

Q1015

MAY 25 2000

DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
BRIGHTON WOODS

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

("Developer")

Dated as of: MARCH 30, 2000

STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. REC'D
00 MAY 25 P 3:43 PM
BOOK# 3154 PAGE# 764
ROBERT T. SEVIER
RECORDER OF DEEDS

INDEX

Article	Page No.
ARTICLE 1 - DEFINITIONS.....	2
1.1 ANNUAL ASSESSMENT.....	2
1.2 ARTICLES.....	2
1.3 ASSESSMENTS.....	2
1.4 ASSOCIATION.....	2
1.5 ASSOCIATION DOCUMENTS.....	2
1.6 BOARD OF DIRECTORS.....	2
1.7 BYLAWS.....	2
1.8 COMMON AREA.....	2
1.9 COMMON EXPENSES.....	2
1.10 DECLARATION.....	2
1.11 DEFAULT ASSESSMENT.....	2
1.12 DEVELOPER.....	3
1.13 EXPANSION PROPERTY.....	3
1.14 FINE.....	3
1.15 IMPROVEMENTS.....	3
1.16 LOT.....	3
1.17 MANAGER.....	3
1.18 MEMBER.....	3
1.19 MORTGAGE.....	3
1.20 MORTGAGEE.....	3
1.21 OWNER.....	3
1.22 OWNER'S PROPORTIONATE SHARE.....	3
1.23 PARTY WALL.....	3
1.24 PROPERTY.....	3
1.25 PROPOSED CONSTRUCTION.....	3
1.26 RESIDENCE.....	3
1.27 RESTRICTED COMMON AREA.....	3
1.28 REVIEW COMMITTEE.....	4
1.29 SPECIAL ASSESSMENT.....	4
1.30 STREET.....	4
1.31 SUBDIVISION.....	4
1.32 SUCCESSOR DEVELOPER.....	4
1.33 SUPPLEMENTAL DECLARATION.....	4
1.34 TURNOVER DATE.....	4
1.35 WORKING CAPITAL FUND CONTRIBUTION.....	4
ARTICLE 2 - PERSONS AND PROPERTY BOUND BY DECLARATION.....	4
ARTICLE 3 - MEMBERSHIP; VOTING; OPERATIONS.....	4
3.1 MEMBERSHIP IN THE ASSOCIATION.....	4
3.2 CLASSES OF MEMBERS.....	4
3.3 MEETINGS.....	5
3.4 VOTING RIGHTS.....	5
3.5 TRANSFER OF MEMBERSHIP.....	5
3.6 BOOKS AND RECORDS.....	5
3.7 ASSOCIATION AS SUCCESSOR DEVELOPER.....	5
3.8 IMPLIED RIGHTS AND OBLIGATIONS.....	5
3.9 DEVELOPER'S CONTROL OF ASSOCIATION PRIOR TO TURNOVER DATE.....	5

