 4441 PAGE# 914
ROBERT T. SEVIER
RECORDER OF DEEDS

By Mandy
McKee Deputy

BK 4441 PG 914

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: Amended and Restated Staley Farms Homeowners Association Declaration
2. Date of Document: November 6, 2003
3. Grantor(s): Intell Staley Farms LLC
4. Grantee(s): ~~N/A~~ STALEY FARMS (ALG)
5. Statutory Mailing Address(s): c/o Intell Management
225 West 86th
New York, New York 10024
6. Legal Description: See Exhibit A attached
7. Reference Book and Page(s): Book 3456, Page 70

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

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**AMENDED AND RESTATED STALEY FARMS
HOMEOWNERS' ASSOCIATION DECLARATION**

THIS AMENDED AND RESTATED STALEY FARMS HOMEOWNERS' ASSOCIATION DECLARATION ("Declaration") is made as of the 6th day of November, 2003, by Intell Staley Farms LLC, a Missouri limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer has previously executed and filed with the Recording Office (as herein defined) plats of the Subdivision known as "Staley Farms"; and

WHEREAS, additional plats may be recorded for development of other areas in the vicinity and such additional areas may be annexed hereunder and constitute a part of the Subdivision; and

WHEREAS, Developer has previously filed with the Recording Office the Staley Farms Homeowners' Association Declaration (the "Original Association Declaration") as Exhibit A to the Supplementary Declaration and First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms, recorded on December 9, 2002, in Book 3891 at Page 738, as Document No. R53711, for the purposes of creating a homeowners' association to protect the value, desirability, attractiveness and maintenance of the Subdivision; and

WHEREAS, Developer desires to amend and restate in its entirety the Original Association Declaration (as amended and restated, the "Declaration") as set forth herein, which Declaration shall apply to the land described on **Exhibit "A"** hereto and to such other lands as Developer may from time to time annex into the Subdivision.

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby amends and restates the Declaration as follows:

**ARTICLE I.
DEFINITIONS**

For purposes of this Declaration, the following definitions shall apply:

(a) "Assessments" means any general or special assessment or other fee described in Articles IV and V hereof, any user fee associated with any Common Area, including the Resident's Club, or the Golf Course (it being acknowledged that the Golf Course is not a Common Area); or any other fee or assessment provided for herein or in the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms dated of even date herewith.

(b) "Association" means Staley Farms Homeowners' Association, a Missouri not-for-profit corporation, its successors and assigns.

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- (c) "Board" means the Board of Directors of the Association.
- (d) "Bylaws" means the bylaws adopted by the Association, from time to time.
- (e) "City" means the City of Kansas City, Missouri.

(f) "Common Areas" means: (i) the Reserves; (ii) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer or the Association, at or near the entrance of any street or along any street, and any easements related thereto, in or to the Subdivision; (iii) all platted and other landscape easements that may be granted to the Developer and/or the Association, for the use, benefit and enjoyment of all Owners within the Subdivision, whether or not such easements are in the Subdivision; (iv) all recreational areas, including the Resident's Club, swimming pool, tennis court and playground and related improvements located on land which constitutes Common Areas; and (v) all other similar areas and places, together with all improvements thereon and thereto, expressly intended for the use, benefit or enjoyment of which is intended for all of the Owners within the Subdivision, whether or not "Common Areas" are located on any Lot or on the Townhome Property. **The Golf Course and related amenities, including the clubhouse, are not part of the Common Areas or the Subdivision.**

(g) "Developer" means Intell Staley Farms LLC, a Missouri limited liability company, and its successors and assigns. If Developer assigns less than all of its rights, obligations and interests to one or more entities, the term "Developer" as used herein shall thereafter refer to both the Developer and all successor Developers unless the context clearly means otherwise.

(h) "Development Period" means the period ending upon the date that (i) Developer no longer owns any Lots or Townhome Units, or (ii) Developer voluntarily surrenders such power.

(i) "Golf Course" means the "Staley Farms Golf Course" located adjacent to the Subdivision which is owned and operated by third parties.

(j) "Lot" means any lot as shown on the Master Plan of the Subdivision, as such Master Plan may be amended from time to time, including any lot shown as a separate lot on the Plat of all or part of the Subdivision, excluding, however, any Lot which is expressly designated as part of the Common Areas. If an Owner, other than the Developer, owns adjacent Lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then (i) for purposes of determining the amount of annual and special assessments and other payments due hereunder, payments shall be paid by such Owner for each whole Lot as provided herein and shall be paid as to any partial Lot(s) on a proportionate basis, and (ii) for all other purposes hereunder, such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(k) "Owner" means the record owner(s) of title to any Lot or Townhome Unit, including the Developer, and for all obligations of the Owner hereunder, shall include all purchasers under a contract for deed who are in possession of a Lot or Townhome Unit and exclude contract sellers who are not in possession of a Lot or Townhome Unit.

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(l) "Plat" means any plat filed with the City of Kansas City relating to any property located within the Subdivision, together with any additional lands annexed to the Subdivision.

(m) "Recording Office" means the office of the Recorder of Deeds of Clay County, Missouri.

(n) "Reserves" means the Private Open Space designated on any Plat, and all additional areas which may be made subject to this Declaration in the manner provided herein.

(o) "Resident's Club" shall mean the building located at 10301 N. Olive Ave., Kansas City, Missouri 64155.

(p) "Right of Way Amenities" has the meaning set forth in Article XIII below.

(q) "Subdivision" means collectively all of the Lots, all Common Areas, all of the Townhome Property, and all additional property which hereafter may be made subject to this Declaration.

(r) "Townhome Developer" means any developer or builder of the Townhome Property.

(s) "Townhome Property" means all of the real property described in **Exhibit B** attached hereto.

(t) "Townhome Unit" means any Single-Family living unit located upon the Townhome Property.

ARTICLE II.

ASSOCIATION MEMBERSHIP; VOTING RIGHTS AND OTHER MATTERS

2.01 The Association shall have as members only Owners. All Owners shall, upon becoming such, be deemed automatically to become members of the Association and there shall be no other qualification for membership.

2.02 Except as provided below with respect to Developer, each Association member shall have one vote for each Lot or Townhome Unit for which he is the Owner; provided, however, that when more than one person is an Owner of a Lot or Townhome Unit, all such persons shall be members and the one vote for such Lot or Townhome Unit shall be exercised as they, among themselves, shall determine; provided, fractional votes shall be permitted, but in no event shall more than one vote be cast with respect to such Lot or Townhome Unit. Notwithstanding the foregoing, the Developer shall have ten (10) votes for each Lot or Townhome Unit for which it is the Owner. In addition, Developer shall have ten (10) votes for each lot identified on the Master Plan of the Subdivision (as may be amended from time to time) but not yet platted. Votes shall be exercised by the person or persons either shown as Owners on the Association records or appointed by proxy. Any person may be appointed as the proxy of an Owner by written authorization delivered to the Secretary of the Association at least two (2) business days before the date of the vote for which the proxy is exercised. Proxies may be revoked at anytime upon written notice delivered to the Secretary of the Association and shall

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not, under any circumstance, be valid for more than three (3) years from the original date. Unless specifically provided herein to the contrary, all matters requiring the vote of the members under this Declaration shall be approved by the affirmative vote by a majority of the members present at an annual meeting or a special meeting duly called where a quorum is present. A quorum shall be the presence of a majority of the members of the Association at a meeting, in person or by proxy. Subject to the foregoing, the Board shall be the sole judge of the qualifications of each Owner to vote and concerning each Owner's rights to participate in its meetings and proceedings. Any member who is in violation of this Declaration (including, but not limited to, the failure to timely pay assessments or other sums due hereunder), as determined by the Board, shall not be entitled to vote during any period in which such violation continues.

2.03 Membership in the Association is appurtenant to, and may not be separated from, ownership of a Lot or Townhome Unit. No Owner may transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot or Townhome Unit and then only to the purchaser or mortgagee of the Lot or Townhome Unit. Upon conveyance of a Lot or Townhome Unit, the membership associated with the Lot or Townhome Unit shall automatically transfer to the transferee of the Lot or Townhome Unit, or the transferee's mortgagee if so designated by the purchaser.

2.04 Developer agrees to convey legal title to the Common Areas to the Association. Developer shall convey the Common Areas to the Association by special warranty deed, and in an "AS IS" condition subject to all easements, rights-of-way, mortgages, encumbrances and liens for nondelinquent ad valorem taxes and special assessments.

ARTICLE III. POWERS AND DUTIES OF THE ASSOCIATION

3.01 In addition to the powers granted by other portions of this Declaration or by law but subject to all of the limitations set forth in this Declaration, the Association shall have the power and authority to do and perform any and all such acts as may be allowed by Missouri law, as such are deemed necessary or appropriate by the Board to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in the Association's name, any and all building, use or other restrictions, obligations, agreements, reservations or assessments which have been or hereafter may be imposed upon any of the Lots or Townhome Units or other parts of the Subdivision; provided, however, that this right of enforcement shall not serve to prevent written waivers, changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the Association or other parties having the right to make such waivers, changes, releases or modifications under the terms of the deeds, declarations or the Plat in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Association shall be paid out of the funds of the Association. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his own name.

