

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF NORTH BROOK

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF NORTH BROOK (this "Declaration") is made and executed as of December 16, 1992, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer").

RECITALS

- A. On 12/17, 1992, the Developer executed that certain subdivision plat entitled "NORTH BROOK - FIRST PLAT" (the "Plat")... 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 subject the Property to those certain covenants, conditions, restrictions and easements herein set forth;

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares that the Property, constituting all of the real property described in the Plat, and formerly legally described as shown on Exhibit A attached hereto, hereafter shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of the Property...

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following words, when used in this Declaration or in any Supplemental Declaration (as provided below), unless plainly inconsistent with the context of this Declaration, shall have the following meanings or, if not defined below, the meanings ascribed to them in the Homes Association Declaration:

STATE OF MO. CLAY COUNTY REC'D 93 MR - 9 P 2:54 5 JAMES ROBERTLY REC'D IN DEEDS PAGE# 6-3

Handwritten signatures: James Robertly, Hunt Midwest Realty

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A. "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.

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

C. "Association Documents" means this Declaration, the 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.

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

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

F. "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.

G. "Declaration" means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements of North Brook, as amended or supplemented from time to time.

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

I. "District" means all of the Lots, Common Area or any other of the Property, as may be expanded.

J. "Homes Association Declaration" means the Homes Association Declaration of The North Brook Home Owners Association of even date herewith, as amended or supplemented from time to time.

K. "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.

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

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M. "North Brook", "North Brook Addition" or the "Addition" means the Property within the District, as may be expanded.

N. "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 any 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.

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

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

Q. "Residence" means a private single family dwelling constructed on any one Lot.

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

S. "Successor Developer" means any person or entity to whom 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 Register of Deeds of Clay County, Missouri, designating such person or entity as a Successor Developer. Upon such recording, Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

T. "Supplemental Declaration" means an instrument which amends or modifies this Declaration, as more fully provided for herein.

## **ARTICLE II** **PERSONS BOUND BY DECLARATION**

**Section 2.1. Persons Bound by Declaration.** The Developer and all persons or entities who shall hereafter acquire any interest in the Lots within the District hereby restricted shall be deemed to have taken such Lot 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 and observe the covenants, conditions, restrictions, easements and stipulations in this Declaration and the Association Documents for the term of this Declaration as it may be extended.

## **ARTICLE III** **RESTRICTIONS**

**Section 3.1.** The Developer, for itself, its heirs, trustees, executors, successors and assigns, hereby places the following restrictions upon the Property:

A. No Lot in the District shall be used or improved for other than a Residence. No commercial, retail or other business building shall be constructed nor shall any business be carried or maintained on, in or from any Lot or Residence in the District (except for model homes used by the

Developer, any builders or any marketing or sales companies authorized to have model homes by the Developer).

B. No Residence or other structure shall be erected on any part of a Lot nor shall any Residence be located on any Lot nearer to the front Lot line or the side Lot line than the minimum building set-back shown on the recorded Plat or, if none is shown on the Plat, ten (10) feet. No Residence shall be located nearer to an interior Lot line than the greater of 10 feet or ten percent (10%) of the width of the Lot. The finished floor area of the main structure shall be at least 1100 square feet for all one-story and split-level Residences, at least 1000 square feet of finished first floor area and at least 1400 square feet of total finished floor area for any one and one-half story Residences, and at least 700 square feet of finished first floor area and a total finished floor area of not less than 1400 square feet for two story Residences. The above required minimum square footages shall be exclusive of porches, attached garages, carports, breezeways, steps, eaves and similar portions of such Residences. The Developer and/or Architectural Control Committee reserves the right to require greater square footages on the approval of any plan. No building or structure other than a Residence shall be erected, altered, placed or permitted to remain on any Lot. No Residence may exceed two (2) levels in height. Each Residence shall have an attached garage for not less than two (2) nor more than (3) cars.

C. No noxious or offensive trade or activity shall be carried on upon, in or from any Lot or Residence nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement (less house), moved house, tent, shack, barn, or other outbuilding or structure shall be constructed or erected or moved onto and permitted to remain on any Lot. Storage or utility sheds may be permitted upon application to and approval by the Architectural Control Committee but shall be subject to the provisions set forth herein, including ARTICLE IV, with respect to construction, design, materials, location and screening from view, at the discretion of such Committee.

