

DECLARATION OF RESTRICTIONS

Restated and Amended Bylaws of THE COVES HOMES ASSOCIATION INC.

A Missouri Not For Profit Corporation

ARTICLE I Offices

The Corporation shall have and continuously maintain in the State of Missouri a Registered Office and a Registered Agent whose office is identical with such Registered Office. The Registered Office need not be identical with the principal office and the address may be changed from time to time by the Board of Directors.

ARTICLE II Membership

Section 1: Classes and Qualifications. The membership of the Corporation shall consist of one (1) class, such class being comprised of record owners of a fee interest in any living unit as defined within The Coves Homes Association Declaration filed for record April 25, 1968, in the office of the Recorder of Deeds of Platte County, Missouri, in book 309, of page 662 thereof, being Document No. 19551 therein, which living units are subject to and under the jurisdiction of The Coves Homes Association, Inc. The qualifications and rights of all Members shall be as set forth in these Bylaws and The Coves Homes Association Declaration and any amendments or supplements thereto. Other qualifications, if any, of the Members of the Corporation shall be established from time to time by the Board of Directors.

Section 2: Voting. Except as otherwise provided by statute, the Articles Incorporation or The Coves Homes Association Declaration and any amendments or supplements thereto and subject to the provisions of these Bylaws, each Member shall, at every meeting of the Members, be entitled to one vote on each matter submitted to a vote of the Members; provided, however, that in all elections of Directors of the Corporation, each Member entitled to one vote shall have the right to cumulate his vote and to give one candidate a number of votes equal to the number of Directors to be elected or to distribute such votes among as many candidates as he shall determine. Election of Directors may be conducted by mail. Except as otherwise required by statute, the Articles of Incorporation or The Coves Homes Association Declaration and any amendments or supplements thereto, or by these Bylaws, at all meetings of Members all matters shall be decided by the vote of a majority in interest of the Members entitled to vote, present in person or by proxy.

Section 3: Proxies. Proxies shall be in writing and signed by the Members executing them or by their duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

Section 4: Dues and Assessments. Members shall be required to pay dues and assessments in such amounts and at such times as shall be determined from time to time by the Board of Directors. Such amounts and times may vary in accordance with the type of living unit owned by any Member.

ARTICLE III Meetings of Members

Section 1: Annual Meetings. Commencing with the year 1969, Annual Meetings of the Members for the election of Directors and for the transaction of such other business as may properly come before such meeting shall be held at the hour of 7:30 p.m., on the third Monday of November of each year, if not a legal holiday, or if a legal holiday, then on the next succeeding day not a legal holiday. Failure to hold the Annual Meeting at the designated time shall not result in a forfeiture of the Corporation's charter or dissolution of the Corporation.

Section 2: Special Meetings. Special Meetings of the Members may be called at any time by the President or by a majority of the Board of Directors and shall be called by the President upon the written request of Members equaling one-half (1/2) of the number of Members entitled to vote at such meeting. The request of the Members shall state the purpose or purposes of the meeting and shall be delivered to the President.

Section 3: Place of Meeting. Annual and special meetings of the Members shall be held at such place within the State of Missouri, either within or without the County of Platte, as may be designated in the Articles of Incorporation, by the Board of Directors, or by resolution or written consent of Members equaling one-half (1/2) of the number of Members entitled to vote at such meeting. In the absence of any such designation, all meetings shall be held at the Registered Office of the Corporation.

Section 4: Notice of Meeting. Written or printed notice of Annual and Special Meetings, stating the place, day and hour of the meeting, and, in case of Special Meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than forty (40) days before the date of the meeting, either personally or by mail, to each Member entitled to vote at such meeting. If the notice is mailed, it shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Corporation, with postage prepaid.

Section 5: Agenda Items. The Board of Directors shall include, as an agenda item, any subject matter submitted by petition signed by one third (1/3) of the Members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum. Except as otherwise provided by the Statutes of the State of Missouri, the presence at any meeting in person or by proxy of Members equaling one tenth (1/10) of the number of Members entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business. The vote of a majority of the Members present at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required by the statutes of the State of Missouri, the Articles of Incorporation, The Coves Homes Association Declaration and any amendments or supplements thereto, or these Bylaws. In the absence of a quorum, either a majority of the Members entitled to vote, present in person or by proxy, or any officer entitled to preside or act as Secretary of such meeting may adjourn the meeting from time to time for a period not exceeding ninety (90) days in any one case, and no notice need be given of such adjournment to Members not present at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 7: Action of Members Without a Meeting. Any action required by the General Not For Profit Corporation Law of Missouri to be taken at a meeting of the Members of the Corporation, or any action which may be taken at a meeting of the Members may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by two thirds (2/3) of the Members entitled to vote with respect to the subject matter thereof. The Secretary shall file such consents with the Minutes of the meetings of the Members.

ARTICLE IV Board of Directors

Section 1: General Powers and Duties. The affairs of the Corporation shall be managed by a Board of Directors. Directors shall be residents of the subdivision and Members of the Corporation.

Section 2: Number and Term of Office of Directors. There shall be five (5) Directors. The term of office of the present Members of the Board of Directors were established at the time of their election; these amended Bylaws shall not affect such terms of office. As directorship vacancies occur, new Members of the Board of Directors shall be elected for a term of two (2) years at the Annual Meeting of the Members of the Corporation.

Section 3: Annual Meetings. The Annual Meetings of the Board of Directors shall be held following the Annual Meeting of the Members of the Corporation; provided, however, such meeting may be immediately adjourned until a designated date in the future. The Board of Directors may provide by resolution the time and place within the Kansas City Metropolitan Area for holding additional meetings without other notice than such resolution.

Section 4: Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within the Kansas City Metropolitan Area as the place for holding any Special Meeting of the Board of Directors called by them.

Section 5: Notice. Notice of any meeting of the Board of Directors shall be given at least three (3) days prior thereto. The business to be transacted at the meeting need not be specified in the notice unless specifically required by law or these Bylaws.

Section 6: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but, if less than a majority of the Board of Directors is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these Bylaws.