ARTICLE 4 - POWER AND AUTHORITY	5
4.1 POWER AND AUTHORITY OF THE ASSOCIATION	5
4.2 EXERCISE OF AUTHORITY	8
4.3 CASUALTY DAMAGE INSURANCE ON RESIDENCES	8
4.4 INSURANCE REQUIREMENTS GENERALLY.....	9
4.5 MANAGER	9
ARTICLE 5 - COMMON AREA	9
5.1 PROPERTY RIGHTS IN THE COMMON AREA	9
5.2 MAINTENANCE OF THE COMMON AREA.....	9
5.3 INSURANCE.....	9
5.4 NO PARTITION	9
ARTICLE 6 - ASSESSMENTS, FINES AND WORKING CAPITAL FUND CONTRIBUTIONS.....	10
6.1 OBLIGATION; PURPOSE	10
6.2 ANNUAL ASSESSMENTS; MONTHLY PAYMENTS.....	10
6.3 SPECIAL ASSESSMENTS.....	10
6.4 DEFAULT ASSESSMENTS	10
6.5 FINES.....	10
6.6 EFFECT OF NONPAYMENT; LIENS.....	11
6.7 PERSONAL OBLIGATION	11
6.8 PRIORITY OF LIEN	12
6.9 NOTICE TO MORTGAGEE.....	12
6.10 STATEMENT OF STATUS	12
6.11 NOTIFICATION OF ASSOCIATION'S ADDRESS.....	12
6.12 WORKING CAPITAL FUND CONTRIBUTIONS.....	12
6.13 PLEDGE OF ASSESSMENT RIGHTS AS SECURITY.....	12
ARTICLE 7- INSURANCE LOSS; CONDEMNATION	13
7.1 ASSOCIATION AS ATTORNEY-IN-FACT	13
7.2 REPAIR OF DAMAGED RESIDENCES	13
7.3 REPAIR OF DAMAGED COMMON OR RESTRICTED COMMON AREAS	14
7.4 SPECIAL ASSESSMENTS IF INSURANCE PROCEEDS INSUFFICIENT	14
7.5 CONDEMNATION	14
7.6 DECISION NOT TO REBUILD OR REPLACE	14
ARTICLE 8 - MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION	14
8.1 GENERAL	14
8.2 EXTERIOR MAINTENANCE.....	15
8.3 DRIVEWAY AND SIDEWALK REPAIR AND REPLACEMENT	15
8.4 LAWN AND LANDSCAPING CARE; SNOW REMOVAL.....	15
8.5 SEWER LINES FROM COLLECTOR TO CITY MAINS.....	15
8.6 UNIFORMITY OF SERVICE.....	15
8.7 EXCLUSIVITY	15
8.8 OWNER'S RESPONSIBILITY FOR NORMAL CARE OF DRIVEWAYS AND SIDEWALKS.....	15
ARTICLE 9 - PARTY WALLS AND RELATED MATTERS.....	16
9.1 BOUNDARY LINE BETWEEN ATTACHED RESIDENCES.....	16
9.2 REPAIR AND MAINTENANCE OF PARTY WALLS	16
9.3 REPAIRS AND MAINTENANCE OF UTILITIES IN AND STRUCTURAL ELEMENTS OF PARTY WALLS	16
9.4 REPAIRS/ MAINTENANCE IN COMPLIANCE WITH LAWS	16
9.5 INSURANCE.....	16
9.6 WAIVER OF LIABILITY.....	17

9.7 LIMITATION ON ALTERATIONS TO PARTY WALLS.....	17
9.8 EXTERIOR OF PARTY WALLS - COLORS AND MATERIALS.....	17
9.9 LIEN RIGHTS.....	17
9.10 STATE LAW GOVERNS.....	17
ARTICLE 10 - ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS.....	17
10.1 ARCHITECTURAL REVIEW COMMITTEE.....	17
10.2 ARCHITECTURAL CONTROL.....	17
10.3 APPLICATION FOR APPROVAL.....	18
10.4 MODIFICATION OF REQUIREMENTS; APPEAL OF REVIEW COMMITTEE DECISION.....	18
10.5 CONSTRUCTION STANDARDS.....	18
ARTICLE 11 - USE RESTRICTIONS.....	20
11.1 GENERAL.....	20
11.2 RESIDENCE USE ONLY.....	20
11.3 PROHIBITED BUILDINGS AND STRUCTURES.....	20
11.4 FENCES.....	20
11.5 MAIL BOXES.....	20
11.6 ANTENNAS AND OTHER PROJECTIONS.....	20
11.7 GARAGES.....	20
11.8 HOLIDAY DECORATIONS.....	20
11.9 SEPTIC TANKS.....	21
11.10 STORAGE TANKS.....	21
11.11 REFUSE.....	21
11.12 SIGNS; ADVERTISING.....	21
11.13 NUISANCES.....	21
11.14 ANIMALS.....	21
11.15 VEHICLES.....	21
11.16 OCCUPANCY; REPAIR.....	21
11.17 STORAGE OF CONSTRUCTION MATERIALS.....	21
11.18 LANDSCAPING EASEMENT.....	22
11.19 EASEMENTS.....	22
11.20 NO SUBDIVIDING.....	22
11.21 NO MINING ACTIVITIES.....	22
ARTICLE 12 - DEDICATION AND USE OF STREETS, COMMON AREAS AND RESTRICTED COMMON AREAS.....	22
12.1 STREETS.....	22
12.2 COMMON AREAS AND RESTRICTED COMMON AREAS.....	22
12.3 MAINTENANCE OF COMMON AREAS AND RESTRICTED COMMON AREAS.....	22
ARTICLE 13 - EXPANSION PROPERTY.....	23
13.1 RESERVATION OF RIGHT TO EXPAND.....	23
13.2 DECLARATION OPERATIVE TO EXPANSION PROPERTY.....	23
13.3 EXPANSION OF DEFINITIONS.....	23
ARTICLE 14 - PROPERTY RIGHTS OF OWNERS.....	23
14.1 OWNER'S EASEMENT OF ENJOYMENT.....	23
14.2 RECORDED EASEMENTS.....	23
14.3 DEVELOPER'S RIGHTS INCIDENT TO CONSTRUCTION.....	23
14.4 RESERVATION OF EASEMENTS, EXCEPTIONS AND EXCLUSIONS.....	23
14.5 EMERGENCY ACCESS EASEMENT.....	23
14.6 VIEW.....	23
14.7 DELEGATION OF USE.....	24

