

**HOMES ASSOCIATION DECLARATION
OF
THE NORTH BROOK HOME OWNERS ASSOCIATION**

THIS HOMES ASSOCIATION DECLARATION OF THE NORTH BROOK HOME OWNERS ASSOCIATION (this "Homes Association Declaration") is made and executed as of _____, 199_, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer").

RECITALS:

A. On _____, 199_, the Developer executed that certain subdivision plat entitled "NORTH BROOK - FIRST PLAT" (the "Plat"), covering the real property formerly legally described as shown therein and on **Exhibit A** attached hereto and platting the same into Lots 1 through 10, BLOCK 1, Lots 1 through 10, BLOCK 2, Lots 1 through 22 and Tract A, BLOCK 3, Tract B, BLOCK 8, BLOCK 9, H.A. Tract 1 and H.A. Tract 2 and the streets, roadways and other areas shown and marked thereon (collectively, the "Property"), which Plat was approved on _____, 199_, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on _____, 199_, in Plat Book _____, at Page _____, in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty; and

B. The Developer presently owns all of the Lots and Tracts shown on the Plat; and

C. The Developer desires to create, establish, maintain and preserve a residential neighborhood possessing features of more than ordinary value; and

D. The Developer desires to declare that the Property and all Lots be held, sold and conveyed subject to the covenants, conditions, restrictions and other matters set forth below.

NOW, THEREFORE, in consideration of the premises and to provide the means and procedures necessary to achieve such purpose, the Developer hereby subjects the Property, consisting of all of the real property (including the Lots and Common Area) described in the Plat and formerly legally described as shown on **Exhibit A** attached hereto, to the covenants, conditions and provisions (including charges and Assessments) set forth, contained and provided for in this Homes Association Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Developer and the heirs, personal representatives, successors, transferees and assigns of the Developer and any person or entity at any time having any right, title, or interest in all or any part of the Property or the Lots.

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions. The following words, when used in this Homes Association Declaration or in any Supplemental Declaration (as provided below), unless plainly inconsistent with the context of this Homes Association Declaration, shall have the following meanings:

A. "Annual Assessment" means the Assessment levied annually pursuant to Section 6.3 below.

B. "Articles" mean the Articles of Incorporation for The North Brook Home Owners

Association, currently on file with the Missouri Secretary of State, and any amendments which may be made to those Articles from time to time.

C. "**Assessments**" means the Annual, Special and Default Assessments levied pursuant to ARTICLE VI below.

D. "**Association**" means The North Brook Home Owners Association, a Missouri not for profit corporation, and its successors and assigns.

E. "**Association Documents**" means the Declaration, this Homes Association Declaration, the Articles of Incorporation and the Bylaws of the Association, and any procedures, rules, regulations, or policies adopted under such documents by the Association.

F. "**Board of Directors**" means the governing body of the Association elected to perform the obligations of the Association.

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

H. "**Common Area**" means Tract A, BLOCK 3, Tract B, BLOCK 8, H.A. Tract 1, H.A. Tract 2, all Streets (not previously or by the Plat dedicated to and accepted, maintained and repaired by the City), all parks (not previously or by the Plat dedicated to and accepted, maintained and repaired by the City), all swimming pools and related facilities, all recreational areas, all open or green space areas, all storm sewer drainage facilities and improvements, all similar places the use of which is dedicated to or set aside for the general, non-exclusive use of all Owners within the District, or which may, with appropriate consent, be used by all of the Owners of the District or reserved to the Association's use pursuant to easements, including, but not limited to, any utility or other easement areas including those parts or parcels of ground (including portions within Lots) in, over, under or upon which the Developer has reserved an easement for water drainage, run-off or detention use, and any private open space set aside by the Developer in lieu of parkland dedication or money in lieu of parkland dedication in satisfaction of Section 31.32 of the Code of General Ordinances of the City, as amended or supplemented, all as listed, shown or identified on the recorded Plat of the District as the same may be amended and supplemented from time to time.

I. "**Common Expenses**" means (i) all expenses expressly declared to be common expenses by this Homes Association Declaration, any Supplemental Declaration, or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Area; (iii) insurance premiums for the insurance carried under Section 4.1.Q.; and (iv) all expenses lawfully determined to be common expenses by the Board of Directors of the Association.

J. "**Declaration**" means and refers to the Declaration of Covenants, Conditions, Restrictions and Easements of North Brook, of even date herewith, as amended or supplemented from time to time.

K. "**Default Assessment**" means the Assessments levied by the Association pursuant to Section 6.5 below.

L. "**Developer**" means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns.

M. "**District**" means all of the Lots, Common Area or any other part or portion of the Property and such other real property which from time to time may be made subject to this Homes Association Declaration by a duly recorded Supplemental Declaration.

N. "**First Mortgage**" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

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

P. "**Homes Association Declaration**" means this Homes Association Declaration of The North Brook Home Owners Association, as amended or supplemented from time to time.