E. No bees, cows, horses, swine, goats, birds or poultry or other non-domestic animals shall be kept on any Lot. Dogs (except pit bulls), cats or other household pets may be kept in a Residence or on a Lot provided they are not kept for breeding or other commercial purposes and are limited to no more than three (3) in total number. No pit bulls may be kept in a Residence or on a Lot (whether or not within a fenced yard or other enclosures). Dog runs of chain link or other fencing may be permitted upon application to and approval of the Architectural Control Committee which may impose requirements as to their construction, design, materials, location and screening from view.

F. No tank for storage of oil or other fluids may be maintained on any Lot above the surface of the ground.

G. No fencing shall be permitted upon any Lot except wood fences built with methods and materials which harmonize with the external design of the Residences in the District.

H. No Lot shall be in any way be subdivided without the prior approval of the Architectural Control Committee and, if approved, only in compliance with any applicable Subdivision Regulations of the City.

I. No Residence shall be occupied until fully completed, except for exterior painting and minor trim details, and such Residence must be fully completed within six (6) months after excavation is started. In the event of fire, windstorm or other damage, no Residence shall be permitted to remain in a damaged condition longer than three (3) months.

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J. All sewage disposal shall be by means of subterranean sewer pipe connected to the city sewer system. No septic tanks or other individual sewage disposal system may be constructed on any Lot.

K. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, except during construction.

L. No signs, billboards or advertising structures of any kind may be placed or stored upon any Lot except that signs advertising the rental or sale of property shown on the recorded Plat are permitted, provided such signs do not exceed five square feet in size. The Developer reserves the right to place larger "bill board" type signs on any Lot owned by it.

M. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements and then the material shall be placed only within the property lines of the Lot or Lots upon which the approved improvements are to be erected.

N. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels or its collection in detention ponds or basins in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility company or the Association is responsible.

O. No Residence or other improvement shall be erected on any Lot until the building plans, specifications and plot plan for such Residence or improvement have been approved in writing by the Architectural Control Committee, as established as the Bylaws of the Association, as to conformity and harmony of exterior design (including color) with the existing Residences and landscape and as to the location of such Residence with respect to property lines and topography and finished grade elevation and quality and type of workmanship and materials. The Architectural Control Committee shall approve or disapprove the plans, specifications and plot plan within thirty (30) days after submission. The proposed Residence, if approved, shall thereafter be constructed in conformity with the approved plans, specifications and plot plan.

P. No mobile home or other similar trailer, either with or without wheels, shall be moved onto or kept on any Lot.

Q. Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the Lots in nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by this Declaration.

R. No burning of trash or storage of trash, garbage, old appliances, junk or other refuse shall be permitted on any Lot outside of a Residence, except that garbage and trash may be set out the evening before trash pick-up.

S. If mail delivery directly to a Residence is available, no street or curbside mail boxes shall be permitted. If such mail delivery is unavailable, all such mail boxes shall be of such design as approved by the Architectural Control Committee.

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T. All driveways from the street to a Residence shall be constructed in an all-weather manner exclusively with asphalt or concrete surfacing and maintained in good condition. No rock or gravel driveways shall be permitted.

U. All yards initially shall be sodded, and thereafter resodded or planted, with perennial grasses, including zoysia, blue grass or fescue. Lawns and plantings shall be kept mowed and trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) permit.

V. No radio station, whether amateur or commercial, of any type shall be operated from any Lot or Residence in the District and no radio antenna shall protrude above the roof line of any Residence. No radio or television aerial wire, antenna, antenna tower or satellite dish may be maintained outside of any Residence or other approved structure unless approved by the Architectural Control Committee.

W. All doors on garages of Residences shall be kept closed except when opened for the purpose of parking or removing motor vehicles therefrom or cleaning of the same.

X. No exterior clothesline or poles may be erected or maintained anywhere on any Lot.

Y. No exterior Christmas lights and/or decorations may be erected, installed, hung or maintained on any Residence or Lot except during the sixty (60) day period commencing on November 15th of each year and ending on January 14th of the following year.