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(b) To acquire and own title to or interests in, to exercise control over, and to improve and maintain the Common Areas, subject to the rights of any governmental authority, utility or any other similar person or entity therein or thereto.

(c) To maintain public liability, worker's compensation, fidelity, fire and extended coverage, director and officer liability, indemnification and other insurance with respect to the activities of the Association, the Common Areas and the property within the Subdivision.

(d) To levy the Assessments and related charges which are provided for in this Declaration and to take all steps necessary or appropriate to collect such assessments and related charges.

(e) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer or other parties and the Association and its members, and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with the Developer, other developers, other homeowners' associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar Common Areas, whether in or outside the Subdivision, and the sharing of expenses related thereto. The Association acknowledges that irrigation for certain common area has been provided by the golf course and hereby agrees that the maintenance for those areas shall be contract with the golf course so long as that source of irrigation is utilized.

(g) To hire employees and otherwise engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas, and planning and coordination of activities.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage from the Common Areas and to do any other things necessary or desirable in the judgment of the Board to keep the Subdivision neat in appearance and in good order.

(j) To exercise any architectural, aesthetic or other control and authority given and assigned to the Association in this Declaration or in any other deed, declaration or Plat relating to all or any part of the Subdivision.

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas, including the Resident's Club, restricting the number of household pets per Lot or Townhome Unit and restricting and/or prohibiting the ownership or keeping of certain breeds or sizes of dogs in the Subdivision) and to provide the means to enforce such rules, regulations and guidelines.

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(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws.

(m) Charge reasonable admission fees, service charges and other amounts for the use of the Common Areas.

(n) Exercise control over easements (including those for water drainage control) that it acquires from time to time or has pursuant to the Plat, this Declaration or as established by any other instrument.

(o) Acquire or own title to such real estate as is reasonably necessary in order to carryout the purposes of the Association and promote the health, safety welfare and recreation of Owners in the Subdivision, pay all taxes and other impositions on real estate improvements and personal property owned by it and pay all taxes and impositions charged against the Common Areas.

(p) If an Owner fails to do so, to perform exterior maintenance, repairs and replacements on such Owner's residence and appurtenant improvements located on such Owner's Lot or Townhome Unit, including without limitation painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, as well as drainage and grading matters, and the cost thereof, together with other costs as provided in Section 5.02 hereof, shall become a special assessment due from such Owner, to the Association and may be collected and enforced in the same manner as the collection enforcement of other assessments.

(q) Dedicate, sell, subdivide or transfer all, or any part of, the Common Areas, to any public or private agency, authority, person or entity and, from time to time, to convey portions of the Common Areas to adjacent Owners or other third parties when it is determined to be in the best interests of the Association.

(r) Create, grant and convey easements upon, across, over, through, and under the Common Areas for ingress and egress or installation, replacement, repair and maintenance of all utilities in such facilities, including, but not limited to, water, sewers, natural gas, telephones, electricity, television cable systems, and Golf Course infrastructure items.

(s) Establish and publish rules and regulations to regulate and control the Owner's use and enjoyment of the Common Areas, including the Resident's Club, as well as such other activities which affect the members' quiet and peaceful use of the Lots or Townhome Units within the Subdivision.

(t) Borrow money from any persons or entities, including the Developer, for the proper conduct of the Association affairs in the exercise of its powers and authority and the fulfillment of its obligations and collateralize such borrowings by mortgaging all or a portion of the Common Areas, subject to the rights of the members hereunder.

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(u) Suspend the voting rights of any member during a period in which such member is in default in payment of any Assessment or other sum due hereunder 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.

(v) Suspend the rights of any Owner (and of other occupants of such Owner's Townhome Unit or of the residence located on such Owner's Lot, or their guests, invitees or assignees) to use the Common Areas, including the Resident's Club, for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter.

(w) Impose a reasonable fine or charge upon any Owner for the unauthorized use of or any damage to the Common Areas, including the Resident's Club (whether use was authorized or not), by Owner or by any other occupants of such Owner's Townhome Unit or of the residence located on such Owner's Lot, or their guests, invitees or assignees, which fine or charge shall constitute a special assessment against and a lien upon such Owner's Lot or Townhome Unit until paid in full, and shall be enforceable in the same manner as other liens set forth herein.

(x) Impose a reasonable fine upon any Owner for the unauthorized use by the Owner (or by other occupants of such Owner's Townhome Unit or of the residence located on such Owner's Lot, or their guests, invitees or assignees) of the Golf Course, which fine shall constitute a special assessment against and a lien on such Owner's Lot or Townhome Unit until paid in full, and shall be enforceable in the same manner as other liens set forth herein; provided, nothing herein shall be construed to allow any Owner any rights to use the Golf Course.

3.02 In addition to the duties required by other portions of this Declaration and by law, the Association shall have the following duties and obligations with respect to providing services to all Owners within the Subdivision:

(a) The Association shall at all times, from and after its date of formation and at its expense, be responsible for properly repairing, replacing, controlling, maintaining, operating and insuring, as applicable, all Common Areas (except any part thereof that is within any Lot or within the Townhome Property and has not been landscaped or otherwise improved by or for the Developer or the Association), subject to any control thereover maintained by any governmental authority, utility or other similar person or entity; and

(b) The Association shall maintain any Right of Way Amenities and otherwise satisfy its and the Owners' obligations with respect thereto, as contemplated in Article XIII.

3.03 The Association shall elect a Board of Directors annually in accordance with the Bylaws. Until the end of the Development Period, Developer shall have the right to appoint the members of the Board.

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**ARTICLE IV.
GENERAL ASSESSMENTS**

4.01 For the purpose of providing a general fund to enable the Association to exercise the powers, render the services and perform the duties provided for herein, all Lots and Townhome Units in the Subdivision, subject to the exemptions provided herein, shall be subject to a general assessment to be paid to the Association by the respective Owners thereof as provided in this Article IV. The per Lot or Townhome Unit general assessment shall initially be \$75.00 for each month and shall be paid in advance in one lump sum for each calendar year quarterly period. The Board may change the general assessment payment schedule from a quarterly basis to such other basis as it deems appropriate.

4.02 The rate of general assessment for each Lot or Townhome Unit in the Subdivision may be increased:

(a) By the Board from time to time, without a vote of the members, by an amount not to exceed up to 15% over the rate of general assessment in effect for the preceding year; or

(b) At any time by a majority vote of the Association members at an annual meeting or a special meeting of the members duly called and held for that purpose in accordance with the Bylaws.

4.03 The first general assessment to be paid for each Lot or Townhome Unit shall be due and payable only upon a transfer of title to a party which is not exempt from assessments hereunder and shall be prorated as of the date thereof.

4.04 Within five (5) days following the initial occupancy of the residence on each Lot, or of each Townhome Unit, the Owner of the Lot or Townhome Unit shall pay to the Association a one-time initiation fee in the amount of \$200.00, which initiation fee shall be for the general funds of the Association. The initiation fee shall be in addition to the general assessments (as it may be prorated) payable hereunder. This fee, together with all Association assessments through the end of the applicable calendar year quarter in which Closing occurs, the cost of a mailbox, the cost of the installation of a mailbox and the cost of the house number/plaque for such residence, shall be payable to the Association at the closing of an Owner's purchase of such Lot or Townhome Unit.

4.05 Upon the sale of any Lot or Townhome Unit, the Owner shall pay the Association a transfer fee of \$150.00 (subject to reasonable increases by the Board to cover actual expenses of the Association in connection with such sale). The transfer fee may be paid at the closing of such sale or may be paid by the selling Owner prior to Closing. Such fee shall constitute a special assessment against and lien on such Lot or Townhome Unit until paid in full and shall be enforceable in the same manner as other liens set forth herein.

4.06 In view of the substantial expenditures incurred by Developer in connection with the Common Areas, Developer, and any licensed general contractor owning a Lot for the purpose of constructing a residence thereon and offering the same for sale, shall be exempt from imposition of any general assessments and initiation fee with respect to such Lot so long as

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Developer or such contractor holds title thereto. Similarly, any Townhome Developer shall be exempt from imposition of any general assessments or initiation fees with respect to a Townhome Unit so long as such Townhome Developer is constructing such Townhome Unit for the purposes of offering it for sale. Such exemption shall not apply to any such contractor or Townhome Developer residing in a residence on a Lot or in a Townhome Unit.