Q. "**Lot**" means a plot, parcel or tract of land subject to this Declaration and designated as a "Lot" on the recorded Plat, together with all appurtenances and improvements, including a Residence, now or in the future on any such Lot.

R. "**Manager**" means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time.

S. "**Member**" means the cumulative Owner(s) of a Lot who hold(s) membership in the Association.

T. "**Mortgage**" shall mean any mortgage, deed of trust, or other document pledging or conveying in trust any Lot or interest therein as security for payment of a debt or obligation.

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

V. "**North Brook**", "**North Brook Addition**" or the "**Addition**" means the Property within the District as the same may be expanded as herein provided.

W. "**Owner**" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the purchaser under a contract for deed covering a Lot, and including the Developer, but excluding those having such interest in a Lot merely as security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

X. "**Plat**" means the recorded Plat of the Property described in Recital A above.

Y. "**Property**" means and refers to that certain real property described in the Plat and as formerly legally described on **Exhibit A** attached to this Declaration and such additional real property as in the future may be brought within the jurisdiction of this Homes Association Declaration by a Supplemental Declaration.

Z. "**Residence**" means the single family dwelling constructed on any one Lot.

AA. "**Special Assessment**" means an assessment levied pursuant to Section 6.4 below on an irregular basis.

BB. "**Street**" shall mean any roadway, street, court, circle, terrace, lane, drive, boulevard, alley or other name shown on the Plat.

CC. "**Successor Developer**" means any person or entity to whom the Developer assigns or

transfers any or all of its rights, obligations, or interest as Developer, as evidenced by an assignment or deed of record in the office of the Recorder of Deeds of Clay County, Missouri, designating such person or entity as a Successor Developer. Upon such recording, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

DD. "Supplemental Declaration" means an instrument which amends or modifies this Declaration, as more fully provided for herein or therein, including an instrument which subjects and additional real property to this Homes Association Declaration.

ARTICLE II

PERSONS BOUND BY HOMES ASSOCIATION DECLARATION

Section 2.1. Persons Bound by Homes Association Declaration. All persons or entities who now own or shall hereafter acquire any interest in the Lots or Property within the District shall be deemed to have taken such Lot or Property holding, agreeing and covenanting with all other Owners of Lots, the Association and the Developer, and their heirs, personal representatives, successors, transferees and assigns, to conform to, abide and be bound by and observe the covenants, conditions and provisions in this Homes Association Declaration and the Association Documents for the term of this Homes Association Declaration as it may be extended.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 3.1. Membership in The Association. The cumulative Owner(s) of each Lot within the District shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

Section 3.2. Transfer of Membership. An Owner shall not transfer, pledge, or alienate its membership in the Association in any way, except upon the sale or encumbrance of its Lot and then only to the purchaser or Mortgagee of its Lot.

Section 3.3. Classes of Membership; Voting Rights.

Class A Membership. The Class A Members shall be all owners, with the exception of the Developer (during the period of its Class B Membership), and, except as otherwise provided herein, Owners shall be entitled to vote in Association matters pursuant to this Homes Association Declaration on the basis of one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they shall determine among themselves and notify the Secretary of the Association in writing. Fractional votes shall be permitted but in no event shall there be more than one (1) total vote cast with respect to any such Lot. The fractional votes for such Lot shall be exercised by the person or persons (who may be a tenant of an Owner) either shown on the Association's records or appointed by proxy in accordance with the Bylaws. In the absence of a proxy, the fractional votes allocated to such Lot shall be suspended in the event a person or entity seeks to exercise the right to vote more than his or its fractional share then shown on the Association's records. Any Owner of a Lot which is leased may assign his voting right to his tenant, provided that a copy of a proxy appointing the tenant is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right. In no event shall more than one (1) total vote be cast with respect to any one (1) Lot.

Class B Membership. The Class B Member(s) shall be the Developer and any successor of the Developer

who takes title to all or any part of the Property for the purpose of development and sale of the Property and who is designated as the "Successor Developer" in a recorded Supplemental Declaration. Any Class B Member shall be entitled to and have five (5) votes for each Lot held by the Class B Member in all Association matters. The Class B Membership shall terminate and automatically be converted to Class A Membership on the earlier of the following events:

- (a) December 31, 2017; or
- (b) the date on which the Developer voluntarily relinquishes its Class B Membership as evidenced by a written notice recorded in the Office of the Recorder of Deeds for Clay County, Missouri; or
- (c) the date on which the last Lot owned by the Developer or Successor Developer is sold and transferred.

After termination of the Class B Membership, the Developer or any Successor Developer shall be automatically converted to Class A Membership entitled to and having one (1) vote for each Lot owned, if the Developer or Successor Developer then owns one or more Lots.

Section 3.4. Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 3.5. Association as Successor Developer. The Association shall succeed to all of the duties and responsibilities of Developer, if any, under this Homes Association Declaration upon termination of the Class B Membership in accordance with Section 3.3 above. The Association shall not succeed to any easements or rights of Developer or others reserved in the Association Documents or pertaining to any expansion or other real property adjacent to the Addition which is owned by Developer.