Z. No school buses, automobiles, campers, camper-trailers, recreational vehicles, tractors, trucks, motorcycles, other motor vehicles or boats shall be parked at the curb for more than twenty-four (24) hours at any one time. No major repair work shall be performed on any vehicle or boat while parked outside the garage or other enclosure or on the street. Any vehicles that are not in operating condition and driveable or whose presence might make an unsightly appearance or create a nuisance or be a hazard to life, health or public safety, shall not be parked or left on any Lot or at the curb for more than twenty-four (24) hours. No boat, bus, camper, camper-trailer, trailer, recreational vehicle, tractor, truck, motorcycle nor any other vehicle similar or related in use shall be stored or parked on any Lot unless the same is kept in an enclosed area which is out of sight and screened from the view of any adjacent Lot or street.

AA. Each Owner of a Lot may construct thereon one (1) in-ground (but not above ground) swimming pool and/or a hot tub or spa and/or a tennis court for personal, non-commercial use, the plans and specifications for which must be approved in advance by the Architectural Control Committee which may require appropriate fencing or screening from view. No above ground swimming pools shall be permitted on any Lot. No lighting shall be permitted on any tennis court for evening use.

BB. All portions of foundations exposed and protruding more than eighteen inches (18") from and above the ground shall be painted the same color as the Residence.

CC. All Residences shall have wood windows or wood clad windows but may have aluminum or other metal storm windows and screens.

DD. All Residences shall be roofed with asphalt composition shingles approved by the Architectural Control Committee. Currently approved shingles include GAF's "Timberline" and Tamco's "Heritage II" that are "Weathered Wood" or comparable color.

EE. All wood or other non-brick or non-stone exteriors of any Residence (except roofs) shall be covered with paint or stain or quality vinyl or metal siding. No Residence shall be permitted to stand with its exterior in unfinished condition for longer than six (6) months.

FF. All water, gas, electricity, sewer, telephone, cable television and other utilities shall be located and run underground on each Lot.

GG. Tract A is reserved for, and its use shall be limited to, the installation, construction, maintenance and operation of a storm water detention basin. Tract B is reserved for, and its use shall be limited to, the installation, construction, maintenance and operation of a swimming pool and bath house and related recreational facilities with adjacent or surrounding landscaped green space. H.A. Tract 1 and H.A. Tract 2 are both reserved for, and their use shall be limited to, the installation, construction, and maintenance of Addition or District identification signs or monumentation and landscaping.

**ARTICLE IV**  
**ARCHITECTURAL CONTROL**  
**AND**  
**MATERIALS USAGE**

**Section 4.1. Architectural Control.** To preserve the harmony of exterior design and location of Residences on the Lots as well as all other portions of construction upon Lots, no building, Residence, wall, fence or other structure, building improvements or items of any kind shall be constructed, commenced, erected or maintained or kept upon any Lot, nor shall any additions, changes or alterations be made thereunto, until the plans and specifications showing the nature, square footage, kind, size, shape, front yard setback, side and rear yard setback, height, materials, method of construction, exterior color scheme, ground frontage and location of the same on the Lot shall have been submitted to and approved in writing by the Association's Architectural Control Committee. In the event any such plans and specifications are not approved or disapproved within thirty (30) days after their submission, approval shall be deemed to have been given and this Section fully satisfied. Such Architectural Control Committee shall establish reasonable rules and regulations regarding plan and specification approval.

**Section 4.2. Restrictions on Materials.** All exterior surfaces of any Residence shall be constructed of only brick, stone, masonry (excluding blocks) or stucco, wood, board and batten, shingles or aluminum or other all weather siding or such other materials as approved from time to time by the Association's Architectural Control Committee or a combination thereof.

**Section 4.3 Architectural Control Committee.** The Architectural Control Committee shall be appointed or established and continued by the Association as set forth in the Bylaws.