Section 8: Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled shall be filled by the Board of Directors. A Director selected to fill a vacancy shall be elected by the Board for a term expiring at the next Annual or Special Meeting of the Members of the Corporation. The Members at such meeting shall then elect a Director (who may be the individual selected by the Board) for the unexpired term of the predecessor in office.

Section 9: Compensation. Directors as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

Section 10: Removal of Directors. At a meeting called expressly for that purpose, the entire Board of Directors or any member thereof may be removed for or without cause, by a vote of a majority of the Members then entitled to vote at an election of Directors.

ARTICLE V Officers

Section 1: Number. The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officer as may be elected under the provisions of this Section 1. The Board may also elect a Chairman of the Board and one or more Assistant Secretaries or Assistant Treasurers. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2: Election and Term of Office. The officers specifically designated in Section 1 of this Article shall be chosen by the Board of Directors at their annual meeting and shall hold office until their successors are chosen and qualified. Failure to elect officers annually does not dissolve the Corporation.

Section 3: Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in the judgment of a majority of the Board of Directors the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4: Vacancies. Vacancies among the officers arising from any cause shall be filled for the unexpired portion of the term in the manner provided for the election of the officer to such office at a Special Meeting of the Board of Directors called for that purpose.

Section 5: The Chairman of the Board. If a Chairman of the Board is elected by the Board of Directors, he or she shall be the principal executive officer of the Corporation; shall preside at all meetings of the Board of Directors and the Members and, subject to the direction and control of the Board of Directors, shall direct the policy and management of the corporation. He or she shall perform such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board the President, or in his or her absence, the Vice President (or in the event there be more than one Vice President, the Vice President in the order of their seniority, designation or election) shall have and may exercise all of the powers of the Chairman of the Board.

Section 6: The President. Unless and until the Board of Directors shall have elected a Chairman, the President shall be the chief executive officer of the Corporation and, subject to the direction and under the supervision of the Board of Directors, shall have general charge of the business, affairs and property of the Corporation and control over its officers, agents and employees; shall preside at all meetings of the Members and of the Board of Directors at which he or she is present, and shall do and perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by those Bylaws or by the Board of Directors. In the event a Chairman of the Board shall have been elected, the President shall have and may exercise all of the powers of the Chairman in the absence of the Chairman and shall do and perform such

other duties and may exercise such other powers as from time to time may be assigned to him or her by those Bylaws or by the Board of Directors of the corporation.

Section 7: The Vice-President. At the request of the President, or in the event of his or her absence, disability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, in the order of their seniority, designation or election) shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Each Vice-President shall have such powers and discharge such duties as may be assigned to him or her from time to time by the President or by the Board of Directors.

Section 8: The Secretary. The Secretary shall record all the proceedings of the meetings of the Corporation, members and Directors in a book to be kept for that purpose; maintain a complete list of all Members entitled to vote at meetings of Members and have said list available for inspection of any Member who may be present at such meetings; act as custodian of the records of the Corporation and the Board of Directors and of its Corporate Seal and shall affix the Seal to all documents, the execution of which, on behalf of the Corporation, shall have been duly authorized, see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept and filed; and, in general, perform all duties and have all powers incident to the office of Secretary and perform such other duties and have such other powers as may from time to time be assigned to him or her by these Bylaws, the Chairman of the board, the President or by the Board of Directors.

Section 9: The Treasurer. The treasurer shall have supervision of the funds, securities, receipts and disbursements of the Corporation; cause all Monies and other valuable effects of the Corporation to be deposited in its name and to its credit in such depositories as shall be selected by the Board of Directors, if pursuant to authority conferred by the Board of Directors; cause to be kept at the accounting office of the Corporation correct books of account, proper vouchers and other papers pertaining to the Corporation's business; render to the Chairman of the Board, the President or the Board of Directors whenever requested, an account of the financial condition of the Corporation and of his or her transactions as treasurer, and, in general, perform all duties and have all powers incident to office of Bylaws, the Chairman of the Board, The President or by the Board of Directors.

Section 10: The Assistant Secretary and Assistant Treasurer. The Assistant Secretary and Assistant Treasurer (or in the event there be more than one Assistant Secretary or Assistant Treasurer, in the order of their seniority, designation or election) shall, in the absence or disability of the Secretary or Treasurer, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such other duties as the President or the Board of Directors shall prescribe.

Section 11: Salaries. The salaries or other compensation, if any, of all Officers shall be fixed by the Board of Directors and may be changed from time to time by a majority vote of the Board.

ARTICLE VI Indemnification of Officers, Directors and Others

A. The Corporation will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, other than an action by or in

the right of the Corporation, by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, Employee or Agent or another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment over settlement, conviction or upon a plea of no contender or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- B.** The Corporation will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believe to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expense which the court shall deem proper.
- C.** To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action suit or proceeding referred to in paragraphs A and B of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the action, suit or proceeding.
- D.** Any indemnification under paragraphs A and B of this Article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article. The determination shall be made by the Board of Directors of the Corporation by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs by independent legal counsel in a written opinion, or by the Members of the Corporation.

- E.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final trial disposition of the action, suit or proceeding as authorized by the board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article.
- F.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaws agreements, votes of Members, disinterested Directors or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrator of such person.
- G.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.
- H.** For the purpose of this Article, references to the Corporation include all constituent corporations absorbed in a consolidation or merger, as well as the resulting or surviving corporation so that any person who is or was a Directors, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he or she would if he or she had served the resulting or surviving corporation in the same capacity.

ARTICLE VII Committees

Section 1: Standing Committee. The Board of Directors shall appoint the following committees: (a) Architectural Control; (b) Townhouse; (c) Village Home. The Architectural Control Committee shall assist the Board of Directors in the enforcement of the Protective Covenants. The Board of directors may delegate to this committee such of its power as it deems necessary for the effective assistance by the committee in the enforcement of the Proactive Covenants. The Townhouse Committee shall advise the Board of Directors on matters affecting the townhouse units. The Village Home Committee shall advise the Board of Directors on matters affecting the Village Home units.