4.07 As of the date Developer conveys the Common Areas to the Association, Developer will own most of the Lots. It is in the Developer's interest, as well as the Association's interest, that sufficient revenues be generated from assessments under Article IV of the Declaration, so that the Common Areas owned by the Association, including improvements thereon, street rights-of-way, and Right of Way Amenities (as defined in Section 13.01 below) may be maintained and operated in a reasonable fashion for the use and benefit of the members of the Association. Developer hereby agrees to supplement the Association revenues by paying, upon reasonable notice, an amount equal to the difference between (a) the amount of the revenue required by the Approved Budget then in effect for the maintenance and operation of the Common Areas, the street rights-of-way and Right of Way Amenities for the applicable period ("Operation Costs"), and (b) the aggregate amount of revenues to be received by the Association due to the timely payment of general assessments by all non-exempt Owners during the applicable time period, plus the amount of revenue reasonably expected to be received during such time period as initiation fees under Section 4.04 of the Declaration ("Revenues"). The Association shall propose to Developer on or before December 1 of each year a budget for the next ensuing calendar year. The intent of Developer and the Association is that the "Approved Budget" (herein so called) shall be adequate, in all respects, for the reasonable maintenance and operation of the Common Areas, as well as the ability to provide debt service for payment of any mortgage financing established by Developer for construction of improvements within the Common Areas. Developer shall respond as soon as reasonably possible to the budget proposed by the Association, and, thereafter, the Association and Developer shall endeavor in good faith to mutually agree upon the Approved Budget for such year; provided, if such parties are unable to so agree by January 30 following submission of the proposed budget to Developer, the Approved Budget in effect for the immediately preceding calendar year shall be the Approved Budget for the new year. Notwithstanding anything appearing herein, Developer shall have no obligation to pay any portion of the costs incurred by the Association for the construction of improvements within the Common Areas, street rights-of-way or Right of Way Amenities or for hiring or engaging third parties to manage or otherwise render services to the Association, other than for maintaining the lawn and landscaping, and maintaining and operating the water sprinkler system. Developer and the Association hereby agree that Developer's obligation to supplement Association revenues as provided in this Section shall discontinue as of the date within the calendar year during which the amount of revenues required by the Approved Budget will be generated due to the timely payment of general assessments by non-exempt Owners during such calendar year, together with the reasonably anticipated initiation fees referred to above. Provided, however, the Developer may waive the requirement of an Approved Budget for any year, so long as Developer agrees in writing to pay to the Association the amount of the Operation Costs for such year less the Revenues for such year.

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ARTICLE V. SPECIAL ASSESSMENTS

5.01 In addition to the general assessments provided for herein, but subject to the exemptions provided below, the Board (a) shall have the authority to levy from time to time a special assessment against any Lot or Townhome Unit and its Owner to the extent the Association has, or will, incur expenditures (for services, materials, and legal fees and expenses) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, this Declaration or any other declaration or Plat covering such Lot or Townhome Unit (including, without limitation, to maintain any Lot or Townhome Unit and/or maintain, repair or replace the improvements thereon) and (b) shall levy from time to time special assessments against each and every Lot and Townhome Unit in an equal amount that is sufficient, when aggregated, to enable the Association to perform its duties as specified herein that require any expenditure during any period in an amount in excess of the general and reserve funds of the Association available therefore, together with any other funds to be received from Developer pursuant to Section 4.06 above.

5.02 In the event an Owner fails to properly maintain, repair, repaint, and replace any improvements on the Owner's Lot or Townhome Unit, the Association, acting through the Board and after giving adequate notice to the Owner of the need for the maintenance, repair, repainting, or replacement, may enter onto the Lot or Townhome Unit to perform such maintenance, repair, repainting, or replacement. The Association's costs thereof, plus a reasonable overhead and supervisory fee (which shall not in any event be less than 20% of the aggregate costs and expenses), shall be payable by the Owner of the Lot or Townhome Unit and shall be a special assessment against and lien upon the Lot or Townhome Unit until paid by the Owner.

5.03 If any Owner commences an arbitration proceeding or other claim or a counterclaim against the Association, the Board, any Association committee, or any individual director, officer or committee member of the Association, or Developer, and such Owner fails to prevail in such proceeding, claim or counterclaim, the Association, Board, and the individual director, officer or committee member and Developer involved in such matter shall be entitled to recover from such Owner all costs and expenses incurred in defending such proceeding, claim or counterclaim, including reasonable attorneys' fees. Such recovery right shall constitute a special assessment against the Owner's Lot or Townhome Unit and shall be enforceable against such Lot or Townhome Unit as provided herein and shall be a binding personal obligation of such Owner.

5.04 Each special assessment shall be due and payable upon the date and in such manner as is specified by the Association.

ARTICLE VI. DELINQUENT ASSESSMENTS

6.01 Subject to the exemptions provided herein, each Assessment, whether general, special or in the nature of a user, transfer, invitation fee or otherwise, shall be a charge against the Owner and automatically shall become a lien in favor of the Association on the Lot or Townhome Unit against which it is levied as soon as the Assessment becomes due. Should any Owner fail to pay any Assessment in full within 30 days after the due date thereof, then such Assessment shall be delinquent, the Owner shall be charged a late fee of 5% of the unpaid

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amount and the unpaid amount shall bear interest at the rate of 12% per annum (or such other rate as the Board shall establish from time to time but in no event at a rate that is usurious under applicable law) from the delinquency date until paid, which late fee and interest shall become part of the delinquent Assessment and the lien on the Lot or Townhome Unit. Should the Board engage the services of an attorney to collect any Assessment hereunder, all costs of collecting such Assessment, including court costs and reasonable attorneys' fees and expenses, shall, to the extent permitted by applicable law, be added to the amount of the Assessment being collected and the lien on the Lot or Townhome Unit. The Board may evidence the lien by causing a Certificate of Lien to be filed with the Recording Office. The Certificate of Lien, which shall be signed and acknowledged by an officer of the Association, shall set forth (a) the name and address of the Association; (b) the amount of the delinquent Assessment or other payment due hereunder; (c) the amount of accrued interest, late fee or other payments due; and (d) the name of the Owner and identity of the Lot or Townhome Unit. A copy of the Certificate of Lien shall be mailed to the Owner at the address of the Lot or Townhome Unit or such other address as Association has in its files for the Owner. At anytime after thirty (30) days following the filing of the Certificate of Lien, the Board may institute on behalf of the Association foreclosure proceedings against the affected Lot or Townhome Unit in the manner for foreclosing a mortgage or deed of trust by private sale on the real property under the laws of the State of Missouri. Each current and future Owner of a Lot or Townhome Unit hereby consents to such foreclosure mechanism. In the event of such foreclosure, the Owner shall be liable for the amount of all unpaid Assessments and other sums due hereunder, the costs and expenses of such proceeding, the costs and expenses for filing the notice of the claim and lien and, to the extent allowed by law, all reasonable attorneys' fees incurred in connection with such enforcement of the lien. The Developer and/or the Association shall have the right to bid on a Lot or Townhome Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Each Assessment and other sums due hereunder, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the Owner of the Lot or Townhome Unit at the time when the Assessment or other payment became due. No Owner may exempt themselves from liability for any Assessment or other sum due hereunder by abandonment of his Lot or Townhome Unit or by waiver of the use of enjoyment of all, or part of, the Common Areas. All successors to the fee simple title of a Lot or Townhome Unit shall be jointly and severally liable for all unpaid Assessments, other sums due hereunder, interest, late charges, costs and expenses and attorneys' fees against such Lot or Townhome Unit with the Owner who owned the Lot or Townhome Unit at the time of the unpaid Assessment or other sum first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. A successor Owner may rely upon the statement of status of Assessments by, or on behalf of, the Association as provided elsewhere in this Declaration. The Association may initiate a proceeding against the Owner, or any successor, as permitted hereunder to recover unpaid Assessments or other sums due hereunder, any late fees or interest thereon, the costs and expenses of such proceeding, and to the extent allowed by law, all reasonable attorneys' fees in connection therewith, without foreclosing or waiving the lien in favor of the Association as provided for herein.

6.02 All liens on any Lot or Townhome Unit for Assessments and other sums provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot or Townhome Unit, as

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provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such Assessments or other sums to the extent applicable to periods prior to the entry of the order allowing such foreclosure or the execution of a deed in lieu thereof but shall not release such Lot or Townhome Unit from liability for any Assessment or other sums applicable to periods thereafter. If the Owner subsequently redeems the Lot or Townhome Unit from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

6.03 Payment of a delinquent Assessment or other sum due hereunder may be enforced by proceedings as permitted hereunder against the Owner personally and/or against the Lot or Townhome Unit, including through lien foreclosure proceedings in any court having jurisdiction or suits for the enforcement of such liens. For each Certificate of Lien filed by the Association, the Owner of the Lot or Townhome Unit described therein shall pay the Association a fee of \$200.00, which fee shall be added to the amount of the delinquent Assessment and the lien on the Lot or Townhome Unit.