ARTICLE V  
STREETS AND COMMON AREA PROVISIONS

**Section 5.1. Streets.**

A. The Streets within the District are as shown in the Plat. To the extent the foregoing Streets have not previously been or are hereafter dedicated and conveyed to the City and accepted by it for all purposes, including maintenance, repair and replacement, by the Plat or otherwise, the same are hereby or will be dedicated by the Developer as part of the Common Area and, upon request, the Developer will convey by special warranty deed such Streets, in their present condition, to the Association for it to own, manage, repair, maintain, replace, improve, operate and otherwise deal with and Developer shall have no further responsibilities or obligations of any kind with respect thereto after the date of this Declaration or completion of their initial construction, whichever is later. Streets dedicated to the City are under its control and no work is permitted thereon without prior approval of the City.

B. All Streets shall be used only for their intended purposes as free and clear roadways for ingress and egress purposes and no Owner of any Lot shall block passage, damage or abuse the same. Any Owner damaging or abusing the Streets or any other improvements in the Common Area shall be responsible to the Association for all costs incurred by it to repair or replace the same. The Association is and shall be responsible for the maintenance, management, operation, replacement, repair, improvement or otherwise of all portions of the Common Area, including all improvements thereon, including all Streets (to the extent not done by the City); provided, however, that notwithstanding anything contained herein to the contrary, the Owners of Lots which abut and are immediately contiguous to the Streets shall maintain in good condition and repair their Lots as well as that area representing any sidewalks and/or unpaved portions behind the Streets which are appurtenant to such Owners' Lots. The Association is and shall be authorized to adopt and enforce reasonable rules and regulations regarding Lot Owners' responsibilities for maintenance and repair of such areas.

**Section 5.2. Common Area.**

A. All portions of the Common Area shown on the Plat, other than those described in Section 5.1 above, but including any areas reserved or designated for utility, storm water run-off or detention, sewer or other easements, whether or not within any Lot, are hereby dedicated by the Developer as part of the Common Area. Developer shall have no further responsibilities or obligations of any kind with respect thereto after the date of this Declaration or the completion of the initial construction of the facilities or improvements thereon, whichever is later. The Developer shall convey the same and any improvements thereon by one or more special warranty deeds, in their then present condition, to the Association for it to own, manage, repair, maintain, replace, improve, operate and otherwise deal with by no later than December 31, 1997.

B. All portions of the Common Area described in A above shall be used only for their intended purposes and no Owner shall damage or abuse the same. Any Owner damaging or abusing the same shall be responsible to the Association for all costs to repair or replace the same.

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**ARTICLE VI**  
**EXPANSION**

**Section 6.1. Reservation of Right to Expand.** The Developer reserves and shall have the absolute unilateral right to expand the Property to include additional Lots and/or Common Area.

**Section 6.2. Supplemental Declarations and Supplemental Plats.** Such expansion may be accomplished by the filing for record by the Developer in the Office of the Recorder of Deeds for Clay County, Missouri, of one or more Supplemental Declarations setting forth the Lots and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions, and easements particular to such property. The expansion may be accomplished in stages by successive supplements or in one supplement expansion.

**Section 6.3. Expansion of Definitions.** In the event of any such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded. For example, "Lot" shall mean the Lots described herein and in the Plat plus any additional Lots added by a Supplemental Declaration or Declarations and supplemental Plat(s), and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Lots shall be effective to transfer rights in the Property as expanded. The recordation in the land records of Clay County, Missouri, of a supplemental plat or plats incident to any expansion shall operate automatically to grant, transfer, and convey to the Association any new Common Area added to the Property as the result of such expansion.

**Section 6.4. Declaration Operative on New Lots.** The new Lots shall be subject to all of the terms and conditions of this Declaration and of any Supplemental Declaration, upon placing the supplemental plat(s) depicting the expansion property and the Supplemental Declarations(s) of public record in the real estate records of Clay County, Missouri.

**ARTICLE VII**  
**PROPERTY RIGHTS OF OWNERS**  
**AND**  
**CERTAIN EASEMENTS**

**Section 7.1. Owner's Easement of Enjoyment.** Every Owner has a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following and other provisions of this Declaration.

**Section 7.2. Recorded Easements.** The Property shall be subject to all easements as shown on the recorded Plat affecting the Property and to any other easements of record or of use as of the date of recordation of this Declaration.