Section 3.6. Implied Rights and Obligations. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Association Documents or reasonably necessary to effect any such duties and obligations expressly imposed upon it by the Association Documents, and every other duty or obligation implied by the express provisions of the Association Documents or necessary to reasonably satisfy any such duty or obligation.

ARTICLE IV POWERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 4.1. Powers of The Board of Directors. Subject in all events to the ordinances, laws, regulations and powers of the City, Township, County and State in which the Property in the District is located, and compliance therewith, the Board of Directors shall have the following powers which it may exercise and perform whenever in its discretion it may deem them necessary or desirable (provided that the Board shall acquire and maintain the insurance described in Q below to the extent available and affordable):

A. To enforce, either in the Association's name or in the name of any Owner within the District, any and all covenants and restrictions which have been or hereafter may be imposed upon any of the Property or Lots in the District, either as originally placed thereon or as modified subsequently. This right of enforcement shall not serve to prevent such changes, releases or modifications of covenants, restrictions or reservations being made by the parties having the right so to do under the terms of the deeds, declarations, contracts or plats in which such covenants, restrictions and reservations are set forth; nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner having the contractual right to do so from enforcing in its own name any such covenants or restrictions.

B. To manage and control as trustee and attorney-in-fact for the Members, all public improvements upon and to the Property in the District, or improvements in the Common Area, provided that such management and control of said improvements at all times shall be subject to that had and exercised by any City, Township, County and State in which Property within the District is located.

C. To provide for or manage the collection and disposal activities of rubbish, trash and garbage in the District.

D. To care for, spray, trim, protect, plant and replant trees on all Streets and in other public places or the Common Area in the District; to care for, protect, plant and replant shrubbery, grass, and sod in the Common Area shown in the Plat or in parks or Streets medians shown on the Plat or in any parks otherwise set aside for the general use of Owners in the District, or to which such Owners have access and the use thereof, or on landscaped easements where the maintenance thereof is for the welfare and benefit of the entire District in the judgement of the Board of Directors.

E. To mow, care for, maintain and remove rubbish from vacant and unimproved Lots or Property and to do any other things necessary or desirable in the judgment of the Board of Directors to keep any vacant and unimproved property in the District neat in appearance and in good order.

F. To provide for plowing and removal of snow from sidewalks and Streets.

G. To provide for the maintenance, repair and replacement of any pedestrian ways, gateways, entrances, fountains, gardens, swimming or other pools, water run-off detention areas, ponds or basins, lighting, water sprinkling systems, landscaped areas within the Common Area or rights-of-way or platted landscape easements, fences and ornamental features, Addition or District identification or other signs and monuments, now existing or which may hereafter be erected or created in said District or in any Street or park or on any land set aside for the general use of Owners in the District as well as all Streets.

H. To provide such lights as it may deem advisable on Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area.

I. To provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways, and for repair and maintenance of storm sewers and appurtenant drainage facilities including detention areas, ponds or basins.

J. To erect and maintain signs for marking of Streets, and safety signs for protection of children and other persons, after such signs are approved by appropriate public authorities.

K. To employ or provide duly qualified officers for the purpose of providing such police or security protection as the Board may deem necessary or desirable in addition to that rendered by public authorities.

L. To exercise control over such easements (including those for water drainage control) as it may acquire from time to time or have pursuant to the Plat.

M. To acquire and own title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association and promote the health, safety, welfare and recreation of Owners in the District; to pay any taxes on real estate and facilities owned by it; and to pay such taxes as may be assessed against the Common Area or other land in public or semi-public places within the District.

N. To levy and collect the Assessments which are provided for in this Homes Association Declaration.

O. To enter into such agreements with other homes associations, municipalities or other governmental agencies, individuals or corporations in order to implement the purposes of the Association, and to provide such improvements for the benefit of the Owners and Members of the Association within the intent of this Homes Association Declaration.

P. To provide (in the event an Owner shall fail to do so) exterior maintenance upon each Residence upon Lots subject to the Assessments described herein, including but not limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior of building surfaces, trees, shrubs, grass, walks and other exterior improvements. In the event that the need for such maintenance or repair is caused by the wasteful, negligent or intentional act or omission of an Owner, his family, guest, invitee, agent, licensee, or authorized representative, the cost of any such item shall become an Assessment due such Owner to the Association, and may be collected and enforced as the collection and enforcement of other Assessments.

Q. To acquire, provide, and maintain such policy or policies of insurance as may be reasonable, necessary or desirable by the Board of Directors for the protection of the Association or the protection and indemnity of the Association and its Members including with reference to the Common Area. In this connection, the Association shall purchase and maintain, to the extent available and affordable, the following policies of insurance:

(i) Casualty and property insurance in an amount equal to the full replacement value of improvements on or in the Common Area, including real and personal property, with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, and if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, insuring against any loss, risk or damage by fire, earthquake or other hazards and casualties covered by standard extended coverage endorsement insurance including sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, hail damage and water damage, as well as any other risks as may be customarily and ordinarily covered with respect to common areas owned by homes associations.