6.04 Liens established hereunder shall continue for a period of fifteen (15) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the Assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

6.05 The Association may cease to provide any or all of the services, inclusive of, but not limited to, the use of the Common Areas, that are provided by or through the Association with respect to any Lot or Townhome Unit during any period that the Lot or Townhome Unit is delinquent on the payment of an Assessment or other sums due under this Declaration, or if a violation exists as to the rules, regulations and policies that govern the Common Areas; no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation. No Owner may waive or otherwise avoid liability for any Assessment by not using any Common Areas or declining any services provided through the Association.

6.06 No claim of the Association for Assessments and charges shall be subject to setoffs or counterclaims made by any Owner.

ARTICLE VII. NOTICES

7.01 The Association shall designate from time to time the place where payment of Assessments shall be made and other business in connection with the Association may be transacted.

7.02 All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person or last known person entitled to such notice at the address of the Lot or Townhome Unit. Notice to one co-Owner shall constitute notice to all co-Owners.

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**ARTICLE VIII.
EXTENSION OF SUBDIVISION**

The Developer shall have, and expressly reserves, the right (but not the obligation), from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration other adjacent or nearby lands (without reference to any street, park or right of way) regardless of whether the additional property is platted as or is known by a name other than "Staley Farms" by executing, acknowledging and recording in the Recording Office a written instrument subjecting such additional property to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such written instrument adding additional lands may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable, as solely determined by the Developer in its absolute discretion.

**ARTICLE IX.
TERM, AMENDMENT AND TERMINATION**

9.01 The provisions of this Declaration shall run with the land and bind with the Subdivision until December 31, 2036, after which time the same shall be automatically extended for successive periods of ten (10) years each unless terminated or the term hereof is amended or modified as provided herein. This Declaration may be terminated, amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by (a) the Owners of at least two-thirds (2/3) of the Lots and Townhome Units within the Subdivision as then constituted and (b) during the Development Period, the Developer; provided, however, the written consent of the City shall be required for the termination of this Declaration in its entirety or to any amendment, modification or termination of any provision of this Declaration regarding the Right of Way Amenities. If such consent of the City is requested, it shall be made in writing to the City Clerk. The City shall have 60 days, after receipt of the request, to rule on the request.

9.02 Anything set forth in Section 9.01 of this Article to the contrary notwithstanding, except the provision relating to the requirement of the City's consent, Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend or change any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose. No such amendment by the Developer shall require the consent of any Owner.

9.03 If the rule against perpetuities is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon the lapse of 20 years after the death of the last survivor of the now-living children and grandchildren of any of the persons who are members of the Developer as of the date hereof.

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**ARTICLE X.
ASSIGNMENT**

10.01 The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey, transfer and set over to any persons or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder. Upon recording of such assignment in the Recording Office, Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

10.02 The Association shall have no right, without the written consent of the Developer, to assign, convey, or transfer all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

**ARTICLE XI.
COVENANTS RUNNING WITH THE LAND**

11.01 All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. By accepting a deed to any of the Lots or Townhome Units, each future grantee of any of the Lots or Townhome Units shall be deemed to have personally consented and agreed to the provisions of this Declaration as applied to the Lot or Townhome Unit owned by such Owner. The provisions of this Declaration shall not benefit or be enforceable by any creditor of the Association (other than the Developer) in such capacity as a creditor.

11.02 No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of or default under this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation or default.

11.03 No waiver of any violation or default shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have.

**ARTICLE XII.
INSURANCE LOSS; CONDEMNATION**

Each Owner hereby irrevocably appoints the Board as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any damage or other loss in connection with the Common Areas which is covered by insurance written in the name of the Association or a complete or partial taking of the Common Areas in condemnation, or conveyance in lieu thereof. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any

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other Owner conveying any portion of the Subdivision shall constitute appointment of the Association as the grantee's attorney-in-fact for such purposes. The Board shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver, settlement or other instrument on behalf of the Association with respect to the interest of any Owner which may be necessary to exercise the powers granted hereby to the Board as attorney-in-fact.

ARTICLE XIII. RIGHT OF WAY AMENITIES

13.01 Pursuant to the terms and conditions of Committee Substitute for Ordinance No. 020576 (the "Ordinance"), the City Council of Kansas City, Missouri, has allowed the Developer to construct certain Common Areas improvements within certain public right-of-ways associated with streets in the Subdivision (the "Right of Way Amenities"). The following provisions of this Article are included pursuant to the Ordinance.

13.02 The Right of Way Amenities, although located within the City right-of-way, are the sole responsibility of the Owners, which responsibilities the Owners shall satisfy and fulfill through the management of the Association. Such delegation shall not, however, relieve the Owners of their responsibilities under this Article.

13.03 The City is hereby released from any and all past, present or future liability for any damage that may be caused at any time to any person or to any real or personal property resulting from or related to, directly or indirectly, the City allowing the Right of Way Amenities to be located in its right-of-way, or otherwise acting or failing to act with respect to the maintenance of the Right of Way Amenities. The City is hereby further released from any and all past, present or future obligations to expend any public funds or to take any other action to maintain or improve the Right of Way Amenities.

13.04 The Association, or upon its failure, the Owners, will indemnify and hold harmless the City, its Mayor, the members of the City Council and the employees and agents of the City from and against any and all losses, damages, costs and expenses, including reasonable attorneys fees, that may be incurred or suffered by any of them as a result of or in connection with any claims that may be asserted against any of them in connection with the Right of Way Amenities. The Association, or upon its failure, the Owners, will further be required to promptly reimburse the City for any public funds the City may expend with respect to maintenance of the Right of Way Amenities in the event the Association fails to maintain the same, although the City is under absolutely no obligation to so maintain.

13.05 The Developer, the Association and the Owners understand and agree, if the City or the City's designee damages the Right of Way Amenities, repair or replacement of the same shall not be the responsibility of the City or the City's designee unless the City or it's designee has been grossly negligent in its actions.

13.06 The Developer, the Association and the Owners understand and agree, should the City determine that the Right of Way Amenities are endangering the public health, safety or welfare or have become unsightly or a nuisance, or interfere in any way with the City's use of the right-of-way, that upon request of the City, the Association will remove or cause to be

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removed any or all Right of Way Amenities from the City's right-of-way. Should the Association fail to comply with the City's removal request, the City may remove the same and the Association, or upon its failure, the Owners, shall be obligated to reimburse the City for the removal.

13.07 The Association, or upon its failure, the Owners shall maintain adequate liability insurance to cover all reasonably insurable risks associated with the maintenance of the Right of Way Amenities and the covenants contained in this Article.

13.08 The Developer and the City shall be third-party beneficiaries of all provisions of this Declaration relating to the Right of Way Amenities, and the Developer and the City shall have the right to enforce all restrictions, obligations and other provisions regarding the Right of Way Amenities.

ARTICLE XIV. TOWNHOME ASSOCIATION

14.01 Townhome Association.

(a) Any Townhome Developer may establish and organize a Townhome Association for all or any portion of the Townhome Property by recording a Townhome Association Declaration. The Townhome Association that is established by a Townhome Developer shall be subject in all respects to this Declaration and the approvals of the Developer as required hereby.

(b) The Townhome Units within a particular Townhome Association may be subject to additional easements, covenants, conditions and restrictions as set forth in the Townhome Association Declaration. The Owners within a Townhome Association may all be members of the Townhome Association in addition to the Association.

(c) A Townhome Association may provide a higher level of service or special services for the benefit of the Townhome Units in such Townhome Association. The cost of such services, which may include a reasonable administrative charge in such amount as the Townhome Association deems appropriate, shall be assessed against the Townhome Units within the Townhome Association as a Special Assessment pursuant to the Townhome Association Declaration.

(d) A Townhome Association may request that the Association provide a higher level of service or special services for the benefit of the Townhome Units within the Townhome Association and the Association may, in its sole discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate, shall be assessed against the Townhome Units within such Townhome Association as a Special Assessment pursuant to Article V of this Declaration.

(e) To the extent of any conflict between this Section and the remaining provisions of the Declaration, this Section shall control.

Clay County, Missouri
Unofficial Document

ARTICLE XV.
GENERAL PROVISIONS

15.01 Failure of the Association or the Board to enforce any provision contained herein shall not be deemed a waiver of the right to do so at a subsequent time. If the Association successfully enforces any terms of this Declaration, it 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.

15.02 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 Agreement and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.03 If this Declaration conflicts, in any way, with the Amended and Restated Declaration, Covenants, Conditions, Restrictions And Disclosures For Staley Farms, the Amended and Restated Declaration, Covenants, Conditions, Restrictions And Disclosures For Staley Farms shall control. If this Declaration conflicts, in any way, with the Articles of Incorporation for the Association or the Bylaws, this Declaration shall control.

