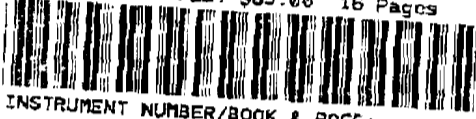


RECORDER'S CERTIFICATION  
 JACKSON COUNTY, MISSOURI  
 09/06/2002 03:13:21 PM  
 INSTRUMENT TYPE: MISC FEE: \$65.00 16 Pages  
  
 INSTRUMENT NUMBER/BOOK & PAGE:  
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 MARY HELEN MURPHY, DIRECTOR OF RECORDS



(Above Space Reserved for Recorder) 4

ABS020038  
 Document Title: Declaration of Covenants, Conditions, Restrictions and Easements  
 Document Date: August 30<sup>th</sup>, 2002  
 Grantors' Names (for Indexing Purposes Only): Ward Development & Investment Co.  
 Grantee Names (for Indexing Purposes Only): N/A  
 Statutory/Grantors' address: 620 North Outer Road  
 Grain Valley, Missouri 64029  
 Description and Recording Information: One Hundred Sixty (160) acre tract of land more or less located in Jackson County, Missouri consisting of all of the land shown on the subdivision plat recorded August 16, 2002 among the records of Jackson County, Missouri as Document Number 200210070500 in Plat Book 72, Page 52. \*\*

\*\*WOODBURY  
 Lots 1 thru 14 and  
 Lots 42 thru 76  
 FIRST PLAT

**DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS**

This declaration ("Declaration") is made this 6<sup>th</sup> day of Sept., 2002 by  
 WARD DEVELOPMENT & INVESTMENT CO. (the "Company").

**RECITALS**

A. The Company owns a One Hundred and Sixty (160) acre tract of land more or less located in Jackson County, Missouri. The tract (the "Property") consists of all of the land shown on the subdivision plat recorded August 16, 2002 among the records of Jackson County, Missouri as Document Number 200210070500 in Plat Book 72, Page 52 (the "Plat").

B. The Company desires to subject the Property, and the lots shown in the Plat (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed on the Common Areas.

C. The Company hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

### **ARTICLE I DEFINITIONS**

1. "Association" means the Woodbury Homeowners Association, Inc.
2. "Common Area" means those areas of land, designated on the recorded subdivision plats of the Property as "open space," intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.
3. "Company" means Ward Development and Investment Company and any successor or assign thereof to whom Ward Development and Investment Company shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Ward Development and Investment Company shall expressly transfer and assign all of its rights, title and interest under this Declaration, or any amendment or modification of this Declaration.
4. "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity, or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be single member of the Association by virtue of their ownership of the Lot. The term "Owner," shall not mean any contract purchaser, nor shall it include any mortgage, the holder of any Deed of Trust or other person or legal entity holding an interest in the Lot as security for the performance of an obligation.
5. "Property" means all of the land shown on the Plat and such additional land as may be subjected to this Declaration under the provisions of Article II below.

### **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

#### **Section 1**

All of the land shown on the Plat (the "Existing Property") shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

#### **Section 2**

No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Section 2 are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this Section 2. Additional lands may be subject to this Declaration in the following manner:

1. The Company, its successors and assign, shall have the right for seven (7) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of adjacent land. The additions authorized under this Section 2(a) shall be made by recording among the records of Jackson County, Missouri a supplement to this Declaration, which need be executed only by the Company, the owner of such additional land if the Company is not the Owner thereof and the holder of any deed of trust, mortgage or similar lien. The supplement to this Declaration shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

2. Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds ( $2/3^{\text{rd}}$ ) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the records of Jackson County, Missouri a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration. Any such supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION**

**Section 1**

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

**Section 2**

The Association shall have two classes of voting membership:

1. **Class A.** Except for the Company (which shall initially be a Class B Member), the Class A members shall be the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

2. **Class B.** The Class B member shall be the Company. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the seventh (7<sup>th</sup>) anniversary of the date of this Declaration or at such earlier time as the Company is not the Owner of any Lot within the Property.