ARTICLE 15 - INCIDENTS OF OWNERSHIP IN THE SUBDIVISION.....	24
15.1 INSEPARABILITY	24
15.2 NO PARTITION	24
15.3 PROPERTY RENTALS.....	24
ARTICLE 16 - DURATION OF DECLARATION; AMENDMENT	24
16.1 TERM.....	24
16.2 AMENDMENT.....	24
16.3 REVOCATION; TERMINATION.....	24
16.4 AMENDMENTS REQUIRING CITY CONSENT.....	24
ARTICLE 17 - GENERAL PROVISIONS	25
17.1 ENFORCEMENT	25
17.2 SEVERABILITY	25
17.3 RULE AGAINST PERPETUITIES.....	25
17.4 CONFLICTS BETWEEN DOCUMENTS	25
17.5 DEVELOPER'S RIGHT TO ASSIGN.....	25
17.6 RELEASE OF LIABILITY.....	25
17.7 INDEMNIFICATION	25
EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY PRIOR TO PLATTING	27

2000 FEB 27 11 50 AM
 08 L23 -R C24F 3 444
 2000 FEB 27 11 50 AM

DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
BRIGHTON WOODS

THIS DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRIGHTON WOODS (this "Declaration") is made and executed as of MARCH 30, 2000, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS

A. On MARCH 22, 2000, the Developer executed that certain subdivision plat entitled "BRIGHTON WOODS" (the "Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached hereto, and platting the same into Tracts A, B and C, Lots 1 and 2, and the streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The Plat was approved on APRIL 27, 2000, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on MAY 25, 2000, in Cabinet _____, at Sleeve _____, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer presently owns all of Tracts A, B and C, Lots 1 and 2 and the other areas shown on the Plat.

C. The Developer desires to create, establish, maintain and preserve a quality townhome, attached single-family residential neighborhood possessing features of more than ordinary value.

D. From time to time the Developer shall cause (or permit) Residences to be built within Lots 1 and 2 described above (or any similar tracts or lots added as Expansion Property) and cause building lots (one per Residence) to be created by replat, lot split certificate of survey or otherwise within the boundaries of such Lots 1 and 2 (or any Expansion Property).

E. The Developer desires to subject the Property to those certain covenants, conditions, restrictions and easements herein set forth.

DECLARATION

In consideration of the foregoing and the promises and benefits set forth herein, and to provide the means and procedures to achieve them, the Developer hereby subjects the Property to the following covenants, conditions and restrictions, including charges and Assessments. Such covenants, conditions and restrictions are hereby granted and imposed for the purpose of protecting the value and desirability of the Property, as a whole, and shall run with the land and be binding upon, and inure to the benefit of, the Developer and its successors, transferees and assigns and the heirs, personal representatives, successors, transferees and assigns of the Developer's transferees and assigns and all other persons and entities, who or which have, at any time, any right, title or interest in all or any part of the Property. Each Owner, by accepting a deed and taking title to a Lot, acknowledges, agrees to and accepts the provisions of this Declaration with respect to such Lot and any Residence thereon.

ARTICLE 1 DEFINITIONS

When used in this Declaration or in any Supplemental Declaration, the following words shall have the meanings set forth below.