(ii) Comprehensive public liability insurance coverage insuring against any and all risks with regard to the Common Area and improvements thereon insuring the Association with limits of not less than \$1,000,000 covering all claims for multiple or single occurrences, such coverage to include protection against water damage liability, contractual liability, liability for non-owned hired automobiles and vehicles, liability for property of others, host liquor liability, if applicable, employer's liability and such other risks as shall customarily be covered with respect to common areas owned and/or maintained by homes associations. Such liability policies shall insure and indemnify the Association, the Board, the Developer and all Owners with regard to such risks relative to the Common Area.

(iii) Personal liability insurance to protect the individual officers, directors and committee members of the Association from personal liability in relation to their duties and responsibilities in acting as such officers, directors and committee members on behalf of the Association including libel, slander, false arrest and invasion of privacy coverage.

(iv) Workers compensation or similar insurance with respect to any employees hired by the Association in the amounts and forms as may now or hereafter be required by law.

(v) Fidelity insurance or bonds to protect against dishonest acts on the part of the Association's officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bond shall be obtained for the Manager and its officers, employees, and agents, as applicable. Such fidelity coverage shall name the Association as an obligee and shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

(vi) Insurance against such other risks of a similar or dissimilar nature as the Board of Directors shall deem appropriate with respect to the Association's responsibilities and duties.

Any insurance coverage obtained by the Association under the foregoing provisions shall be subject to the following limitations:

(a) The named insured under any such policies shall include the Developer, until all the Developer's Lots have been conveyed, and the Association, as a trustee for the Owners and their Mortgagees, as their interests may appear, or the authorized representative of the Association;

(b) In no event shall the insurance coverage obtained and maintained pursuant to the above be brought into contribution with insurance purchased by the Owners or their Mortgagees;

(c) The policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of any Owner (including an Owner's tenants, servants, agents, invitees, and guests) when such act or neglect is not within the control of the Association, or (ii) any act or neglect or failure of the Association to comply with any warranty or condition with regard to any portion of the Property over which the Association has no control;

(d) The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Developer, the Board of Directors, the Association, the Manager, and any Owner or their respective agents, employees, or tenants, and in the case of Owners, members of their households, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

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

(f) All liability insurance shall also include a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured, and a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of negligent acts or omissions of the Association, the Developer or another Owner.

R. To dedicate, sell, subdivide (in accordance with any applicable subdivision ordinances, laws or regulations of the City) or transfer all or any part of the Common Area (including any non-dedicated Streets) to any public or private agency, authority, governmental agency or utility, or person or entity but only with the prior consent of the Developer so long as it owns a Lot, subject to the provisions of Section 10.1 below.

S. To create, grant and convey easements upon, across, over, through and under the Common Area for ingress, egress, installation, replacement, repairing and maintaining all utilities or other such facilities including, but not limited to, water, sewers, natural gas, telephones, electricity, television cable systems, and the like.

T. To establish and publish rules and regulations to regulate and control the Owners' use and enjoyment of the Common Area as well as such other activities as affect the Members' quiet and peaceful residency of the Lots within the District.

U. To borrow money for the proper conduct of the Association's affairs, subject to such limitations, if any, as may be contained in the Bylaws.

V. To suspend the voting rights of a Member (whether a Class A Member or a Class B Member) during any period in which such Member is in default on payment of any Assessment levied by the Association as provided below. Such rights may also be suspended after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter.

W. To exercise for the Association all powers, duties, and authority vested in or delegated to the Board of Directors and not reserved to the Members or the Developer by other provisions of this Homes Association Declaration, the Declaration or the Articles or Bylaws of the Association.

ARTICLE V

COMMON AREA

Section 5.1. Property Rights in the Common Area. Members shall have the following rights with respect to the Common Area:

(A) Subject to the provisions of ARTICLE VI and other of the provisions of this Homes Association Declaration, every Member shall have a right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title of every Lot.

(B) The rights and easements of enjoyment created above shall be subject to the following conditions or provisions:

(i) The right of the Board of Directors of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining, repairing, replacing, improving or adding to the Common Area and in aid thereof to mortgage said properties;

(ii) The right of the Board of Directors of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(iii) The right of the Board of Directors of the Association, as provided herein and in the

Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid, and for any period not to exceed ninety (90) days for any infraction of published rules and regulations;

(iv) The rights of the Board of Directors of the Association to charge reasonable admission fees, service charges, and other fees for the use of the Common Area;

(v) The right of the Board of Directors of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as described above;

(vi) The right of the Board of Directors of the Association to grant and release easements and rights-of-way through, over and across the Common Area as described above; and

(vii) The right of the Board of Directors of the Association to establish reasonable rules and regulations, from time to time, concerning access to, as well as the use and enjoyment of, the Common Area by the Members.