15.04 THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PERSONS REFERENCED HEREIN. The Developer, the Owner or Owners of any of the Lots or Townhome Units and the Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein and any rules or regulations established as permitted herein and any guidelines, rules or regulations established as permitted herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or Townhome Unit, or all or any portion of the Common Areas, or the condition thereof, and (c) any claim asserted by the Association, an Owner or Owners, former Owner(s), contract purchasers, any real estate broker, agent or sales person participating in the sale of a Lot or Townhome Unit, against Developer for any reason shall be resolved solely and exclusively by arbitration in accordance with the Missouri Uniform Arbitration Act (the "Act"), as modified from time to time, in accordance with the procedure set out below. However, the provisions of this Section 15.04 shall not either prevent a party from obtaining a temporary injunction from a court of general jurisdiction pending designation of the arbitrators, from foreclosure or enforcement of any liens established pursuant to this Declaration or from enforcement of any order or decision of the arbitrators as provided herein. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

(a) Any of the aforementioned parties may request arbitration of any matter in dispute. The party requesting arbitration shall do so by giving written notice to the other party/parties, specifying in the notice the name and address of the person designated to act as arbitrator on the first party's behalf. Within ten (10) days after the service of this notice, the other party/parties shall give notice to the first party, specifying the name and address of the person designated to act as arbitrator on the second party's/parties' behalf.

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If the second party/parties fails to notify the first party of the appointment of such party's arbitrator within the time specified, then the first arbitrator appointed shall appoint the second arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and the two arbitrators shall together appoint a third arbitrator. If the two arbitrators are unable to agree upon that appointment within twenty (20) days after the appointment of the second arbitrator, then the parties to such dispute may apply, upon notice to the other party, to the Missouri Circuit Court located in the County in which the Property is located for the appointment of the third arbitrator. In rendering their award, the arbitrators shall have no power to modify any of the covenants, conditions and restrictions contained herein.

(b) The arbitrators so selected must be at least thirty-five (35) years old; may not be an Owner or occupant of a Lot or Townhome Unit; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.

(c) Each party to an arbitration proceeding hereunder may be represented by an attorney, seek subpoenas, may be heard, present evidence and cross-examine witnesses and shall have the right to adjournment for good cause.

(d) The arbitrators may grant any remedy or relief the arbitrators deem just and equitable and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Missouri. If as part of any award any party is ordered to pay another party money, the amount to be so paid shall accrue interest at the rate of 15% per annum from 15 days following the date of the award until the same is paid in full.

(e) The losing party in any such arbitration proceeding, as determined by the arbitrators, shall pay the prevailing party's costs and expenses of such arbitration, including, without limitation, reasonable attorneys' fees and costs. If no party is determined to have prevailed in such arbitration proceeding, then each party shall pay the fees and expenses of the original arbitrator appointed by that party; the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties; and each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof, and the costs and expenses related thereto.

15.05 None of the Developer, the Association, the Board, any Association committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any 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.

15.06 Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

Clay County, Missouri
Unofficial Document

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

DEVELOPER:

Intell Staley Farms LLC, a Missouri
Limited Liability Company

By: [Signature]
Name: Gary Barnett
Title: Authorized Member

STATE OF ^{Missouri} ~~NEW YORK~~)
COUNTY OF ^{Jackson} ~~NEW YORK~~) ss:

BE IT REMEMBERED, that on this 6th day of November, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared Gary Barnett, as Authorized Member of Intell Staley Farms LLC, a Missouri limited liability company, personally known to me to be the same person who executed as such, the above and foregoing instrument in writing on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My appointment expires:

[Signature]
NOTARY PUBLIC KAREN S. COPENHAVER

KAREN S. COPENHAVER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 12, 2006

BK4441 PG933

Clay County, Missouri Unofficial Document

Exhibit A

Legal Description

13557 / 44550
LMHAI 1036620v3

BK4441 PG934

Clay County, Missouri
Unofficial Document

8K4441 PG935

All that part of the Northeast Quarter and the Southeast Quarter of Section 25, the Northeast Quarter of Section 36, all in Township 52, Range 33, all that part of the Southeast and Southwest Quarter of Section 30, the West One-Half of the Northeast Quarter of Section 31, the Northeast Quarter of Section 31, all in Township 52, Range 32, in Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 36, Township 52, Range 33; thence North 89 degrees 15 minutes 00 seconds West, along the South line of said Northeast Quarter, 2613.27 feet to the Southwest corner of said Northeast Quarter; thence North 0 degrees 27 minutes 00 seconds East, along the West line of said Northeast Quarter, 2636.27 feet to the Southwest corner of the Southeast Quarter of said Section 25; thence North 0 degrees 43 minutes 50 seconds East, along the West line of the Southeast Quarter of said Section 25, 2663.90 feet to the Southwest corner of the Northeast Quarter of said Section 25; thence North 0 degrees 42 minutes 59 seconds East, along the West line of the Northeast Quarter of said Section 25, 187.07 feet to its intersection with the Westerly prolongation of the Northerly right-of-way line of Staley Road, as now established; thence South 87 degrees 08 minutes 01 seconds East, along said Northerly right-of-way line, 799.78 feet; thence South 66 degrees 31 minutes 01 seconds East, along said Northerly right-of-way line, 1518.83 feet; thence South 60 degrees 30 minutes 00 seconds East, 493.32 feet to a point on the East line of said Section 25; thence South 0 degrees 30 minutes 16 seconds West, along said East line, 1431.02 feet; thence South 89 degrees 45 minutes 58 seconds East, 15.30 feet to a point in the centerline of Staley road, as now established; thence South 0 degrees 32 minutes 19 seconds West along said centerline, 2.73 feet; thence Southeasterly along said centerline, on a curve to the left, tangent to the last described course, having a radius of 150.00 feet, an arc distance of 235.61 feet; thence South 89 degrees 27 minutes 28 seconds East, along said centerline, 1975.51 feet; thence Easterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 164.72 feet; thence South 57 degrees 59 minutes 55 seconds East, along said centerline, 342.63 feet; thence Southeasterly, along said centerline, on a curve to the left, tangent to the last described course, having a radius of 966.70 feet, an arc distance of 264.05 feet; thence Southeasterly, along said centerline, on a curve to the right, having a common tangent with the last described course, having a radius of 1042.61 feet; an arc distance of 168.93 feet; thence South 64 degrees 21 minutes 55 seconds East, along said centerline, 173.14 feet; thence Southeasterly, along said centerline, along a curve to the left, tangent to the last described course, having a radius of 1507.54 feet, an arc distance of 189.88 feet; thence South 71 degrees 34 minutes 55 seconds East, along said centerline, 401.68 feet; thence Southeasterly, along said centerline, on a curve to the right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 145.73 feet to a point on the East line of the West One-Half of the Northeast Quarter of said Section 31; thence South 0 degrees 29 minutes 35 seconds West, along said East line, 2357.74 feet to the Southeast corner of said West One-Half, thence North 88 degrees 53 minutes 06 seconds West, along the South line of said Northeast Quarter, 1313.01 feet to the Southeast corner of the Northwest Quarter of said Section 31; thence North 88 degrees 53 minutes 06 seconds West, along the South line of said Northwest Quarter, 2514.42 feet to the Point of Beginning. Except that part granted to Missouri Public Service Company as contained in the Report of Commissioners recorded in Book 1102, at Page 436, being described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section 36, said point being 64.00 feet South of the Northwest corner of said Northeast Quarter, thence South 89 degrees 23 minutes 36 seconds East, 200.00 feet; thence North 0 degrees 27 minutes 00 seconds East, 64.00 feet to a point on the North line of said Northeast Quarter; thence South 89 degrees 23 minutes 36 seconds East, along said North line, 400.00 feet; thence South 0 degrees 27 minutes 00 seconds West, 214.00 feet; thence North 89 degrees 23 minutes 36 seconds West, 400.00 feet; thence North 0 degrees 27 minutes 00 seconds East, 130.00 feet; thence North 89 degrees 23 minutes 36 seconds West, 200.00 feet to a point on the West line of said Northeast Quarter; thence North 0 degrees 27 minutes 00 seconds East, along said West line, 20.00 feet to the Point of Beginning. Except that part on the West in North Woodland Avenue, that part on the South in 100th Street, and that part lying in Staley Road, as now established.