- 1.1 "Annual Assessment" has the meaning set forth in Article 6.2 hereof.
- 1.2 "Articles" mean the Articles of Incorporation of the Association, as amended from time to time.
- 1.3 "Assessments" means the Annual, Special and Default Assessments levied pursuant to Article 6 hereof.
- 1.4 "Association" means The Brighton Woods Home Owners Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.
- 1.5 "Association Documents" means this Declaration, the Articles, the Bylaws, all Supplemental Declarations and all procedures, rules, regulations, and policies adopted under such documents by the Association.
- 1.6 "Board of Directors" means the governing body of the Association.
- 1.7 "Bylaws" means the Bylaws adopted by the Association, as amended from time to time.
- 1.8 "Common Area" means all parks not previously or by the Plat dedicated to and accepted by the City, all recreational areas, all open or green space areas, all entrances, monuments, berms, street islands and other ornamental areas and related utilities, lights, sprinkler systems and landscaping, all storm water drainage or detention facilities and improvements and easements therefor, all utility easements and all similar or other places or areas other than Lots which are owned by the Association and dedicated to, or set aside for, the general, non-exclusive use of all Owners or which may, with appropriate consent, be used by all Owners or reserved to the Association's use pursuant to easements and all property of a similar character brought within the jurisdiction of this Declaration by all Supplemental Declarations.
- 1.9 "Common Expenses" means all costs and expenses, including, without limitation, wages, utility charges, legal, accounting and other fees, taxes, insurance (including that required by Articles 4.3 and 5.3 hereof), interest, supplies, parts, and management or service fees, incurred by the Association (a) to administer, service, conserve, manage, maintain, repair, renovate and replace the Common Area and all improvements thereon, including, without limitation, sewer lines from a common collection point and clean out facility (together, the "collector") to the public City sewer main, landscaping and care of grounds, and snow removal, (b) to provide exterior repair and maintenance for Residences, maintenance, repair and replacement of driveways, sidewalks and maintenance, repair and replacement of any other Restricted Common Area, (c) to operate recreational and other facilities operated for the general benefit of the Owners, (d) to manage and conduct the affairs of the Association, (e) to repay funds borrowed by the Association, (f) to pay any deficit remaining from a previous assessment period, (g) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs, and replacement of improvements within the Common Area, the exterior maintenance of Residences and the maintenance and repair of the Restricted Common Areas on a periodic basis, (h) which are expressly declared to be common expenses by this Declaration, any Supplemental Declaration or the Bylaws, or (i) which the Board of Directors lawfully determines to be common expenses of the Association.
- 1.10 "Declaration" means this Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods, as amended or supplemented from time to time.
- 1.11 "Default Assessment" has the meaning set forth in Article 6.4 hereof.

1.12 "Developer" means Hunt Midwest Real Estate Development, Inc., a Missouri corporation, and its successors and assigns. If the Developer assigns less than all of its rights, obligations and interest to one or more Successor Developers, the term "Developer" shall thereafter refer to both the Developer and all Successor Developers unless the context clearly means otherwise.

1.13 "Expansion Property" has the meaning set forth in Article 13.1 hereof.

1.14 "Fine" has the meaning set forth in Article 6.5 hereof.

1.15 "Improvements" has the meaning set forth in Article 10.2 hereof.

1.16 "Lot" means a building lot that is created by the Developer (or a builder or other person to whom the Developer sells such building lot) by replat, lot split certificate of survey or otherwise, together with all appurtenances and Improvements now, or in the future, on such Lot, including a Residence.

1.17 "Manager" means a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time pursuant to Article 4.4 hereof.

1.18 "Member" means a member of the Association as set forth in Article 3.1 hereof.

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

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

1.21 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, including the Developer and the purchaser under a contract for deed. The term shall not include any person or entity having any interest in a Lot merely as security for the performance of an obligation, including a Mortgagee or a trustee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

1.22 "Owner's Proportionate Share" means a fraction, the numerator of which is the number of Lots then owned by such Owner within the Property and the denominator of which is the total number of Lots then within the Property, as it may be expanded.

1.23 "Party Wall" means any wall which separates or divides two (2) townhome attached Residences and includes any exterior wall of a Residence with five (5) inches or less of airspace between it and the exterior wall of an adjacent Residence, whether or not utilities run within such airspace.

1.24 "Property" means and refers to the real property described in the Plat and on Exhibit A attached to this Declaration and all additional property, if any, brought within the jurisdiction of this Declaration by all Supplemental Declarations.