**Section 7.3. Developer's Rights Incident to Construction.** The Developer, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under, and across the Common Area, together with the right to store materials on the Common Area and to make such other use of the Common Area as may be reasonably necessary or incident to the construction of Residences on the Lots or other improvements on the Property or other real property owned by Developer; provided, however, that no such rights shall be exercised by Developer in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Lots or the District by the Owners.

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**Section 7.4. Reservation of Easements, Exceptions, and Exclusions.** The Developer reserves and hereby grants to the Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Area, for purposes including but not limited to Streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the best interest of all the Owners and the Association, in order to serve all the Owners within the District.

**Section 7.5. Emergency Access Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon all Streets and upon the Property in the proper performance of their duties.

**Section 7.6. Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his guests, and invitees, but only in accordance with and subject to the limitations of the Association Documents.

#### **ARTICLE VIII INCIDENTS OF OWNERSHIP IN THE DISTRICT**

**Section 8.1. Inseparability.** Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Lot and the Residence and other improvements thereon shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Lot, including each easement, license, and all other appurtenant rights created by law or by this Declaration or by the Homes Association Declaration.

**Section 8.2. 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.

**Section 8.3. No Subdivision.** No Lot may be subdivided between or among multiple Owners of the Lot except with the prior approval of the Architectural Control Committee, and, if so approved, the voting rights of the Owners thereof shall be as set forth in the Homes Association Declaration and the Bylaws. Any such subdivision of a Lot shall be further subject to approval by the City under its Subdivision Regulations.

**Section 8.4. Property Rentals.** A Residence may be used for permanent or short-term occupancy by its Owner, its family, servants, agents, guests, invitees, and tenants, and such Owner shall be allowed to rent or arrange for rental of its Residence for any length of time, except that such Residence may not be used as an office or for any other commercial, retail, wholesale, business or professional purpose.

#### **ARTICLE IX DURATION OF COVENANTS AND AMENDMENT**

**Section 9.1. Term.** The covenants and restrictions of this 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 9.2. Amendment.** This Declaration, or any provision of it, may be amended by Supplemental Declaration 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 at least 66 2/3% of the votes so possible to be cast. Any amendment by Supplemental Declaration must be 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 approving the amendment are on file in the office of the Association.

**Section 9.3. When Modifications Permitted.** Notwithstanding any provisions above, no termination, extension, modification or amendment of this Declaration made prior to December 31, 2007, shall be effective unless the prior written approval of the Developer is first obtained.

**Section 9.4. Revocation.** This Declaration shall not be revoked without the affirmative vote of at least 66 2/3% of the votes possible to be cast under the Articles and Bylaws of the Association and evidenced by a written instrument duly recorded, and the consent and approval of the Developer if required pursuant to Sections 9.2 or 9.3 above.

**Section 9.5. Governmental Agencies Required Changes.** Anything contained above in this Article or elsewhere in this 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 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 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 9.6. Certain Amendments Prohibited Without City's Consent.** Notwithstanding any provisions above, no modification or amendment of this 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 X GENERAL PROVISIONS

**Section 10.1. Enforcement.** Except as otherwise provided in this 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 restrictions, conditions, covenants, reservations, and easements now or hereafter imposed or reserved by the provisions of this Declaration. Failure by the Board of Directors of the Association, Developer, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Any person or party enforcing this Declaration or any of its provisions shall be entitled to recover its reasonable attorneys' fees and costs.

**Section 10.2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.3. Rule Against Perpetuities. Notwithstanding anything in this Declaration to the contrary, the creation of any interest under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.

Section 10.4. Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

Section 10.5. Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and, upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

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

DEVELOPER:

HUNT MIDWEST REAL ESTATE  
DEVELOPMENT, INC.

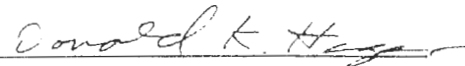
By: 

Printed Name: Lee A. Derrough

Title: President

  
(Seal)

ATTEST:

By: 

Printed Name: Donald K. Hagan

Title: Assistant Secretary

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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° 57' 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.