Clay County, Missouri
Unofficial Document

The West one-half of the Southeast Quarter of Section 24, all that part of the Northeast Quarter and all that part of the Southeast Quarter of Section 25, all in Township 52, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 25; thence North 00 degrees 42 minutes 59 seconds East, along the West line of said Northeast Quarter, 187.07 feet to the True Point of Beginning of the tract to be herein described; thence continuing North 00 degrees 42 minutes 59 seconds East, along said West line, 2418.84 feet to the Southwest corner of the Southeast Quarter of said Section 24; thence North 00 degrees 27 minutes 40 seconds East, along the West line of said Southeast Quarter, 2640.93 feet to the Northwest corner of said Southeast Quarter; thence South 89 degrees 03 minutes 59 seconds East, along the North line of said Southeast Quarter, 1309.09 feet to the Northeast corner of the West one-half of said Southeast Quarter; thence South 00 degrees 26 minutes 25 seconds West, along the East line of said West one-half, 2634.51 feet to the Southeast corner of said West one-half, said point being also on the North line of the Northeast Quarter of said Section 25; thence South 89 degrees 20 minutes 50 seconds East, along the North line of said Northeast Quarter, 1310.01 feet to the Northeast corner of said Northeast Quarter; thence South 00 degrees 30 minutes 16 seconds West along the East line of said Section 25, 3276.95 feet to a point on the North right-of-way line of Staley Road, as now established; thence North 60 degrees 30 minutes 55 seconds West along said North right of way line, 493.32 feet; thence North 66 degrees 31 minutes 01 second West along said Northerly right-of-way line, 1518.83 feet; thence North 87 degrees 08 minutes 01 second West, along said Northerly right-of-way line and its Westerly prolongation, 799.78 feet to the True Point of Beginning. Except that part on the North in Missouri Route 291 and that part on the West in North Woodland Avenue.

BK 4441 PG 936

Clay County, Missouri
Unofficial Document

A tract of land in the Northeast Quarter and Southeast Quarter of Section 25, Township 52 North, Range 33 West of the Fifth Principal Meridian in Kansas City, Clay County, Missouri, lying generally Easterly of N. Woodland Avenue and Southerly of Staley Road and being described as follows: Commencing at the Northwest corner of said Southeast Quarter; thence South $0^{\circ}43'50''$ West along the West line of said Southeast Quarter, 159.44 feet; thence South $87^{\circ}36'22''$ East, 30.01 feet to the True Point of Beginning of the tract to be herein described, said point being on the East right-of-way of said N. Woodland Avenue, as now established; thence South $87^{\circ}36'22''$ East along the Northerly line of the proposed plat of "Staley Golf Course First Plat", 460.05 feet; thence South $61^{\circ}13'40''$ East along said Northerly line, 586.67 feet; thence South $74^{\circ}50'41''$ East along said Northerly line, 919.61 feet; thence South $58^{\circ}34'10''$ East along said Northerly line, 407.07 feet; thence South $89^{\circ}31'31''$ East along said Northerly line, 189.53 feet; thence South $54^{\circ}58'17''$ East along said Northerly line, 128.57 feet; thence South $89^{\circ}29'44''$ East along said Northerly line, 89.42 feet to a point on the East line of said Southeast Quarter; thence North $0^{\circ}30'16''$ East along said East line, 290.17 feet to a point on the Northerly right-of-way line of said Staley Road, as now established; thence North $60^{\circ}30'55''$ West, along said Northerly right-of-way line, 493.32 feet; thence North $66^{\circ}31'01''$ West along said Northerly right-of-way line, 1518.83 feet; thence North $87^{\circ}08'01''$ West along said Northerly right-of-way line, 769.76 feet to the East right-of-way line of said N. Woodland Avenue; thence South $0^{\circ}42'59''$ West along said East right-of-way line, 185.95 feet; thence South $0^{\circ}43'50''$ West along said East right-of-way line, 160.31 feet to the Point of Beginning. Containing 24.53 acres, more or less. (Except that part in said Staley Road, containing 3.99 acres.) Tract contains a net area of 20.54 acres.

13557 / 44550
LMHA1 970968

Clay County, Missouri
Unofficial Document

Recorded in: Clay County, Missouri

Date and Time: 07/12/2005 at 02:59:43 PM

Instrument Number: 2005032073

Book: 5063 Page: 12

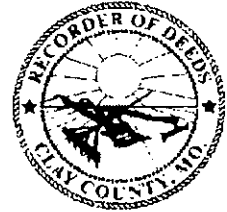
Instrument Type REST

Page Count 3

Recording Fee \$30.00 S



Grantor STALEY LAND CO
Grantee STALEY LAND CO



Robert T Sevier, Recorder

RECORDING COVER SHEET

567165

Title of Document: Staley Farms Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures Additional Phase (Seventh Plat)

Date of Document: May 5, 2005

Grantor: Staley Land Company, LLC

Grantees: Staley Land Company, LLC

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: Lots 1 through 48 and Tracts A, B, C and D, Staley Farms, Seventh Plat, a subdivision in Kansas City, Clay County, Missouri

Reference Book and Page(s) Book 4441 and Page 875.

After recording return to:

Polsinelli Shalton Welte Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

RETURN DOCUMENT TO:

ATTN: LUTZEN (same)
SECURITY LAND TITLE COMPANY
FILE NO. 567165

<http://www.claycountymo.gov>

Clay County, Missouri
Unofficial Document

**STALEY FARMS
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND DISCLOSURES
ADDITIONAL PHASE
(Seventh Plat)**

THIS DECLARATION is made as of the 5th day of May, 2005, by Staley Land Company, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Staley Farms"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots"):

Lots 1 through 48 and Tracts A, B, C and D, STALEY FARMS
SEVENTH PLAT, a subdivision in City of Kansas City, Clay County,
Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms filed with the Recording Office in Book 4441 at Page 875 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 22 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts A, B, C and D of Staley Farms Seventh Plat are "Common Areas" under the Original Declaration.

Notwithstanding the foregoing, the Additional Lots shall be subject to the following additional restrictions or provisions (with capitalized terms not defined herein having the meanings set forth in the Original Declaration):

1. Exterior walls of all residences and all appurtenances thereto shall be of stucco (but no stucco board or stuccato), brick, natural stone or (if specifically approved by the Developer) cast stone of a similar tone and form, wood shingles, masonite or wood lap siding, plate glass, glass blocks, wood trim, or any combination thereof, except as and where otherwise expressly approved in

Clay County, Missouri
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writing by the Developer. Exterior concrete blocks shall not be permitted as a finished surface. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, 4 feet by 8 feet panels.

2. Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath and must be constructed of brick, stone, stucco or other masonry products approved by the Developer. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.

3. Roofs of residences shall be covered with wood shingles, wood shakes, concrete tiles, clay tiles, slate, or high quality composition shingles, all of the specific types, colors, styles, dimensions and other aesthetic factors approved by the Developer in writing.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

STALEY LAND COMPANY, LLC

By: Mark R. Simpson

Mark R. Simpson, Member

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Be it remembered that on this 5th day of May, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

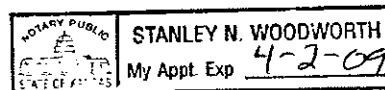
My Commission Expires:

[SEAL]

048561 / 100730
SNWOO 227619

Stanley N. Woodworth
Notary Public in and for said County and State

Print Name: _____



Clay County, Missouri
Unofficial Document

Recorded in Clay County, Missouri

Date and Time: 12/01/2006 at 03:47:00 PM

Instrument Number: 2006052854

Book: 5568 Page: 73

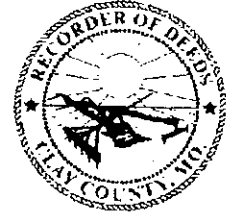
Instrument Type REST

Page Count 3

Recording Fee \$30.00 S



Grantor STALEY LAND CO
Grantee STALEY LAND CO



Robert T Sevier, Recorder

RECORDING COVER SHEET

Title of Document: Amended and Restated Staley Farms Homeowners' Association Declaration Additional Phase (10th Plat)

Date of Document: October 18, 2006

Grantor: Staley Land Company, LLC

Grantees: Staley Land Company, LLC
Staley Farms Homeowners' Association

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: Lots 1 through 13 and Tracts A, B, C, D and E, STALEY FARMS - TENTH PLAT, THE RETREAT, a subdivision in the City of Kansas City, Clay County, Missouri.

Reference Book and Page(s) Book 4441 at Page 914; Book 5030 at Page 35; Book 5176 at Page 5

After recording return to:

Polsinelli Shalton Welte Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

FIRST AMERICAN TITLE CO.

678 733

Clay County, Missouri
Unofficial Document

**AMENDED AND RESTATED
STALEY FARMS
HOMEOWNERS' ASSOCIATION DECLARATION
ADDITIONAL PHASE
(10th Plat)**

THIS DECLARATION is made as of the 18th day of October, 2006, by Staley Land Company, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), additional plats of the subdivision known as "Staley Farms"; and

WHEREAS, such plats add the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

Lots 1 through 13 and Tracts A, B, C, D and E, STALEY FARMS –
TENTH PLAT, THE RETREAT, a subdivision in the City of
Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 4441 at Page 914, as amended by Amendment to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5030 at Page 35 and by Amendment No. 2 to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5176 at Page 5 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and

244163.1

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Unofficial Document

other provisions set forth in the Original Declaration. As contemplated in Article VIII of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts A, B, C, D and E of Staley Farms – Tenth Plat, The Retreat are “Common Areas” under the Original Declaration.