1.25 "Proposed Construction" has the meaning set forth in Article 10.2 hereof.

1.26 "Residence" means a townhome, single-family dwelling constructed on any one Lot with one or more Party Walls attaching it to one or more other Residences in a building. For purposes hereof, "single-family" shall have the same meaning as in the ordinances of the City.

1.27 "Restricted Common Area" means any Common Area owned by the Association on or over which, with the approval of the Review Committee, are located specific Improvements or features, including, but not limited to, driveways, sidewalks, landscaping features and air conditioning units, or other items, which are intended to and in fact do serve or service the needs and interests of a single Lot and the Residence thereon.

- 1.28 "Review Committee" has the meaning set forth in Article 10.1 hereof.
- 1.29 "Special Assessment" has the meaning set forth in Article 6.3 hereof.
- 1.30 "Street" shall mean any roadway, street, court, circle, terrace, drive or other right-of-way designated for vehicular traffic shown on the Plat.
- 1.31 "Subdivision" means, collectively, the Lots, the Common Area, Restricted Common Areas, all other parts of the Property and all Expansion Property.
- 1.32 "Successor Developer" means any person or entity to whom the Developer assigns or transfers all, or any part, of its rights, obligations or interests as the developer of the Property, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty, designating such person or entity as a Successor Developer.
- 1.33 "Supplemental Declaration" means an instrument which amends or modifies this Declaration, as more fully provided for herein, including any which includes or adds Expansion Property.
- 1.34 "Turnover Date" means the earlier of: (i) the date as of which only four (4) of the Lots in the Subdivision (as then composed or contemplated by the Developer) remain owned by and not sold by the Developer with no Residences constructed thereon; or (ii) the date the Developer, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration.
- 1.35 "Working Capital Fund Contribution" shall have the meaning set forth in Article 6.11 hereof.

ARTICLE 2

PERSONS AND PROPERTY BOUND BY DECLARATION

The benefits and burdens of this Declaration shall run with the land and shall inure to the benefit of, and be binding upon, the Developer and all persons or entities who shall hereafter acquire any interest in the Lots or other property within the Subdivision. The Developer and all persons who take any interest in a Lot shall, by taking such interest, be deemed to agree and covenant with all other Owners, the Association and the Developer, and their respective heirs, personal representatives, successors, transferees and assigns, to conform to, and observe, the covenants, conditions and restrictions in this Declaration, all Supplemental Declarations and the other Association Documents for the term hereof.

ARTICLE 3

MEMBERSHIP; VOTING; OPERATIONS

3.1 Membership in The Association. The Owner of each Lot within the Subdivision shall be a Member of the Association. If a Lot is owned by more than one Owner, all Owners of the lot, collectively, shall be deemed the Member of the Association for such Lot. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2 Classes of Members. Members shall be either Class A Members or Class B Members. Class A Members shall be all Owners except the Developer during the period of its Class B Membership. Class B Members shall be the Developer and all Successor Developers, if any, who own any Lot for the purpose of development and sale. All Class B Memberships shall terminate and automatically be converted to Class A Memberships upon the Turnover Date. Upon termination of the Class B Membership, the Developer and all Successor Developers which own any Lots at the time shall, for all purposes, be automatically converted to Class A Members for each Lot they then own.

3.3 Meetings. Annual and special meetings of the Members shall be called, held and conducted in the manner provided in the Bylaws or, in the absence of any provision in the bylaws, as provided by applicable Missouri law.

3.4 Voting Rights. Except as otherwise provided herein, including in Article 3.9 below, all Owners shall be entitled to vote on Association matters requiring a vote under this Declaration. On all matters to be voted on by the Members, Class A Members shall have one (1) vote for each Lot owned and Class B Members shall have twenty (20) votes for each Lot owned. If more than one Owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the Secretary of the Association in writing. Fractional votes shall not be permitted and there shall be only one (1) vote cast with respect to any Lot. Any person may be appointed as the proxy of an Owner by written appointment delivered to the Secretary of the Association at least two (2) business days before the date of the vote for which the proxy is being exercised. Proxies may be revoked at any time in writing delivered to the Secretary of the Association and shall not, under any circumstance, be valid for more than three (3) years from the original date thereof. Unless specifically provided herein to the contrary, all matters requiring a vote of the Members under this Declaration shall be approved by the affirmative vote of a majority of the Members present at an annual or special meeting duly called where a quorum is present. A quorum shall be the presence of a majority of the Members at a meeting, in person or by proxy.