**ARTICLE IV  
COMMON AREA**

**Section 1**

The Company shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas shown on a subdivision plat of land which is subject to this Declaration, within one (1) month of the recording of this Declaration. At the time of the conveyance the Common Area shall be free of any mortgages, judgment liens or similar liens or encumbrances. The Association shall hold the Common Area conveyed to it subject to the following:

1. The reservation, to the Company, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

2. The reservation to the Company, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the

subdivision plat, as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewer Easement," "Open Space" and "Area Reserved for Future Road," or otherwise designated as an easement area, or on, over, under, or in, any portion of the Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot laid out or established now or in the future on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

3. The reservation to the Company, its successors and assigns, of the right to enter upon any Common Area conveyed to the Association for the purpose of constructing, or completing the construction of improvements and the landscaping of the Common Area.

4. The reservation to the Company, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

## Section 2

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded and trees, shrub or other plants may be placed and maintained on the Common Areas for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

## Section 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

## Section 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

### Section 5

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation adopted by the Association now or in the future for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of, and be enforceable by, the Association and the Company, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Company shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

### ARTICLE V RESERVED EASEMENTS

1. The Company reserves easements over the utility easements shown on the Plat (unless said easements have been released prior to the recording of this Declaration) for the installation and maintenance of utilities, storm water sewers and surface drains. The Company also reserves easements over the front, side and rear five feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains. No building, wall, fence, residence or other structure of any kind ("Structure"), planting or other material shall be placed or permitted to remain within these easements or within any unreleased utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency, a public authority a utility company or the Association. No conveyance by the Company of any Lot, or of any interest in any Lot, shall be deemed to be, or construed as, a conveyance or release of these easements even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Company's entire interest in the Lot, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Company to thereby convey or release the easements.

2. Subject only to the rights, duties and obligations, if any, of the City of Grain Valley, Missouri, the Company hereby reserves to itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks or excavation in connection with such creation or extension and in the construction of and installation of drainage structures.

3. The Company further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, municipality or the Association; to install and maintain pipelines, underground or aboveground lines, with the necessary appurtenances, for public utilities or quasi-public utilities, or to grant such other licenses or permits

as the Company may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts, open spaces and the Common Area, and in, over, through, upon and across each and every Lot in the easement areas reserved in paragraph 1 of Article V of this Declaration. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this General Declaration, or as shown on the Plat, without the prior written approval of the Company.

## **ARTICLE VI PROPERTY RIGHTS IN THE COMMON AREAS**

### **Section 1**

The Company shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are imposed upon the Lots for the benefit of the Company, the Association and the Owners, and their respective legal representatives, heirs, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

### **Section 2**

Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants or to contract purchasers who reside on his Lot.

### **Section 3**

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

### **Section 4**

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency,

authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3<sup>rd</sup>) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

## ARTICLE VII COVENANT FOR ASSESSMENT

### Section 1

The Company, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as provided in this Declaration. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection and reasonable attorney's fees, shall be a charge on, and continuing lien upon, each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as set forth above, and costs and reasonable attorney's fees incurred or expended by the Association in collection, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

### Section 2

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners in the same manner as real property taxes assessed or assessable against the Lots) and insurance on the Common Areas.

### Section 3

Until December 31<sup>st</sup> of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$250 per Lot, which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) limitation specified



in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessments applicable to that year without the necessity of a vote of the membership of the Association. Notwithstanding anything elsewhere set forth in this Declaration, the annual assessments or charges made or levied against any Lot of which the Company is the Owner on January 1<sup>st</sup> of the year to which the assessment pertains, shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Company shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section.

#### **Section 4**

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3<sup>rd</sup>) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

#### **Section 5**

Except as provided in Section 3 of this Article, and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

#### **Section 6**

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### **Section 7**

The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 3 of

this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year. The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment, however, such due date shall be at least forty-five (45) days after the date of such resolution.