Section 2: Checks, Drafts and Other Documents. All notes, drafts, acceptances, checks, endorsements and all evidence of indebtedness of the Corporation whatsoever shall be signed by such officer or officers or by such agent or agents of the Corporation and in such a manner as the Board of Directors from time to time may determine. Endorsements or instruments for deposit to the credit of the Corporation in any of its duly

authorized depositories shall be made by rubber stamp of the Corporation or in such other manner as the Board of Directors may from time to time determine.

Section 3: Proxies. Proxies to vote with respect to shares or stock of other corporations that may be owned by or stand in the name of this Corporation may be executed on behalf of this Corporation by the President, Vice President or Secretary or by any other person or persons authorized to do so by the Board of Directors.

ARTICLE IX Distributions

No part of the income or property of the Corporation shall be distributed to the Members, Director or Officer of the Corporation.

ARTICLE X Corporate Seal

The Corporate Seal of the Corporation shall be in the form of a circle and shall bear the name THE COVES HOMES ASSOCIATION INC. as well as the words "Corporate Seal."

ARTICLE XI Fiscal Year

Except as from time to time otherwise provided by the board of Directors, the fiscal year of the Corporation shall extend from the first day of January to the last day of December of each year, both dates inclusive.

ARTICLE XII Amendments

The Bylaws of the Corporation may from time to time be altered, suspended, amended or repealed, or new Bylaws may be adopted at an Annual or Special Meeting of the Board of Directors, at which a quorum is present, by the affirmative vote of a majority of the Directors present at such meeting.

ARTICLE XIII Miscellaneous

Section 1: Trade Names. The Corporation may operate or transact business under such certain trade names other than its corporate name as may be adopted by the Board of Directors.

Section 2: Inspection Of Records by Members. The Corporation shall keep correct and complete book and records of account and minutes of the proceedings of its Members, of its board of Directors and of any committee having any authority of the Board of Directors. The Corporation shall also maintain at its Registered Office a record of the names and addresses of its Members who are entitled to vote.

Section 3: Loans to Officers Prohibited. No loan shall be made by the corporation to any of its officers or Directors. Any Director of the Corporation who votes for or assents to the making of any such loan and any officer participating in the making of such loan shall be jointly and severally liable to the Corporation for the amount of such loan until its repayment.

Section 4: Waiver of Notice. Whenever any notice is required to be given under the laws of the State of Missouri or under the provisions of the Articles of Incorporation, The Coves Homes Association Declaration and any amendments or supplements thereto, or these Bylaws, a Waiver of such notice in writing signed by the person or person entitled to such notice, whether before or after the time stated in such Waiver, shall be deemed

equivalent to the giving of such notice. The forgoing Bylaws are hereby adopted and approved this

9th day of May, 1979

JOHN S. RAYDO, CHAIRMAN

JAMES C. LIEBER, JR., SECRETARY

THIS DECLARATION, made on The 24th day of April 1969, by the undersigned, JIM YOUNG DEVELOPMENT CORPORATION, a Missouri corporation, and the owner of lots, tracts of lands and living units in THE COVES, a subdivision in Kansas City, Platte County, Missouri.

WITNESSETH: That WHEREAS, JIM YOUNG DEVELOPMENT CORPORATION, the developer of THE COVES, is now developing said subdivision for high class residential purposes and it is the desire of the undersigned owner of the land in said subdivision to continue the development of such land for such purpose and for the creation and maintenance of a residence neighborhood possessing features of more than ordinary value to a residence community, and

WHEREAS, In order to assist the undersigned owner and its grantees in providing the necessary means to bring this about, said owner does hereby subject all of the lots, tracts of land and living units in THE COVES to the following Covenant, charges and assessments.

SECTION 1. DEFINITION OF TERMS USED. The term "District" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the land now platted as THE COVES (consisting of Lots 1 through 46 inclusive and Tracts T-1 through T-7 inclusive), a subdivision in Kansas City, Platte County, Missouri, according to the recorded plat thereof. The term "improved property" or "improvements" as used herein shall be deemed to mean a lot or tract under single ownership, or a living unit where a townhouse, duplex, or apartment has been erected on a single lot or tract, and the ownership of said townhouse, duplex or apartment has been divided by means of a party wall agreement or a condominium declaration. Any other land covered by this declaration shall be deemed to be vacant and unimproved. The term "homes association property" as used herein shall be deemed to mean all private streets, alleys and drives, private sidewalks, private parking lots, private recreational areas, private parks, private lakes, private gardens and private ornamental areas, the use of which is dedicated to, set aside for the use of, or leased to, all of the owners within the district who are members in good standing of the homes association. The term "owners" as used herein shall mean those persons or corporations who may, from time to time, own the lots, tracts or living units within the district. The term "living unit" shall mean and refer to any portion of a building designated and intended for use and occupancy as a residence by a single family whether in a building designed as a single family dwelling, duplex or apartment.

SECTION 2. IMPROVEMENTS UNDER MANAGEMET OF ASSOCIATION

All improvements upon and to the land in the district and homes association property shall be under the management and control of THE COVES HOMES ASSOCIATION, INC., a Missouri not-for-profit corporation (hereinafter referred to as Association), as hereinafter provided. It is understood that the membership of the Association shall be

limited to persons or entities qualified for such membership in accordance with the Bylaws of the Association and the provisions of this declaration. Such management and control of said improvements shall at all times be subject to that and exercised by the City of Kansas City, Platte County the State of Missouri, or other governmental body. In addition thereto, the Association shall have such powers and duties as may be hereinafter set forth, all of which may be exercised, assumed or relinquished at its discretion. The Association shall be the sole judge of the qualifications of its members and of their right to participate in its meetings and proceedings, except as herein provided.