3.5 Transfer of Membership. Membership is appurtenant to, and may not be separated from, ownership of any Lot. An Owner may not transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot and then only to the purchaser or Mortgagee of the Lot. Upon the sale of a Lot, the membership associated with the Lot shall automatically transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser.

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

3.7 Association as Successor Developer. On the termination date of the Class B Membership (i.e. the Turnover Date), the Association shall succeed to all of the duties and responsibilities of the Developer under this Declaration. The Association shall not, however, succeed to any easements or rights of the Developer or others reserved in the Association Documents or pertaining to any other real property adjacent to the Subdivision which is owned by the Developer.

3.8 Implied Rights and Obligations. The Association may exercise all rights and privileges expressly granted to the Association in the Association Documents and all other rights and/or privileges reasonably implied from those expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the Association by the Association Documents.

3.9 Developer's Control of Association Prior to Turnover Date. Notwithstanding anything in this Article 3 or elsewhere in this Declaration to the contrary, until the Turnover Date, the Developer shall maintain absolute and exclusive control over the Association and the Review Board, including appointment, election and removal of all directors and officers of the Association and all members of the Review Board. Until the Turnover Date, only the Developer shall be entitled to cast any votes with respect to the election and removal of Association directors and officers and members of the Review Board or any other matters requiring the vote or approval of Members or Owners. The Developer may (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Article 3.9.

ARTICLE 4 POWER AND AUTHORITY

4.1 Power and Authority of The Association. Subject to any limitations in applicable laws and regulations and the Articles and Bylaws, the Association has the power and authority to take all action, and to refrain from taking all action, on behalf of the Association, it deems reasonably necessary to protect the rights and to fulfill the

obligations of the Association under the terms of this Declaration. Such power and authority includes, without limitation, the following, which the Association may (but shall not be obligated or required to) exercise in its discretion:

- (a) Accept by conveyance from the Developer and own the Common Area, the Restricted Common Areas and any other areas of the Property to be held for the general benefit of the Owners;
- (b) Enforce, either in the Association's name or in the name of any Owner within the Subdivision, the covenants, conditions, restrictions and easements imposed upon the Lots, the Common Area, the Restricted Common Areas or other parts of the Property as are in effect from time to time. The expenses and costs of any enforcement proceedings shall be paid out of the general funds of the Association. Nothing herein contained shall prevent the Developer, or any Owner having the right to do so, from enforcing in their own name any such covenants, conditions, restrictions or easements;
- (c) Levy and collect the Assessments and Working Capital Fund Contributions which are provided for in this Declaration and to charge reasonable admission fees, service charges and other amounts for the use of the Common Area;
- (d) Manage and control as trustee and attorney-in-fact for all Members, all improvements upon and to the Common Area, the Restricted Common Areas and other areas of the Property owned by the Association or held for the general benefit of the Owners;
- (e) Maintain, repair and replace all pedestrian ways, gateways, entrances, fountains, gardens, water run-off detention areas, ponds or basins, lighting, water sprinkling systems, sewer lines from a collector (as defined in Article 1.9 above) for the Residences connecting to the City's public sewer main, landscaped areas within the Common Area or rights-of-way or platted landscape easements, fences and ornamental features, Subdivision identification signs and monuments and any other amenities;
- (f) Provide and maintain lights on Streets, parks, parking, pedestrian ways, gateways, entrances or other features, and in other public places, semi-public places or the Common Area;
- (g) Erect and maintain signs for marking of Streets, and safety signs for protection of children and other persons, after such signs are approved by appropriate public authorities;
- (h) Exercise control over easements (including any for water drainage control) it acquires from time to time or has pursuant to the Plat;
- (i) Acquire and own title to such real estate as is reasonably necessary in order to carry out the purposes of the Association and promote the health, safety, welfare and recreation of Owners in the Subdivision, pay taxes on real estate and facilities owned by it and pay taxes assessed against the Common Area or other land in public or semi-public places within the Subdivision;
- (j) Enter into such agreements with other homes associations, municipalities or other governmental agencies, individuals or corporations in order to implement the purposes of the Association, and to provide such improvements for the benefit of the Owners and Members of the Association within the intent of this Declaration;
- (k) Perform exterior maintenance and repair on each Residence located on any Lot, including, without limitation, painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements as elsewhere required in this Declaration and, if the need for such maintenance or repair is caused by the wasteful, negligent or intentional act or omission of an Owner, his family, guests, invitees, agents, licensees or authorized representatives, the cost thereof shall become an Assessment due from such Owner, alone, to the Association, and may be collected and enforced in the same manner as the collection and enforcement of other Assessments;