Section 5.2. Maintenance of Common Area. The Association shall own, manage, repair, maintain, replace, improve, operate, deal with and keep the Common Area and all improvements therein in good condition, and the costs thereof shall be funded as hereinafter provided. Maintenance shall include, but not be limited to, all landscaping, Streets repair, repair and maintenance of any swimming pools and related improvements, recreational areas and any related equipment or improvements, and maintenance and repair of water drainage or run-off easements and related improvements including storm water detention ponds or basins (even if located on a Lot) and any private open space set aside by the Developer in lieu of parkland dedication or money in lieu of parkland dedication in satisfaction of Section 31.32 of the Code of General Ordinances of the City, as amended or supplemented. Specifically, with respect to storm water detention facilities, the Association shall: maintain a seeded storm water detention facility located in Tract A of NORTH BROOK - FIRST PLAT, approximately 1.4 acres in size; maintain an earthen dam with an emergency overflow swale at elevation 97.15 (KCMO Datum) with the bottom elevation of the basin being 87.68 (KCMO Datum); and maintain a 30" CSP through the earthen dam.

Section 5.3. Insurance. The Association shall provide and maintain a policy or policies of insurance for the protection and repair of the Common Area as set forth in Section 4.1.Q. above.

Section 5.4. Maintenance Contract. The Board of Directors of the Association may employ or contract for the services of one or more individuals or companies to perform the responsibilities described above with respect to all or any part the Common Area.

Section 5.5. No Partition. The Common Area shall be owned by the Association, and no Owner, group of Owners, or the Association shall bring any action for partition or division of the Common Area.

ARTICLE VI ASSESSMENTS

Section 6.1. Obligation. The Developer, for each Lot owned by Developer, hereby covenants, and each subsequent Owner, by accepting a deed for a Lot, is deemed to covenant, to pay to the Association (1) the Annual Assessments imposed by the Board of Directors as necessary to meet the Common Expenses of maintenance, operation, and management of the Common Area and to perform the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Homes Association Declaration; and (3)

Default Assessments which may be assessed against a Lot for the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

Section 6.2. Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of the District and for the maintenance, repair, replacement and improvement of the Common Area, as more fully set forth in this Article below.

Section 6.3. Annual Assessments.

A. The Board of Directors of the Association shall establish Annual Assessments for Common Expenses as deemed desirable and consistent with the Articles and Bylaws of the Association. Annual Assessments for Common Expenses made shall be based upon the estimated cash requirements as the Board of Directors shall from time to time determine to be paid by all of the Owners. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance, repairs and operation of the Common Area (including, without limitation, storm water detention ponds, basins or other facilities, any private open space set aside in lieu of parkland dedication in satisfaction of Section 31.32 of the Code of General Ordinances of the City, and any access easement areas serving or providing ingress and egress to Tract A or other storm water detention facilities), insurance premiums for insurance coverage required above or as deemed desirable or necessary by the Association, landscaping, care of grounds, common lighting within the Common Area, replacements and renovations within the Common Area, wages, common water and utility charges for the Common Area, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Homes Association Declaration, payment of any deficit remaining from a previous assessment period, and the creation of a reasonable contingency or other reserve or surplus fund for general, routine maintenance, repairs, and replacement of improvements within the Common Area on a periodic basis, as needed.

B. The initial Annual Assessment shall be \$120.00 per Lot for all Lots, shall be for the fiscal year beginning on January 1, 1993, and shall be levied at least thirty (30) days prior to that date and shall be payable on that date. Thereafter, Annual Assessments shall be due and payable on January 1 of each year. In the event a Lot is sold or otherwise transferred during a year, the Annual Assessment shall be prorated between the Owners thereof on the basis of the actual number of days the Lot is owned by each.

C. In no event shall the Board of Directors increase the Annual Assessment from one year to the next by an amount exceeding more than fifty percent (50%) of the previous year's Annual Assessment unless, at a meeting of the Members specially called for such purpose and held prior to the date on which such proposed increased Annual Assessment is levied, a majority (i.e. more than 50%) of the Members present at such meeting authorize such an increase by an affirmative vote therefor. Provided, further, that if such proposed increase is in an amount more than one hundred percent (100%) of the previous year's Annual Assessment, then the same must be approved by at least two-thirds (66 2/3%) of the Members present at such specially called meeting.

D. Whenever the Board of Directors of the Association may deem it advisable to submit to the Members a proposal for increasing the amount of the Annual Assessment by more than 100% for a particular year, it shall notify the Members of the Association of the time and place at which the meeting is to be held and the fact that such an increase in the amount of the Annual Assessment is to be voted upon at such meeting.

E. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make pro rata refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

Section 6.4. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board of Directors of the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of improvements within the Common Area or for any other expense incurred or to be incurred as provided in this Homes Association Declaration (including, without limitation, for repairs, replacements, renovation or maintenance of any storm water detention facilities, any private open space set aside in lieu of parkland dedication in satisfaction of Section 31.32 of the Code of General Ordinances of the City, and any access easement areas serving or providing ingress and egress to Tract A or other storm water detention areas). This Section 6.4 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Homes Association Declaration and, in acting under this Section, the Association shall make specific reference to this Section. Reference should be made to the Bylaws for limitations, if any, on the authority of the Board of Directors with respect to Special Assessments. Written notice of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 6.5. Default Assessments. All monetary fines assessed against any Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Homes Association Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date.