#### **Section 8**

The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment of the assessment and shall, at that time, prepare a roster of the Lots and assessments applicable to the Lots which shall be kept in the office of the Association and shall be open to inspection by any Owner. If an annual or special assessments is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title to the Lot be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date of the assessment.

#### **Section 9**

The lien of the assessments provided for in this Declaration shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the Common Areas or abandonment of his Lot.

### **ARTICLE VIII REPAIR AND MAINTENANCE OF LOTS**

The Owner of each Lot shall keep the Lot, and the Structures and other improvements on the Lot, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements on the Lot as provided in this

Declaration, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good working order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article IX of this Declaration.

## **ARTICLE IX ARCHITECTURAL CONTROL**

### **Section 1**

No construction, improvements, alternations, repairs, excavations, repainting of an improvement a different color, changes in grade or other work which in any way alters any Lot or the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Company to a Lot Owner shall be made or done without the prior approval of the Company, so long as the Class B membership continues to exist. No structure of any kind ("Structures") on a Lot shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of the Company, so long as the Class B membership continues to exist. Prior to the commencement of any such process, the Lot Owner or his representative, shall submit, in duplicate, detailed plans and specifications to the Company concerning the work to be done or changes to be made including the location on the Lot where such changes are to be made, and any other pertinent details.

### **Section 2**

An architectural review board ("Architectural Review Board") consisting of three (3) or more persons shall fulfill the functions of the Company as set forth in this Article at such time as the Class B membership shall cease to exist. Such Board shall be appointed by the Board of Directors of the Association.

### **Section 3**

In the event the Company (or, after the Class B membership shall cease to exist, then the Architectural Review Board) fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3rds) vote of the directors. No appeal may be taken from a decision by the Company.

**ARTICLE X  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Section 1**

The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residential purposes only, and no flat or apartment house, although intended for residential purposes, shall be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporarily or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws, this Declaration, and any other restrictions governing the Lots which are filed of record.

Notwithstanding any other provision of this Article X, it shall be expressly permissible for the Company and its contractors' subcontractors to maintain, during the period of construction, any improvements upon any Lot, such facilities as in the sole opinion of the Company may be reasonably required, convenient or incidental to the construction of such improvements.

**Section 2**

Any residence erected on any of the Lots shall not be more than two (2) levels in height above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots provided that the Company or the Architectural Review Board, after its appointment, have approved such height variance in writing.

**Section 3**

Any residence consisting of a single level above ground level, with an attached garage shall contain a minimum of one thousand four hundred square feet (1,400 sq.) of enclosed floor area. Any raised ranch or split-entry residence with only one (1) level above ground level, shall contain a minimum of one thousand four hundred square feet (1,400 sq.) of enclosed floor area on the first floor above ground level. Any split-level or front to back split or multi-level residence shall contain a minimum of one thousand four hundred square feet (1,400 sq.) on the main level.

**Section 4**

No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat. Where two (2) adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. The Company reserves the right to permit the construction of a dwelling on said Property on any Lot two feet (2') nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line. Property perimeter fences, where approved by the Company, shall not exceed forty-two inches (42") in height and shall not impede surface drainage. Privacy enclosures of open patios, swimming pools or garden courts may exceed forty-two inches (42") in

height, but only if the Company or the Architectural Review Board, after its appointment, has approved such height variance in writing.

#### **Section 5**

No above-ground swimming pools shall be erected, installed, constructed and/or maintained by a Lot Owner on any Lot, other than an entirely portable and movable wading pool.

#### **Section 6**

The residence on each Lot shall have an attached or basement private garage for not less than two (2) cars. The driveway on each Lot shall contain sufficient paved area for the off-street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

#### **Section 7**

All roofing shall be wood shingle or asphalt roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by the Company or the Architectural Review Board as applicable. Any other material must be submitted to the Company or the Architectural Review Board, after its appointment, for approval in writing.