SECTION 3. POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

The Association shall have the following powers and duties, provided that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so from enforcing any one or more building or use restriction in his own name:

1. To enforce either in its own name or in the name of any owner within the district, any or all building or use restrictions which may have been heretofore or may hereafter be imposed upon any of the land in said district, either in the form as originally placed thereon, or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, whenever and wherever such right of assignment exists. The expense and cost of any such proceedings shall be paid out of the general fund of the Association as provided herein.
2. Provide for the plowing and removal of snow from sidewalks, alleys, driveways, parking areas, and private streets.
3. To care for, spray, trim and protect and replant trees on all streets and in other public places; to care for, protect and replant shrubbery and resow grass in the areas or tracts set aside for the general use of the owners of the district.
4. To mow lawns, pick up and remove loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association, to keep the lawns and vacant property in the district neat in appearance and in good order.
5. To provide such lights as the association may deem advisable on streets, parks, parkings, gateways, entrances or other features on homes association property.
6. To provide for the periodic collection of rubbish and for the disposal of such rubbish as is collected.
7. To provide for the maintenance and operation of country club, playgrounds, lakes, swimming pools, tennis courts, recreational areas or facilities, gateways, entrances, gardens and other ornamental features now existing or which may hereafter be erected or created in said district in any street or on any land set aside for the general use of the members of the Association or to which all such members have access and the use thereof.
8. To provide for the suspension of the rights and privileges of any member to use the aforesaid country club, playgrounds, lakes, swimming pools, tennis courts, recreational areas or facilities and any other privileges as a member of the homes

association for any period during which any dues or assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

9. To provide for reasonable admission and other fees for the use of the country club, playgrounds, lakes, swimming pool and tennis courts, recreational areas or facilities maintained and operated by it.
10. To exercise such control over easements as it may require from time to time.
11. To repair or maintain, repave and reconstruct paved streets, driveways, apartment parking lots, lanes and pedestrian ways, except those streets and sidewalks which are dedicated to public use.
12. To erect and maintain signs for marking of streets.
13. To acquire and own the title to such real estate as may be reasonably necessary to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

SECTION 4. METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable said Association to perform the duties and to operate and maintain the improvements herein provided for, all living units in the district, subject to this Declaration, shall be subject to assessments to be paid to the association by the respective owners thereof in accordance with the provisions of this SECTION 4. Because the improvements in THE COVES will consist of different types of buildings and because such differences result in varying requirements for the kinds of services to be provided to the owners or occupants of the living units therein, it is necessary to provide for separate assessments and methods of payment for such assessments upon the varying types of living units located in THE COVES. The amount of assessment for each type living unit shall be fixed by the Association from year to year out until further action of said Association; the assessments shall be:

- A) Single family residences—(*) per year, payable annually in advance, except for residences on lots which are on the shoreline of any lake adjoining or within the district. The rate for such shoreline residences shall be (*) per year in advance. The services to be provided to the owner of single family residences shall include:
 - (i) The care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places; and the care of, protecting and replanting of shrubbery and resowing of grass in the areas or tracts set aside for the general use of the owners of the district.
 - (ii) The erection and maintenance of such lights as the Association may deem advisable on the streets, parks, parking, gateway entrance or other features on homes association property.
 - (iii) The periodic collection of rubbish and the disposal of such rubbish as is collected.
- B) Townhouse or duplex living units—(*) per year, payable in advance or at the rate of (*) per month during the year. The services to be provided to the owners of townhouse or duplex living units shall include:
 - (i) The plowing and removal of snow on sidewalks, alleys, driveways, parking areas, and private streets.

- (ii) The care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places; and the care of, protecting and replanting of shrubbery and resowing of grass in the areas or tracts set aside for the general use of the owners of the district.
 - (iii) The mowing of lawns and the pick up and removal of loose material, trash and rubbish of all kinds, and any other thing necessary or desirable in the judgment of the officers of said association, to keep the lawns and property in the district neat in appearance and in good order.
 - (iv) The erection and maintenance of such lights as the Association may deem advisable on the streets, parks, parking, gateways, entrances, or other features on homes association property.
 - (v) The periodic collection of rubbish and the disposal of such rubbish as is collected.
 - (vi) The repair and maintenance, repaving and reconstruction of paved streets, driveways, apartment parking lots, lanes and pedestrian ways, except those streets and sidewalks which are dedicated to public use.
 - (vii) The erection and maintenance of signs for the marking of streets.
 - (viii) The exterior maintenance of each Townhouse or duplex living unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces including the pointing of bricks. Such exterior maintenance shall not include glass surfaces. In the event the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Townhouse or duplex living unit is subject. The Association shall not, however, be financially responsible for maintenance or repairs resulting from a loss which could have been covered by fire or extended coverage insurance whether or not such insurance was in effect at the time of such loss, and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Townhouse or duplex living unit is subject. The Association shall not be responsible for, nor shall it repair, any structural defects.
- (C) Apartment living units—(*) per year in advance. The services to be provided the owners of apartment living units shall include:
- (i) The plowing and removal of snow from sidewalks, alleys, driveways, parking areas, and private streets.
 - (ii) The care of, spraying, trimming and protecting and more planting of trees on all streets and in other public places; and the care of, protecting and replanting of shrubbery and resowing of grass in the areas or tracts set aside for the general use of the owners of the district.
 - (iii) The mowing of lawns and the pick up and removal of loose material, trash and rubbish of all kinds, and any other thing necessary or desirable in the judgment of the officers of said association, to keep the lawns and property in the district neat in appearance and in good order.

- (iv) The erection and maintenance of such lights as the Association may deem advisable on the streets, parks, parking, gateways, entrances or other features on homes association property.
- (v) The periodic collection of rubbish and the disposal of such rubbish as is collected.
- (vi) The repair and maintenance, repaving and reconstruction of paved streets, driveways, apartment parking lots, lanes and pedestrian ways, except those streets and sidewalks which are dedicated to public use.
- (vii) The erection and maintenance of signs for the marking of streets.
- (viii) The exterior maintenance of each apartment living unit which is subject to assessment hereunder, as follows; paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces including the pointing of brick. Such exterior maintenance shall not include glass surfaces. In the event the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such apartment living unit is subject. The Association shall not, however, be financially responsible for maintenance or repairs resulting from a loss which could have been covered by fire or extended coverage insurance whether or not such insurance was in effect at the time of such loss, and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such apartment living unit is subject. The Association shall not be responsible for nor shall it repair, any structural defects. The rate of assessment may be increased by action of the directors of the Association at any regular or special meeting of the said directors.