STALEY LAND COMPANY, LLC

By: Mark R. Simpson
Mark R. Simpson, Member

STATE OF Missouri)
) ss.
COUNTY OF Platte)

Be it remembered that on this 18th day of October, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

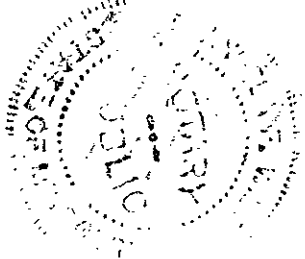
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

April 6, 2009
[SEAL]

Angela F. Wilt
Notary Public in and for said County and State

Print Name: Angela F. Wilt



ANGELA F. WILT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: April 6, 2009
Commission # 05692563

Clay County, Missouri
Unofficial Document

Recorded in Clay County, Missouri

Date and Time: 06/26/2006 at 03:44:19 PM

Instrument Number: 2006027293

Book: 5415 Page: 14

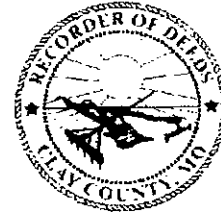
Instrument Type REST

Page Count 3

Recording Fee \$30.00 \$



Grantor STALEY LAND CO
Grantee STALEY LAND CO



Robert T Sevier, Recorder

RECORDING COVER SHEET

Title of Document: Amended and Restated Staley Farms Homeowners' Association Declaration Additional Phase (8th Plat)

Date of Document: June 15, 2006

Grantor: Staley Land Company, LLC

Grantees: Staley Land Company, LLC
Staley Farms Homeowners' Association

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: Lots 1 through 32 and Tracts A, B, C, D and E, STALEY FARMS - EIGHTH PLAT, THE ENCLAVE, a subdivision in the City of Kansas City, Clay County, Missouri.

Reference Book and Page(s) Book 4441 at Page 914; Book 5030 at Page 35; Book 5176 at Page 5

After recording return to:

Polsinelli Shalton Welte Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

Clay County, Missouri
Unofficial Document

**AMENDED AND RESTATED
STALEY FARMS
HOMEOWNERS' ASSOCIATION DECLARATION
ADDITIONAL PHASE
(8th Plat)**

THIS DECLARATION is made as of the 15th day of June, 2006, by Staley Land Company, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Staley Farms"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

Lots 1 through 32 and Tracts A, B, C, D and E, STALEY FARMS -
EIGHTH PLAT, THE ENCLAVE, a subdivision in the City of
Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 4441 at Page 914, as amended by Amendment to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5030 at Page 35 and by Amendment No. 2 to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5176 at Page 5 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article VIII of the

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Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts A, B, C, D and E of Staley Farms - Eighth Plat, The Enclave are "Common Areas" under the Original Declaration.

STALEY LAND COMPANY, LLC

By: *Mark R. Simpson*
Mark R. Simpson, Member

STATE OF ~~KANSAS~~ ^{Missouri})
COUNTY OF ~~JOHNSON~~ ^{Clay}) ss.

Be it remembered that on this 15th day of June, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

[SEAL]

Barbara McMullin
Notary Public in and for said County and State

Print Name: Barbara McMullin

Barbara McMullin
Notary Public - Notary Seal
State of Missouri
County of Platte
My commission expires June 12, 2009
Commission # 05527068

048561 / 100730
SNWOO 233649

Clay County, Missouri
Unofficial Document

Recorded in Clay County, Missouri

Date and Time: **06/26/2006** at **03:44:19 PM**

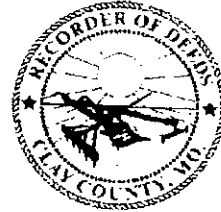
Instrument Number: **2006027292**

Book: **5415** Page: **13**

Instrument Type: **REST**

Page Count: **3**

Recording Fee: **\$30.00 S**



Robert T Sevier, Recorder



Grantor **STALEY LAND CO**
Grantee **STALEY LAND CO**

RECORDING COVER SHEET

Title of Document: Amended and Restated Staley Farms Homeowners' Association Declaration Additional Phase (8th and 9th Plats)

Date of Document: Jun 11, 2006

Grantor: Staley Land Company, LLC

Grantees: Staley Land Company, LLC
Staley Farms Homeowners' Association

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: Lots 1 through 32 and Tracts A, B, C, D and E, STALEY FARMS - EIGHTH PLAT, THE ENCLAVE, a subdivision in the City of Kansas City, Clay County, Missouri.

Lots 27 through 56 and Tracts A, B, C and D, STALEY FARMS - NINTH PLAT, THE ELAN, a subdivision in the City of Kansas City, Clay County, Missouri.

Reference Book and Page(s) Book 4441 at Page 914; Book 5030 at Page 35; Book 5176 at Page 5

After recording return to:

Polsinelli Shalton Welte Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

233649.1

Clay County, Missouri
Unofficial Document

**AMENDED AND RESTATED
STALEY FARMS
HOMEOWNERS' ASSOCIATION DECLARATION
ADDITIONAL PHASE
(8th and 9th Plats)**

THIS DECLARATION is made as of the 11th day of January, 2006, by Staley Land Company, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), additional plats of the subdivision known as "Staley Farms"; and

WHEREAS, such plats add the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

Lots 1 through 32 and Tracts A, B, C, D and E, STALEY FARMS - EIGHTH PLAT, THE ENCLAVE, a subdivision in the City of Kansas City, Clay County, Missouri.

Lots 27 through 56 and Tracts A, B, C and D, STALEY FARMS - NINTH PLAT, THE ELAN, a subdivision in the City of Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 4441 at Page 914, as amended by Amendment to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5030 at Page 35 and by Amendment No. 2 to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5176 at Page 5 (as amended, the "Original Declaration").

233649.1

Clay County, Missouri
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NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article VIII of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Lots 27 through 56, Staley Farms - Ninth Plat, The Elan are "Villas Lots" under the Original Declaration.

Tracts A, B, C, D and E of Staley Farms - Eighth Plat, The Enclave and Tracts A, B, C and D of Staley Farms - Ninth Plat, The Elan are "Common Areas" under the Original Declaration.

STALEY LAND COMPANY, LLC

By: Mark R. Simpson
Mark R. Simpson, Member

STATE OF ^{Missouri} ~~KANSAS~~)
) ss.
COUNTY OF ^{Clay} ~~JOHNSON~~)

Be it remembered that on this 11th day of January, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

ANGELA F. WILT
Notary Public - Notary Seal
[SEAL] STATE OF MISSOURI
Clay County
My Commission Expires: April 6, 2009
Commission # 05692563

Angela F. Wilt
Notary Public in and for said County and State

Print Name: Angela F. Wilt

Clay County, Missouri
Unofficial Document

Recorded in Clay County, Missouri

Date and Time: 08/10/2006 at 01:35:38 PM

Instrument Number: 2006035126

Book: 5462 Page: 25

Instrument Type REST

Page Count 3

Recording Fee \$30.00 S



Grantor STALEY LAND CO
Grantee STALEY LAND CO



Robert T Sevier, Recorder

RECORDING COVER SHEET

Title of Document: Amended and Restated Staley Farms Homeowners' Association Declaration Additional Phase (9th Plat)

Date of Document: July 10, 2006

Grantor: Staley Land Company, LLC

Grantees: Staley Land Company, LLC
Staley Farms Homeowners' Association

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: Lots 27 through 56 and Tracts A, B, C and D, STALEY FARMS – NINTH PLAT, THE ELAN, a subdivision in the City of Kansas City, Clay County, Missouri.

Reference Book and Page(s) Book 4441 at Page 914; Book 5030 at Page 35; Book 5176 at Page 5

After recording return to:

Polsinelli Shalton Welte Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

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<http://www.claycountymo.gov>

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Clay County, Missouri
Unofficial Document

**AMENDED AND RESTATED
STALEY FARMS
HOMEOWNERS' ASSOCIATION DECLARATION
ADDITIONAL PHASE
(9th Plat)**

THIS DECLARATION is made as of the 6th day of July, 2006, by Staley Land Company, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Staley Farms"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

Lots 27 through 56 and Tracts A, B, C and D, STALEY FARMS –
NINTH PLAT, THE ELAN, a subdivision in the City of Kansas
City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 4441 at Page 914, as amended by Amendment to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5030 at Page 35 and by Amendment No. 2 to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5176 at Page 5 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and other provisions set forth in the Original Declaration. As contemplated in Article VIII of the

Clay County, Missouri
Unofficial Document

Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Lots 27 through 56, Staley Farms – Ninth Plat, The Elan are “Villas Lots” under the Original Declaration.