Section 6.6. Effect of Nonpayment; Assessment Lien. Any Assessment installment, whether pertaining to an Annual, Special, or Default Assessment, which is not paid within thirty (30) days after its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

A. Assess a late charge for each delinquency in such amount as the Association deems appropriate but not exceeding five percent (5%) of the same;

B. Assess an interest charge from the date of delinquency at the yearly rate of two percent (2%) above the prime rate of interest charged by the Association's principal bank, or such other rate as the Board of Directors may establish;

C. Suspend the voting rights of the Owner during any period of delinquency;

D. Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

E. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and/or

F. File a statement of lien with respect to the Lot and proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Lot shall constitute a lien on such Lot, including the Residence and any other improvements on the Lot. To evidence the lien created under this Article VI, Section 6.6, the Association

may, but shall not be required to, prepare a written notice or certificate or affidavit setting forth (i) the address of the Association, (ii) the amount of such unpaid indebtedness, (iii) the amount of accrued penalty on the indebtedness, (iv) the name of the Owner of the Lot, and (v) a description of the Lot. The notice shall be signed and acknowledged by the President or a Vice President of the Association or by the Manager, and the Association shall serve notice upon the Owner by mail to the address of the Lot or to such other address as the Association may have in its files for such Owner. At least ten (10) days after the Association mails the Owner such a notice, the Association may record the same in the Office of the Recorder of Deeds of Clay County, Missouri. Such lien for Assessments shall attach from the due date of the Assessment. Thirty (30) days following the date the Association mails the notice, the Association may institute foreclosure proceedings against the defaulting Owner's Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri. Each Owner of a Lot hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and, if allowed by law, all reasonable attorneys' fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Such liens shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time either a suit shall have been instituted for collection of the assessment or foreclosure proceedings instituted, in which case the lien shall continue until termination of the suit and until sale of the Lot under execution of the judgment establishing the same or until completion of foreclosure proceedings.

Section 6.7. Personal Obligation. The amount of any Assessment chargeable against any Lot shall be a personal and individual debt of the Owner of the same. No Owner may exempt himself from liability for the Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or any part of the Common Area. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and, if allowed by law, all reasonable attorneys' fees in connection therewith, shall be maintainable without foreclosing or waiving the Assessment lien provided in this Homes Association Declaration.

Section 6.8. Successor's Liability for Assessment. In addition to the personal obligation of each Owner to pay all Assessments and the Association's lien for such Assessments, all successors to the fee simple title of a Lot, except as provided in Section 6.9 below, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot without prejudice to any such successor's rights to recover from any prior Owner any amounts paid by such successor. This liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor shall be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Section 6.11 below.

Section 6.9. Subordination of Lien. The lien of the Assessments provided for in this Homes Association Declaration shall be subordinate to (a) the lien of real estate taxes and special governmental assessments and (b) the lien for all sums unpaid on a First Mortgage of record, including all unpaid obligatory advances as may be provided by such encumbrance. The lien of the Assessments shall be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Missouri which all present and future Owners waive by taking title to Lots. No sale or transfer shall release a Lot from the lien of Assessments, except in the case of a sale or transfer of a Lot pursuant to a decree or order of foreclosure, a sale under power of sale, or by any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a First Mortgage, which shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. The amount of such extinguished lien may be reallocated and assessed to all Lots as a Common Expense at the direction of the Board of Directors. No sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, or the Lot from the lien of, any Assessments made after the sale or transfer.

Section 6.10. Notice to Mortgagee. The Association shall report to any Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same shall have become due, if such Mortgagee first shall have furnished to the Association written notice of the Mortgage and a request for notice of unpaid Assessments. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

Section 6.11. Statement of Status of Assessment Payment. Upon payment of a reasonable fee set from time to time by the Board of Directors and upon the written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Board of Directors of the Association shall issue a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Lot. Unless such statement shall be issued (which shall include posting in the United States mails) within thirty (30) days, all unpaid Assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest in the Lot subsequent to requesting such statement. If the request is made by a prospective purchaser, both the lien for the unpaid Assessment and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the 30-day period provided for above and if, after that period, an additional written request is made by such purchaser and is not complied with within ten (10) days and the purchaser subsequently acquires the Lot.

Section 6.12. Notification to Owners of Association's Address. The Association shall notify all Owners of Lots in the District, as they may exist from time to time, insofar as the addresses of such Owners are listed with said Association, of the official address of said Association, the place, time and purposes of the regular and special meetings of the Association, and the place where payments shall be made and other business in connection with said Association may be transacted, and, in the case of any change of such address, the Association shall notify all the Owners of the Lots in the District, insofar as their addresses are listed with the Association, of the new address.