SECTION 5. ASSESSMENTS DUE JANUARY 1st OF EACH YEAR

The first assessment shall be for the fiscal year beginning January 1, 1969, and it shall be fixed and levied prior to January 1, 1969, and shall be payable on that day even though optional monthly payments may be provided for herein, and thereafter it shall be due and payable on the first day of January of each year. It will be the duty of the Association to notify all owners whose addresses are listed with the Association on or before that date giving the amount of the assessment, when due and the amount on each living unit owner by them. Failure of the Association to make the assessment prior to January 1st shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, then the first installment thereon shall become due and payable not later than thirty (30) days of the levying of the assessment.

SECTION 6. WHAT CONSTITUTES NOTICE

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon prepaid, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient notice for this purpose or for any other purpose of this contract, where notices are required.

SECTION 7. LIEN ON REAL ESTATE

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay any installment of such assessment on or begins the first day of the second month following the making of such assessment or if it becomes on month in arrears under a monthly payment option provided for herein, then the entire unpaid balance of said assessment shall bear interest at the rate of eight per cent (8%) per annum from the assessment day until paid.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES OR DEED OF TRUST

The lien of the assessment provided for herein shall be subordinate to the lien of any mortgages or deeds of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or such property pursuant to a foreclosure of any such mortgage or power of sale under any such deed of trust. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

SECTION 9. WHEN DELINQUENT

Nonpayment of assessment provided for herein within sixty (60) days from the date of levying the assessment for the fiscal year during which and for which the assessment is made, or sixty days from the installment due date, shall cause the entire assessment to be deemed delinquent as of the date of assessment and payment of both principal and interest for the entire year shall be enforced as a lien on said property through proceedings in any court in Platte County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce any such assessment becomes delinquent.

SECTION 10. TERMINATION OF LIENS

Such liens shall continue for a period of one (1) year from the date of delinquency and no longer unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until termination of the suit and until sale of the property under the execution of judgment establishing same.

SECTION 11. EXEMPT PROPERTY

The following property subject to this Declaration shall be exempted from the assessment charge and lien created herein:

- a) all properties owned by the Association;
- b) all properties subject to any easement or other interest dedicated and accepted by the local public authority and devoted to public use; and
- c) all properties exempt from taxation by the laws of the State of Missouri upon the terms and to the extent of such legal exemption.

SECTION 12. BOARD OF DIRECTORS AND POWERS

The Association shall have a Board of Directors five (5) number, elected in accordance with its Articles of Incorporation and Bylaws, who shall be changed with the management of the Association in accordance with its Articles of Incorporation and Bylaws.

SECTION 13. MEMBERSHIP

Every person who is a record owner of a fee interest in any living unit as defined herein, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold interests merely as security for the performance of an obligation. No owner shall have more than one (1) membership. Memberships shall be appurtenant to and may not be separated from ownership of any living unit which is subject to assessment by the Association.

SECTION 14. VOTING RIGHTS

The Association shall have (2) classes of voting memberships:

Class A – Class A members shall be all of those owners as defined in Section 1 with the exception of the undersigned, Jim Young Development Corporation. Each Class A member shall be entitled to one (1) vote for each living unit, as defined herein, in which he holds the interest required for membership by the proceeding section and upon which he shall have paid the then current and all prior assessments upon said living unit, as hereinbefore provided. When more than one (1) person holds such interest or interests in any living unit, all such persons shall be members, and the vote for such living unit shall be exercised as they, among themselves, shall determine but in no event shall more than one (1) vote be case in respect to any such living unit.

Class B – The Class B member shall be the undersigned, Jim Young Development Corporation. The class B member shall be entitled to nine (9) votes for each lot or tract (whether improved or unimproved) in The Coves owned by it as well as nine (9) additional votes for each unit in excess of one (1) located on a lot or tact owned by it, provided that the Class B membership shall terminate and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- b) On January 1, 1979

SECTION 15. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of living units in the district at the addresses of such owners as listed with said Association, as to what place and time regular meetings of the Association shall be held, designating the place where payment of assessments shall be made and other business in connection with said Association may be transacted; and in case of any change of said address, the Association shall notify all the owners of living units in the district at their addresses as listed with the Association of the change, notifying them of its new address.

SECTION 16. DISTRICT MAY BE EXTENDED

The district as is now constituted or as it may hereafter be constituted, from time to time, maybe extended to include any and all lands which may hereafter be added by said JIM YOUNG DEVELOPMENT CORPORATION provided that all of the land or lands to be added to the district shall at the time be subjected to a homes association declaration, containing the same terms and provisions as are contained in this Declaration, including any future modifications thereof. The extension of said district shall be accomplished by and take effect on the filing of such a home association Declaration in the Office of the Recorder of Deeds in and for the county in which said land or lands are located.

SECTION 17. AMENDMENTS

By written consent a 75 percent majority of the aggregate authorized voting rights at the time (including, the votes of both Class A and Class B members) evidenced by an agreement duly executed and acknowledged and recorded in the Office of the Recorder of Deeds in and for Platte County, Missouri, the Association may be given such additional powers as may be granted by said members or to otherwise amend this instrument.

SECTION 18. TO OBSERVE ALL LAWS

Said Association shall at all times observe all applicable state, county or other laws, or regulations, and if any time any of the provisions of this Declaration shall be found to be in conflict with such laws such provision shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration subject, however, to the limitations of its right to contract, as herein provided for.

SECTION 19. HOW TERMINATED

This Declaration may be terminated and all of the land now or hereafter affected may be released from all the terms and provisions hereof by a 75 percent majority of the aggregate voting rights at the time (including the votes of both Class A and Class B members) upon their executing and acknowledging and appropriate agreement or agreements for that purpose and filling the same for record in the Office of the Recorder of Deeds in and for Platte County, Missouri.

SECTION 20. COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the undersigned, their heirs, successors and assigns.