Tracts A, B and C of Staley Farms – Ninth Plat, The Elan are “Common Areas” under the Original Declaration.

STALEY LAND COMPANY, LLC

By:

Mark R. Simpson
Mark R. Simpson, Member

STATE OF ~~KANSAS~~ Missouri)

COUNTY OF ~~JOHNSON~~ Clay)

) ss.

Be it remembered that on this 6th day of July, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

[SEAL]

Barbara McMullin
Notary Public in and for said County and State

Print Name: Barbara McMullin

Barbara McMullin
Notary Public - Notary Seal
State of Missouri
County of Platte
My commission expires June 12, 2009
Commission # 05527068

048561 / 100730
SNWOO 250841

Date and Time: 04/11/2007 at 01:02:24 PM

Instrument Number: 2007014442

Book: 5674 Page: 143

Instrument Type: REST

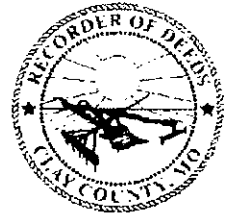
Page Count: 3

Recording Fee: \$30.00 S



Grantor STALEY LAND CO

Grantee STALEY LAND CO



Robert T Sevier, Recorder

RECORDING COVER SHEET

Title of Document: Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms Additional Phases (11th Plat)

Date of Document: February 27, 2007

Grantor: Staley Land Company, LLC

Grantees: Staley Land Company, LLC
Staley Farm Homeowners' Association

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: Lots 1 through 43 and Tracts A, B and C, STALEY FARMS – ELEVENTH PLAT, SHADOW WOODS, a subdivision in the City of Kansas City, Clay County, Missouri.

Reference Book and Page(s) Book 4441 at Page 875; Book 5030 at Page 34

After recording return to:

Polsinelli Shalton Flanigan Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

250153 2

Clay County, Missouri
Unofficial Document

**AMENDED AND RESTATED
STALEY FARMS
HOMEOWNERS' ASSOCIATION DECLARATION
ADDITIONAL PHASE
(11th Plat)**

THIS DECLARATION is made as of the 27 day of February, 2007, by Staley Land Company, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Staley Farms"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

Lots 1 through 43 and Tracts A, B and C, STALEY FARMS –
ELEVENTH PLAT, SHADOW WOODS, a subdivision in the City
of Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, assessments, charges and other provisions contained in that certain Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 4441 at Page 914, as amended by Amendment to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5030 at Page 35 and by Amendment No. 2 to Amended and Restated Staley Farms Homeowners' Association Declaration filed with the Recording Office in Book 5176 at Page 5 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Lots shall be, and they hereby are, subject to the covenants, assessments, charges and

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Clay County, Missouri
Unofficial Document

other provisions set forth in the Original Declaration. As contemplated in Article VIII of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Tracts A, B and C of Staley Farms – Eleventh Plat, Shadow Woods are “Common Areas” under the Original Declaration.

STALEY LAND COMPANY, LLC

By: *Mark R. Simpson*
Mark R. Simpson, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Be it remembered that on this 27 day of February, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

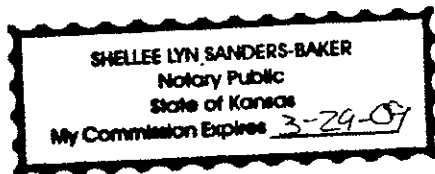
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

3-29-09
[SEAL]

Shelley Lyn Sanders-Baker
Notary Public in and for said County and
State

Print Name: Shelley Lyn Sanders-Baker



Clay County, Missouri
Unofficial Document

Recorded in Clay County, Missouri

Date and Time: 04/11/2007 at 01:02:24 PM

Instrument Number: 2007014443

Book: 5674 Page: 144

Instrument Type: REST

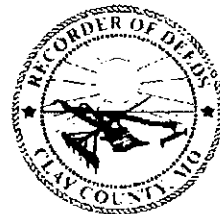
Page Count: 4

Recording Fee: \$33.00 S



Grantor: STALEY LAND CO

Grantee: STALEY LAND CO



Robert T Sevier, Recorder

RECORDING COVER SHEET

Title of Document: Amended and Restated Staley Farms Homeowners' Association Declaration Additional Phase (11th Plat)

Date of Document: February 27, 2007

Grantor: Staley Land Company, LLC

Grantees: Staley Land Company, LLC
Staley Farms Homeowners' Association

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: Lots 1 through 43 and Tracts A, B and C, STALEY FARMS – ELEVENTH PLAT, SHADOW WOODS, a subdivision in the City of Kansas City, Clay County, Missouri.

Reference Book and Page(s) Book 4441 at Page 914; Book 5030 at Page 35; Book 5176 at Page 5

After recording return to:

Polsinelli Shalton Flanigan Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

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Clay County, Missouri
Unofficial Document

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND
DISCLOSURES FOR
STALEY FARMS
ADDITIONAL PHASE
(11th Plat)**

THIS DECLARATION is made as of the 27 day of February, 2006, by Staley Land Company, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Staley Farms"; and

WHEREAS, such plat adds the following lots to the subdivision (the "Additional Lots") and the following tracts to the subdivision:

Lots 1 through 43 and Tracts A, B and C, STALEY FARMS –
ELEVENTH PLAT, SHADOW WOODS, a subdivision in the City
of Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Lots, desires to subject the Additional Lots to the covenants, restrictions, easements and other provisions contained in that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms filed with the Recording Office in Book 4441 at Page 875, as amended by Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms filed with the Recording Office in Book 5030 at Page 34 (as amended, the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the

250153 2

Clay County, Missouri Unofficial Document

Additional Lots shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration. As contemplated in Section 22 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Lots to all of the provisions of the Original Declaration as though the Additional Lots had been originally described therein and subject to the provisions thereof.

Notwithstanding the foregoing, the Additional Lots shall be subject to the following additional or alternative restrictions or provisions (with capitalized terms not defined herein having the meanings set forth in the Original Declaration):

1. Exterior walls of all residences and all appurtenances thereto shall be of stucco (but no stucco board or stuccato), brick, natural stone or (if specifically approved by the Developer) cast stone of a similar tone and form, wood shingles, masonite or wood lap siding, plate glass, glass blocks, wood trim, or any combination thereof, except as and where otherwise expressly approved in writing by the Developer. Exterior concrete blocks shall not be permitted as a finished surface. No exterior walls shall be covered with materials commonly known as sheet goods that when installed have uncovered seams or seams covered with batts, such as, without limitation, 4 feet by 8 feet panels.
2. Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath and must be constructed of brick, stone, stucco or other masonry products approved by the Developer. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.
3. Roofs of residences shall be covered with wood shingles, wood shakes, concrete tiles, clay tiles, slate, or high quality composition shingles, all of the specific types, colors, styles, dimensions and other aesthetic factors approved by the Developer in writing.
4. No trampolines shall be permitted on the Additional Lots. Jungle gyms and similar play structures are prohibited on Additional Lots bordering in whole or in part on the Golf Course, except with the express written consent of the Developer.
5. No residence shall be constructed upon any Additional Lot unless it has a total finished floor area of at least: 2,000 square feet on the main floor for a ranch style residence (excluding a so-called reverse one and one-half story); 2,400 square feet for a reverse one and one-half story with at least 1,800 square feet on the main floor; 2,400 square feet for a two story residence with at least 1,500 square feet on the main floor; and 2,400 square feet for a one and one-half story residence with at least 1,500 square feet on the main floor. A "reverse one and one-half story" is a ranch style residence with a basement finished comparable in quality to the main floor with at least one bedroom and bathroom in the basement. Finished floor area shall exclude any finished attics, garages, basements (other than in a reverse one and one-half story

Clay County, Missouri
Unofficial Document

residence) and similar habitable areas. The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

6. Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence on an Additional Lot, the Owner thereof shall landscape the Additional Lot to the same standards as that generally prevailing throughout the Subdivision, which shall include an amount of landscaping for the front and side yards of the Additional Lot at least equal to 1% of the total sale price to the home buyer of the Additional Lot plus the improvements to be made to the Additional Lot (which required minimum landscaping amount does not include grading, sod, sprinkler systems, fences, pools, retaining walls or landscape walls).

Tracts A, B and C of Staley Farms – Eleventh Plat, Shadow Woods are “Common Areas” under the Original Declaration.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

STALEY LAND COMPANY, LLC

By: Mark R. Simpson
Mark R. Simpson, Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Be it remembered that on this 27 day of February, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

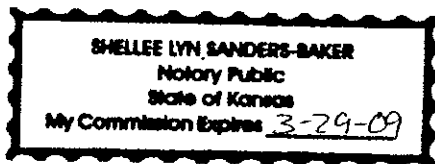
My Commission Expires:

3-29-09
[SEAL]

Shellee Lyn Sanders-Baker
Notary Public in and for said County and State

Print Name: Shellee Lyn Sanders-Baker

250153 2



4