(l) Acquire, provide and maintain insurance for the protection of the Association, the Members, the Common Area and the Restricted Common Areas, including, without limitation, casualty and property coverage on the Residences and their exteriors, comprehensive public liability, officers and directors, workers compensation, fidelity insurance and bonds to protect against dishonest acts on the part of the Association's officers, directors, trustees, employees and agents and such other insurance against risks of a similar or dissimilar nature as the Board of Directors deems appropriate with respect to the Association's responsibilities and duties, including contractual liability for the indemnification set forth in Article 17.7 below;

(m) Subject to the voting requirements of Article 16.2 herein for amendment of this Declaration, dedicate, sell, subdivide or transfer all or any part of the Common Area to any public or private agency, authority, person or entity, but only with the prior consent of the Developer prior to the Turnover Date;

(n) Create, grant and convey easements upon, across, over, through and under the Common Area for ingress or egress or installation, replacement, repair and maintenance of all utilities or other such facilities including, but not limited to, water, sewers, natural gas, telephones, electricity and television cable systems;

(o) Establish and publish rules and regulations to regulate and control the Owners' use and enjoyment of the Common Area as well as such other activities which effect the Members' quiet and peaceful use of the Lots within the Subdivision;

(p) Employ or provide duly qualified officers for the purpose of providing police or security protection as the Board deems necessary or desirable in addition to that rendered by public authorities;

(q) Borrow money from any person, including the Developer, for the proper conduct of the Association's affairs, and the exercise of its powers and authority and the fulfillment of its obligations, subject to any limitations set forth in the Bylaws;

(r) Suspend the voting rights of any Member (whether a Class A Member or a Class B Member) during any period in which such Member is in default on payment of any Assessment or after notice and hearing for a period not to exceed ninety (90) days for infraction of published rules and regulations, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter;

(s) Fine a Member (whether a Class A Member or a Class B Member) for infraction of any of the provisions of this Declaration or any published rules or regulations in amounts as may be determined and changed from time to time by the Board of Directors;

(t) Provide for cleaning of Streets, gutters, catch basins, sidewalks and pedestrian ways;

(u) Provide for, or manage, the collection and disposal activities of rubbish, trash and garbage in the Subdivision;

(v) Care for, spray, trim, protect, plant and replant trees, shrubbery, grass and sod along all Streets and in the Common Area and other areas within the Subdivision set aside for the general use of Owners or on landscaped easements where the maintenance thereof is for the general welfare and benefit of the Members;

(w) Mow, care for, maintain and remove rubbish from vacant and unimproved Lots or other parts of the Property and to do any other things reasonably necessary or desirable to keep any vacant and unimproved property in the Subdivision neat in appearance and in good order;

(x) Provide for plowing and removal of snow from driveways and sidewalks;

- (y) Exercise all rights, power and authority granted to the Association by this Declaration; and
- (z) Engage a Manager to perform such duties, powers or functions of the Association as the Board of Directors may authorize from time to time as set forth in Article 4.4 below.

4.2 Exercise of Authority. Unless specifically reserved to the Members by this Declaration, the Bylaws, the Articles or applicable law, all powers and authority of the Association shall be exercised by the Board of Directors, acting within its sole discretion. Although the Association may exercise the powers and authority granted in Article 4.1 hereof, the mere existence of such powers and authority shall not require the Board to exercise such powers or authority. For example, although the Association has the power to provide for collection and disposal of rubbish, trash, refuse and garbage in the Subdivision, the Board may, in its discretion, choose not to exercise that power and, in lieu thereof, require the Owners to contract with the City or private haulers to dispose of their trash. The Association shall exercise such powers and authority in the discretion of its Board of Directors, unless otherwise specifically required or permitted herein or in the Articles or Bylaws to be exercised by the Members.