NOW THEREFORE, JIM YOUNG REAL ESTATE & APPRAISAL, INC.,

For and in consideration of the premises herein contained does hereby subject Tracts V-1, V-2, and V-3 described in THE COVES SEVENTH PLAT to The Coves Homes Association Declaration heretofore filed for record in the Office of the Recorder of Deeds on April 25, 1968 as Document No. 19551 in Book No. 309, at Page 662 and all of the terms and conditions, provisions and covenants thence shall apply to and govern tracts V-

1, V-2 and V-3 described in THE COVES SEVENTH PLAT in the same manner and to the same extent as it set forth at length herein and the terms thereof and hereby incorporated herein, with the provision that living units located in tracts V-1, V-2 and V-3 shall be classified and designated as Village Homes and the services to be provided such living units shall be the following:

- (i) The plowing and removal of snow from sidewalks, alleys, driveways, parking areas, and private streets.
- (ii) The care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places; and the care of, protecting and replanting of shrubbery and resowing of grass in the areas or tracts set aside for the general use of the owners of the district.
- (iii) The mowing of lawns; the pick up and removal of loose material, trash and rubbish of all kinds, and any other thing necessary or desirable in the judgment of the officers of said Association, to keep the lawns and property in the district neat in appearance and in good order.
- (iv) The erection and maintenance of such lights as the Association may deem advisable on streets, parks, parking, gateway, entrances or other features on homes association property.
- (v) The periodic collection of rubbish and the disposal of such rubbish as is collected.
- (vi) The repair and maintenance, repaving and construction of paved streets, driveways, apartment parking lots, lanes and pedestrian ways, except those streets and sideways which are dedicated to public use.
- (vii) The erection and maintenance of signs for marking of streets. The annual assessment for these and other services, including membership in all recreational facilities shall be (*) payable in advance or at a monthly rate of * in advance. In addition, each owner shall at his own expense keep the exterior of his building structure, including walls, doors, windows, roof and patio or courtyard area in good maintenance and repair. He shall decorate or redecorate such exterior only in such color or manner as is consistent with standards established by The Coves Homes Association. In the event any dispute should arise involving the maintenance, repair or redecoration of the exterior of a living unit, such dispute shall be resolved by the review and decision of The Coves Homes Association, whose decision shall be final and binding upon all parties. No exterior structures or entrances in addition to those, presently placed thereon, shall be added, to any dwelling unit without the prior written consent of JIM YOUNG REAL ESTATE & APPRAISAL, INC., or its successors.

THE COVES HOMES ASSOCIATION DECLARATION EXTENSION AGREEMENT

This Declaration made on the 7th day of October, 1972, by the undersigned, JIM YOUNG REAL ESTATE & APPRAISAL, INC., a Missouri corporation, and the owner of lots, tracts of land and living units in THE COVES SEVENTH PLAT, a subdivision of Kansas City, Platte County, Missouri.

WITNESSETH WHEREAS, JIM YOUNG DEVELOPMENT CORPORATION, the developer of THE COVES (including the first, second, third, fifth and sixth plats) has heretofore caused The Coves Homes Association Declaration to be filed for record in the

Office of the Recorder of Deeds of Platte County, Missouri, on April 25, 1968, as Document No. 19551, in Book No. 309 at Page 662, which Declaration includes all of the land heretofore platted as THE COVES (consisting of Lots 1 through 46, inclusive, and Tracts T-1 through T-7, inclusive) according to the recorded plat thereof; and WHEREAS, the said JIM YOUNG DEVELOPMENT CORPORATION, subsequently subjected the property described in THE COVES SECOND PLAT (lots 47 through 104, inclusive) to the provisions of The Coves Homes Association Declaration filed for record as aforesaid on April 25, 1968, and extended the district provided for therein to include all of the land encompassed by THE COVES SECOND PLAT (lots 47 through 104, inclusive); and

WHEREAS, the said JIM YOUNG DEVELOPMENT CORPORATION subsequently filed for record in the Office of the Recorder of Deeds in Platte County, Missouri, THE COVES THIRD PLAT to the provisions of The Coves Homes Association Declaration filed for record as aforesaid on April 25, 1968, and extending the district provided for therein to include all of the land encompassed by THE COVES THIRD PLAT; and WHEREAS, the said JIM YOUNG DEVELOPMENT CORPORATION subsequently filed for record in the Office of the Recorder of Deeds in Platte County, Missouri, THE COVES FIFTH PLAT reflecting thereon Lots 156 through 172 and Lots 190 through 216, inclusive, subjecting the property described in THE COVES FIFTH PLAT to the provisions of The Coves Homes Association Declaration filed for record as aforesaid on April 25, 1969, and extending the district provided for therein to include all of the land encompassed by THE COVED FIFTH PLAT; and

WHEREAS, the said JIM YOUNG DEVELOPMENT CORPORATION subsequently filed for record in the Office of the Recorder of Deeds in Platte County, Missouri, THE COVES SIXTH PLAT reflecting thereon Lots 173 through 189, inclusive, and Lots 217 and 218, subjecting the property described in THE COVES SIXTH PLAT to the provisions of The Coves Homes Association Declaration filed for record as aforesaid on April 25, 1968, and extending the district provided therein to include all of the land encompassed by THE COVES SIXTH PLAT; and

WHEREAS, the said JIM YOUNG DEVELOPMENT CORPORATION subsequently filed for record in the Office of the Recorder of Deeds in Platte County, Missouri THE COVES SEVENTH PLAT and thereafter conveyed tract V-1, V-2, and V-3 of said plat to JIM YOUNG REAL ESTATE & APPRAISAL, INC., by deeds dated the 5th day of July, 1972, and the 31st day of August, 1972; and

WHEREAS, it is the desire of JIM YOUNG REAL ESTATE & APPRAISAL, INC., to subject tracts V-1, V-2, and V-3 to the provisions of The Coves Homes Association Declaration filed for record as aforesaid on April 25, 1968, and to extend the district provided for therein to include all of the above mentioned tracts.