ARTICLE VII

ASSOCIATION AS ATTORNEY-IN-FACT

Section 7.1. Appointment as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements in the Common Area covered by insurance written in the name of the Association or a complete or partial taking of the Common Area in condemnation. Acceptance by a grantee of a deed or other instrument of conveyance from the Developer or any other Owner conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE VIII

DAMAGE OR DESTRUCTION

Section 8.1. The Role of the Board of Directors. Except as hereinafter provided, in the event of damage to or destruction of all or part of any Common Area improvement, or other property covered by insurance written in the name of the Association, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged property.

Section 8.2. Estimate of Damages or Destruction. As soon as practicable after an event causing damage

to or destruction of any part of the Association's insured property, the Board of Directors shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used herein shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

Section 8.3. Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to such property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 8.4. Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of such property. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual costs of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 6.4, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. However, if the aggregate of any Special Assessment for expenses relating to the Common Area exceeds \$10,000.00, then the Special Assessment shall be subject to the approval of at least 66 2/3% of the votes of the Members. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction.

Section 8.5. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance, at the discretion of the Association, may be added to its reserves or distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in equal shares per Lot.

Section 8.6. Decision Not to Rebuild Common Area. If Owners representing at least 66 2/3% of the total votes in the Association agree in writing not to repair and reconstruct improvements within the Common Area and if no alternative improvements are authorized, then and in that event the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. Any remaining insurance proceeds shall be either retained in reserves or distributed in equal shares per Lot, as determined by the Association. The foregoing notwithstanding, the Owners may not agree, vote or elect not to repair, reconstruct or restore any storm water detention facilities without first obtaining the written consent of the City and taking adequate alternative storm water drainage control measures.

ARTICLE IX CONDEMNATION

Section 9.1. Rights of Owners. Whenever all or any part of the Common Area shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Area is conveyed in lieu of a taking under threat of condemnation by the Board of Directors acting as attorney-in-fact for all

Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 9.2. Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for the Owners and the award shall be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Developer (if it still owns a Lot) and Owners who represent at least 66 2/3% of the votes shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available for such restoration or replacement in accordance with plans approved by the Board of Directors and Developer. If such improvements are to be repaired or restored, the provisions in Article VIII above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Lot among the Owners or retained as reserves as the Association shall determine.

Section 9.3. Complete Condemnation. If all of the Common Area is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the entire condemnation award attributable to the Common Area shall be distributed or retained as provided in Section 9.2 above.

ARTICLE X

MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Lots. To the extent applicable, necessary, or proper, the provisions of this Article X apply to this Homes Association Declaration and also to the Articles and Bylaws of the Association and the Declaration.

Section 10.1. Approval Requirements. Unless at least 66 2/3% of the Mortgagees holding First Mortgages against any portion of the Property, (based on one vote for each Mortgage owned) and at least 66 2/3% of the Owners have given their prior written approval, the Association shall not be entitled to:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Area (provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause); or

B. Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner; or

C. By act or omission change, waive, or abandon any scheme of regulations or their enforcement pertaining to the maintenance, repair, replacement and improvement of the Common Area; or

D. Fail to maintain fire and extended coverage on insurable property on or in the Common Area in an amount not less than 100 percent of current replacement cost; or

E. Use hazard insurance proceeds for losses to improvements in the Common Area for other than

the repair, replacement, or reconstruction of such property.

Section 10.2. Title Taken by Mortgagees. Any Mortgagee holding a First Mortgage of record against a Lot who obtains title to the Lot and any improvements on the Lot pursuant to remedies exercised in enforcing the Mortgage, including foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure, will be liable for all Assessments due and payable as of the date title to the Lot (i) is acquired or (ii) could have been acquired under the statutes of Missouri governing foreclosures, whichever is earlier. Such Mortgagee will not be liable for any unpaid dues or charges attributable to the Lot which accrue prior to the date such Mortgagee acquired title or could have acquired title under the Missouri foreclosure statutes, whichever is earlier. Sale or transfer of any Lot pursuant to a deed in lieu of foreclosure for the purpose of enforcing a First Mortgage shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of the extinguished lien may be reallocated and assessed to all Lots, as a Common Expense, at the direction of the Board of Directors.

Section 10.3. Right to Pay Taxes and Charges. Mortgagees who holds First Mortgages against Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue or liability insurance coverage on the lapse of a policy for such Common Area, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 10.4. Distribution of Insurance or Condemnation Proceeds. In the event of a distribution of insurance proceeds or condemnation awards allocable among the Lots for losses to, or taking of, all or part of the Common Area, neither the Owner nor any other person shall take priority in receiving the distribution over the right, if any, of any Mortgagee who is a beneficiary of a First Mortgage against the Lot.

ARTICLE XI EXPANSION

Section 11.1. Reservation of Right to Expand. The Developer has reserved, and hereby does reserve, the right to expand the Property to include additional Lots and/or Common Area as set forth in ARTICLE VI of the Declaration.