#### **Section 8**

No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Company for the sale of newly constructed houses by the Company, the Other Owners or other builders.

#### **Section 9**

No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed.

#### **Section 10**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not to exceed two (2) in number, may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Lot Owners. All animals shall be confined on the Lot Owner's Lot. No animal shall be allowed or permitted within the Common Area except on leashes controlled at all times by the Owner or the Owner's agent. The construction, placement or erection of any Lot of any structure, enclosure, cage, dog pen, dog run, or other device used to

confine or house dogs, cats or other household pets is expressly made subject to the terms and conditions of Article IX.

#### **Section 11**

No advertising signs (except one sign of not more than nine square feet (9 sq.) "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Lot Owners. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards of the construction and maintenance of structures by the Company or other builders of residential structures during the construction and sale period of any Lot, and of the Association, in furtherance of its powers and purposes as set forth in this Declaration.

#### **Section 12**

All equipment, trash cans, garbage cans, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lot Owners. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clotheslines shall be permitted and no trash burning shall be permitted on any Lot.

#### **Section 13**

No tank for the storage of fuel may be maintained on any Lot.

#### **Section 14**

No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or within the Common Area.

#### **Section 15**

No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any Lot or in the Common Area.

#### **Section 16**

No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use of any portion of the Property shall be made or permitted which may be noxious or detrimental to health, or in violation of any city, county, state or federal environmental or health related law, or in violation of any rule or regulation issued pursuant to any such law.

### **Section 17**

No Structure on any Lot, other than a dwelling house, shall be used at any time as a residence, either temporarily or permanently. No boats, trailers or recreational vehicles shall be regularly parked or stored on any street, or on any Lot, except in a garage. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver of the vehicle to perform the business functions to which the commercial vehicle relates.

### **Section 18**

The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles on the roads within the Property so as to create a traffic hazard.

## **ARTICLE XI GENERAL PROVISIONS**

### **Section 1**

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

### **Section 2**

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then Owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration may be amended during the first forty (40) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) of the Lots. Any amendment must be recorded among the records of the jurisdiction referred to in the Recitals to this Declaration.

### **Section 3**

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Company shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Company, may be exercised only if either the Veterans' Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part of the Property or any Lots on the Property, for federally approved mortgage financing purposes under applicable Veterans' Administration, Federal Housing Administration or similar programs. If the Veterans'

Administration or the Federal Housing Administration or any successor agencies approve all or any portion of the Property or any Lots on the Property for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

**Section 4**

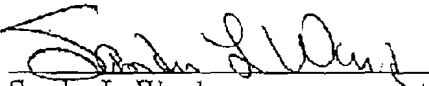
Each conveyance of a Lot, or of any interest in the Lot, by the Company, shall be deemed to be incorporated by reference into such conveyance and subject each such conveyance to this Declaration whether or not the deed conveying the Lot shall so state.

**Section 5**

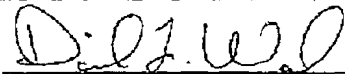
Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the Lot Owner of record at the address of the Lot owned by said Lot Owner at the time of such mailing.

IN WITNESS WHEREOF, the Company has caused this Declaration to be duly executed under due authority and recorded the date first above written.

ATTEST:

  
Sandra L. Ward

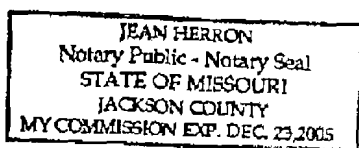
WARD DEVELOPMENT & INVESTMENT CO.

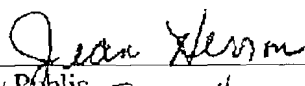
By:   
David L. Ward  
President

STATE OF MISSOURI     )  
  )ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED THAT ON THIS 6<sup>th</sup> day of Sept, 2002, before me, the undersigned, a notary public in and for the county and state aforesaid, came DAVID L. WARD, who is the President of Ward Development & Investment Co., a Missouri corporation, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said corporation.

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



  
Notary Public 