NOW, THEREFORE JIM YOUNG REAL ESTATE & APPRAISAL, INC., for and in consideration of the premises herein contained does hereby subject tracts V-1, V-2, and V-3 described in THE COVES SEVENTH PLAT to The Coves Homes Association Declaration heretofore filed for record in the Office of that Recorder of Deeds on April 25, 1968, as Document No. 19551 in Book No. 309 at Page 662 and all of the terms and conditions, provisions and covenants contained therein shall apply to and govern tracts V-1, V-2, and V-3 described in THE COVES SEVENTH PLAT in the same manner and to the same extent as if set forth at length herein and the terms thereof are hereby

incorporated herein, with the provision the living units located in tracts V-1, V-2 and V-3 shall be classified and designated as Village Homes and the services to be provided such living units shall be the following:

- (i) The plowing and removal of snow from sidewalks, alleys, driveways, parking areas, and private streets.
- (ii) The care of, spraying, trimming and protecting and replanting of trees on all streets and in other public places, and the care of, protecting and replanting of shrubbery and resowing of grass in the areas or tracts set aside for the general use of the owners of the district.
- (iii) The mowing of lawns, the pick up and removal of loose material, trash and rubbish of all kinds, and any other thing necessary or desirable in the judgment of the Officers of said Association, to keep the lawns and property in the district neat and in good order.
- (iv) The erection and maintenance of such lights as the Association may deem advisable on streets, parks, parking, gateway, entrances or other features on homes association property.
- (v) The periodic collection of rubbish and the disposal of such rubbish as is collected.
- (vi) The repair and maintenance, repaving and reconstruction of paved streets, driveways, apartment parking lots, lanes and pedestrian ways, except those streets and sidewalks which are dedicated to public use.
- (vii) The erection and maintenance of signs for marking of streets. The annual assessment for these and other services, including membership in all recreational facilities shall be (*) payable in advance or at a monthly rate of * in advance. In addition, each owner shall at his own expense keep the exterior of his building structure, including walls, doors, windows, roof and patio or courtyard area in good maintenance and repair. He shall decorate or redecorate such exterior only in such color or manner as is consistent with standards established by The Coves Homes Association. In the event any dispute should arise involving the maintenance, repair or redecoration of the exterior of a living unit, such dispute shall be resolved by the review and decision of The Coves Homes Association, whose decision shall be final and binding upon all parties. No exterior structure or entrances in addition to those presently placed thereon, shall be added, to any dwelling unit without the prior written consent of JIM YOUNG REAL ESTATE & APPRAISAL, INC., or as successors.

**AMENDMENT OF THE COVES HOMES
ASSOCIATION, INC. DECLARATION**

THIS AMENDMENT made this 1st day OF November, 1989, by and between COVES HOMES ASSOCIATION, INC., a Missouri Not-for-Profit Corporation, hereinafter referred to as Association, and at least seventy-five percent (75) of the aggregate authorized voting members of the area within the district as established in the COVES HOMES ASSOCIATION, INC. DECLARATION (hereinafter referred to as "DECLARATION") dated the 24th day of April, 1968 and recorded the 25th day of April, 1968, in the Office of the Recorder of Deeds for Platte County, Missouri, at Book 309, Page 662, under Recorder's Document No. 19551 and the Coves Homes Association Declaration Extension Agreement dated October 7, 1972 and recorded the 9th day of

October, 1972 in the Office of the Recorder of Deeds for Platte County, Missouri, at Book 393, Page 154, under Recorder's Document No. 39145.

WITNESSETH WHEREAS, Association was granted various powers and duties in the aforesaid DECLARATION including but not limited to, the power and duty (1) to enforce any and all building or use restriction which were then or thereafter placed upon any of the land in the district as established in the DECLARATION and (2) to levy and collect an annual improvement assessment for each parcel of land within the district, and; WHEREAS, the DECLARATION provided the costs and expenses of any proceeding for enforcement of any restriction be paid out of the general fund of the Association, and; WHEREAS, in order to perform its powers and duties under the DECLARATION, the Association has been required to bring proceedings against owners within the district and has been required to pay attorneys fees and expenses of litigation out of the general fund and that, therefore, the costs of such proceedings be borne by all owners of the land within this district and

WHEREAS, the Association and those owners consenting hereto believe that the attorneys fees and expenses of such guilty or liable parties should be borne by the parties who fail to comply with said restrictions and/or pay annual assessments.

NOW, THEREFORE, for and in consideration of the premises herein stated, the parties hereby agree as follows: (1) The COVES HOMES ASSOCIATION, INC., DECLARATION dated April 24, 1968 and recorded April 25, 1968, in the Office of the Recorder of Deeds of Platte County, Missouri, at Book 309, Page 662, under Recorder's Document No. 19551, and the COVES HOMES ASSOCIATION DECLARATION EXTENSION AGREEMENT dated October 7, 1972 and recorded October 9, 1972 in the Officer of the Recorder of Deeds for Platte County, Missouri, at Book 398, Page 184, under Recorder's Document No. 39145, is hereby amended in the following particulars:

- (a) In addition to any other rights and remedies to which it may be entitled, the Association shall have the right to sue for and collect its reasonable attorney's fees, Court costs, lien fees, collection fees, and attorney's fees incurred even when suit has not been filed, for breach of enforcement on annual assessments, monthly assessments or other charges or assessments lawfully imposed by the COVES HOMES ASSOCIATION, INC., DECLARATION, or the Association, the amount of which shall be determined by the Court and become a part of any Judgment or Decree.
 - (b) It shall not be a prerequisite to the collection of reasonable attorney's fees, Court costs, lien fees, or collection fees that the same be assessed against the land of the owner from whom collection is sought nor shall the Association be required to prosecute litigation of final Judgment in order to be entitled to its reasonable attorney's fees and collection costs under this Amendment or Declaration.
 - (c) It is the intention of the COVES HOMES ASSOCIATION, INC., by this Declaration Amendment, to recover its costs in pursuing those person who have not paid their Homes Association Dues as required.
- (2) Invalidation of any part of this Amendment to the COVES HOMES ASSOCIATION, INC., DECLARATION shall not affect any of the other provisions hereof which shall remain in full force and effect.