Section 11.2. Homes Association Declaration Operative On New Lots or Common Area. Any new Lots or Common Area added to the District in any such expansion shall be subject to all of the terms and conditions of this Homes Association Declaration, the Declaration and any Supplemental Declaration upon the placing of the supplemental or amended plat(s) depicting the expansion property and any Supplemental Declaration(s) of public record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

ARTICLE XII DURATION OF COVENANTS AND AMENDMENT

Section 12.1. Term. The covenants and restrictions of this Homes Association Declaration shall run with and bind the Property until December 31, 2017, after which time they shall be automatically extended for successive periods of time of ten (10) years each, subject to the following provisions.

Section 12.2. Amendment. This Homes Association Declaration, or any provision of it, may be amended at any time during the first 25-year term by an instrument signed by Owners holding not less than 66 2/3% of the votes possible to be cast under the Articles and Bylaws of the Association and signed by the Developer (during the

period of its Class B Membership), and at any time thereafter by an instrument signed by Owners holding not less than 66 2/3% of the votes so possible to be cast. Any amendment must be by Supplemental Declaration and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying that signatures of a sufficient number of Owners (and the Developer, when required) approving the amendment are on file in the office of the Association.

Section 12.3 When Modifications Permitted. Notwithstanding any provisions above, no termination, extension, modification, or amendment of this Homes Association Declaration made prior to December 31, 2007, shall be effective unless the prior written approval of the Developer is first obtained.

Section 12.4. Revocation. This Homes Association Declaration shall not be revoked without the consent of at least 66 2/3% of the Owners, evidenced by a written instrument duly recorded, and the consent and approval of the Developer if required pursuant to Sections 12.2 or 12.3 above.

Section 12.5 Governmental Agencies Required Changes. Anything contained above or in this Article or elsewhere in this Homes Association Declaration to the contrary notwithstanding, the Developer reserves and shall have the absolute unilateral right, power and authority to alter, modify, revise, amend or change any of the terms and provisions of this Homes Association Declaration or the other Association Documents, all as from time to time supplemented or amended, if, but only if, the Veterans' Administration, the Federal Housing Administration, any similar governmental agency or bureau, or the State of Missouri, or the City, or any of their agencies, bureaus or political subdivisions, or any successors thereto, shall require such action as a condition precedent to approval by such entity of the Property or any Lots for approved mortgage financing purposes under their various programs. If any such governmental entity so approves the Property or Lots and also so requires, any further amendment, modification or change to this Homes Association Declaration or the other Association Documents during any period of time when there are one or more Class B Members shall also require the prior consent of such governmental entity giving such approval.

Section 12.6 Certain Amendments Prohibited Without City's Consent. Notwithstanding any provisions above, no modification or amendment of this Homes Association Declaration which in any manner affects any private open space set aside by the Developer in lieu of parkland dedication in satisfaction of Section 31.32 of the Code of General Ordinances of the City or any storm water detention facilities may be made nor become effective without first obtaining the written consent of the City to any such amendment or modification.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1. Enforcement. Except as otherwise provided in this Homes Association Declaration, the Board of Directors, the Developer, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all conditions, covenants, reservations, liens, easements and charges now or hereafter imposed or reserved by the provisions of this Homes Association Declaration. Failure by the Board of Directors of the Association, the Developer, or by any Owner to enforce any covenant or provision contained in this Homes Association Declaration shall in no event be deemed a waiver of the right to do so thereafter. Any person or party enforcing this Homes Association Declaration or any of its provisions shall be entitled to recover its reasonable attorneys' fees and costs.

Section 13.2. Severability. Invalidation of any one of these covenants or provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 13.3. Rule Against Perpetuities. Notwithstanding anything in this Homes Association

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said corporation.

(Notary Seal)

My commission expires:

Signature of Notary Public

Typed or Printed Name of Notary

Exhibit A

Former Legal Description of Property
Prior to Platting

A subdivision of land in the Southwest Quarter of Section 15, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Beginning at the Southwest Corner of the Southwest Quarter of said Section 15; thence North 0°07'07" East, along the West line of said Southwest Quarter, 1728.55 feet; thence South 87°14'05" East, 33.41 feet; thence North 2°45'55" East, 83.42 feet; thence North 24°35'41" East, 99.81 feet; thence South 70°24'43" East, 200.00 feet; thence South 19°35'17" West, 15.00 feet; thence South 70°24'43" East, 153.11 feet; thence South 5°25'09" West, 122.57 feet; thence Westerly on a curve to the left, having an initial tangent bearing of North 84°34'51" West, a radius of 320.00 feet, an arc distance of 10.74 feet, thence South 0°07'07" West, 228.69 feet; thence South 21°15'51" West, 253.87 feet; thence South 0°07'07" West, 590.16 feet; thence South 3°08'33" East, 85.30 feet; thence South 17°43'23" East, 175.43 feet; thence South 30°45'10" East, 87.26 feet; thence South 36°12'59" East, 87.03 feet; thence South 45°28'04" East, 176.24 feet; thence South 31°41'37" West, 96.72 feet to a point on the South line of said Southwest Quarter; thence North 88°51'28" West, 520.27 feet to the Point of Beginning. Containing 14.97 acres, more or less.

Note:

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