(3) All of the revisions of this amendment shall be deemed to be covenants running with the land and shall be binding on the Association and all owners of land within the COVES, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals to this instrument to be effective the day and year above written.

COVES HOMES ASSOCIATION, INC.

PROTECTIVE COVENANTS

WHEREAS, JIM YOUNG DEVELOPMENT CORPORATION, a Missouri corporation, is now the owner of all the property platted as THE COVES, a subdivision in Kansas City, Platte County, Missouri, according to the plat thereof (consisting of Lots 1 through 46 inclusive and Tracts T-1 through T-7 inclusive), and now desires to place certain protective restrictions and reservations on all of said property for the use and benefit of the present owner, and for its future grantees, heirs, successors, and assigns;

NOW THEREFORE, in consideration of the premises, the said JIM YOUNG DEVELOPMENT CORPORATION, for itself, its successors and assigns, and its future grantees, does hereby declare that all of said land shall be and is hereby restricted as to its use in the manner hereinafter set forth:

1. No lots or tracts shall be used except for residential purposes, except, however, that nothing contained in this instrument shall be applicable to or in anywise be construed to prohibit, limit or affect the erection and maintenance upon any lot or lots or part thereof of any duplexes, fourplexes, apartments or multiple family dwellings, or churches, or public or parochial schools, except that JIM YOUNG DEVELOPMENT CORPORATION, or its designated successors as herein provide, reserves the right to approve the location, building plans and specifications of any such structure as provided in paragraph 4 hereof. No trailer, basement, tent, shack garage, or any outbuilding as set forth above shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
2. All wood exteriors, except for roofs, shall be covered with paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in such damaged conditions longer than three (3) months.
3. No fuel storage tank shall be erected above the surface of the ground.
4. No construction shall be started on any building until the complete plans and specifications therefor have been submitted to and approved in writing by JIM YOUNG DEVELOPMENT CORPORATION, or its successor in interest specifically granted said power by it (such grant to appear by instrument filed for record in the Office of the Recorder of Deeds of Platte County, Missouri), and no building shall be moved onto any of said property without such written approval. All residential buildings must generally conform architecturally with residential buildings already constructed in THE COVES. No one story, one and one-half story or split level single family residence shall be moved onto any of said property without such written approval. All residential buildings must generally conform architecturally with residential buildings already constructed in THE COVES. No one story, one and one-half story or split level single family residence shall contain less than 1300

square feet of living area on the ground floor level of such residences exclusive of garages, breezeways and similar portions of such residences. Two story single family residences shall contain at least 950 square feet of living area (as defined in the preceding sentence) on the ground floor level and at least 600 square feet of living area on the second story level.

5. No business structure shall be erected or business or profession of any nature conducted on the land herein described, nor shall anything be done thereon which may in the opinion of JIM YOUNG DEVELOPMENT CORPORATION, or its successor in interest designated as provided for in paragraph 4, hereof, be deemed a nuisance to the neighborhood.
6. The construction or maintenance of signs (including for rent and for sale signs), billboards, or advertising structures of any kind on any Lot is prohibited from and after January 1, 1969 except that JIM YOUNG DEVELOPMENT CORPORATION, or its designated successor, reserves the right to locate, construct or move onto any Lot in THE COVES a temporary real estate office to be used as such during the period of original showing for sale of the property, and to erect signs of any size for temporary sale purposes during such period.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept with the prior written permission of JIM YOUNG DEVELOPMENT CORPORATION, or its designated successor interest as provided for in paragraph 4 hereof, provided that they are not kept, bred or maintained for any commercial purpose.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat, or as reflected in the records of the Recorder of Deeds of Platte County, Missouri. Within these easements, no structure, planting or any other such 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 or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot or tract and all improvements in it shall be maintained continuously by the owner of the lot or tract, except for those improvements for which a public authority or utility company is responsible.
9. The land between any structure and the front street line shall be used solely for lawn and residence purposes, driveways and walks. No fences of any kind may be erected on or around any lot or tract without the prior express written approval of JIM YOUNG DEVELOPMENT CORPORATION, or its designated successor in interest as provided for in paragraph 4 hereof, of the plan, type and color of such fence or enclosure and its location. Notwithstanding any of the provisions of this paragraph, JIM YOUNG DEVELOPMENT CORPORATION, or such designated successor, is authorized to construct an enclosure surrounding the entire area of THE COVES in such style and of such construction as it may deem desirable and may also erect such structures as it may deem necessary or desirable to beautify the area, which may include fountains, art works, entrance gates, gardens and signs.
10. No truck, boat, trailer, camper, machinery or other equipment shall be repaired or customarily or habitually parked, kept or stored on the streets or alleys or in the yards around any of the surrounding buildings within THE COVES, nor shall any external

television or radio antennae be erected or kept on or about any of the buildings, yards or property within THE COVES.

11. Each of the restrictions above set forth shall continue and be binding upon the undersigned and upon their grantees, successors and assigns until January 1, 1985, and shall automatically be continued thereafter for excessive periods of ten (10) years each, provided, however, that the owners of the fee simple title to the majority of the square footage of the land herein described may release all of the lands hereby restricted from any one or more said restrictions on January 1, 1985, or at the end year of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same record not later than January 1, 1984 or at least one (1) year prior to the end said successive ten (10) year period thereafter.
12. The protective covenants herein set forth shall run with the land, and bind JIM YOUNG DEVELOPMENT CORPORATION, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with each of them to conform to, and observe said restrictions as to the use of said land, and construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect of breaches committed during its, his or their seizing of, or title to, said land, and the owner or owners of any of the above land shall have the right to sue for, and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of JIM YOUNG DEVELOPMENT CORPORATION, or the owner or owners of any said land, to enforce any or the restrictions above set forth at the time of its violation, shall in no event be deemed to be a waiver or the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned has hereunto caused this Declaration to be signed in its behalf by its President, there unto duly authorized to do so, and to be attested by its Secretary and has caused its common seal to be affixed this 24th day of April, 1968.
JIM YOUNG DEVELOPMENT CORPORATION.