4.3 Casualty Damage Insurance on Residences. The Board of Directors shall obtain and maintain in full force and effect casualty insurance on the Residences and other insurable improvements on the Lots (including, unless the Board of Directors directs otherwise, the fixtures initially installed in the Residences and replacements thereof up to the value of those initially installed therein by or for the Owners, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by the Owners), together with all heating, ventilation, air conditioning equipment and other service machinery and utilities contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount also equal to the full replacement value (i.e. one hundred percent (100%) of the current replacement cost exclusive of land, foundation, excavation and other items normally excluded from coverage), without deduction for depreciation (such amount to be re-determined periodically by the Board of Directors with the assistance of the insurance company affording such coverage). Such insurance shall afford protection against loss or damage caused by fire, windstorm, hail and other hazards covered by the standard extended coverage policy or endorsement including debris removal, demolition, vandalism, malicious mischief and water damage. At the election of the Board of Directors, the insurance required under this Article 4.3 may be in the form of a "master" or "blanket" policy. In contracting for the policy or policies of insurance obtained pursuant to this Article 4.3, the Board of Directors shall be required to make reasonable efforts to secure coverage which provides the following:

(a) The following endorsements (or equivalent): (i) "cost of demolition"; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction"; and (iv) "agreed amount" or elimination of co-insurance clause; and

(b) A provision that any "no other insurance" clause shall expressly exclude individual Owners' policies from its operation so that the casualty damage policy or policies purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage.

Prior to obtaining any policy of casualty damage insurance or any renewal thereof, and at such other intervals as the Board of Directors may deem advisable, the Board of Directors may obtain an appraisal from an insurance company, or such other source as the Board may determine, of the then current replacement cost of the Residences (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of casualty damage insurance to be secured pursuant to this Article 4.3. A certificate of such insurance, together with proof of payment of premiums and any notice issued as set forth above, shall be delivered to any Mortgagee requesting the same. The Mortgagee of a residence shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such Residence. The premiums for such casualty damage insurance shall be a Common Expense to be paid by the Annual Assessments levied by the Association.

4.4 Insurance Requirements Generally. All insurance coverage obtained by the Association shall be comply with the following terms and conditions:

- (a) The Developer shall be an additional named insured on all such policies as long as it owns any Lot;
- (b) The insurance coverage maintained by the Association shall not be brought into contribution with insurance purchased by the Owners or their Mortgagees;
- (c) Coverage under the policies shall not be prejudiced by (i) any act or neglect of any Owner, or their tenants, servants, agents, invitees, and guests when such act or neglect is not within the control of the Association, or (ii) any act, neglect or failure of the Association with respect to any portion of the Property over which the Association has no control;
- (d) The policies shall contain a waiver of subrogation by the insurer as to all claims against the Developer, the Board of Directors, the Association, the Manager and the Owners and their respective agents, employees, tenants, agents and household members, and of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured and contain contractual liability coverage for the indemnity set forth in Article 17.7 hereof;
- (e) All policies shall be written by insurers licensed to do business in Missouri and holding a rating of B/VI or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not reasonably available, the most nearly equivalent rating; and
- (f) All liability insurance shall also include a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.

4.5 Manager. Any powers, duties or rights of the Association created pursuant to this Declaration, or of the Board, as provided by law and herein, may be delegated to a Manager under a management agreement, which Manager may or may not have a relationship to the Developer or its principals or affiliates; provided, however, that no such delegation shall relieve the Association of its obligation to perform such delegated duty.

ARTICLE 5 COMMON AREA

5.1 Property Rights in the Common Area. Subject to the other provisions hereof, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

5.2 Maintenance of the Common Area. The Association shall own, manage, repair, maintain, replace, improve, operate and deal with the Common Area and keep it, and all improvements thereon, in good condition. The cost of performing these duties shall be a Common Expense. The Board of Directors may employ or contract with a Manager or third parties to render such services with respect to the Common Area.

5.3 Insurance. The Association may provide and maintain insurance for the protection, repair and replacement of the Common Area as set forth above.

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

ARTICLE 6
ASSESSMENTS, FINES AND WORKING CAPITAL FUND CONTRIBUTIONS

6.1 Obligation; Purpose. The Association may assess against all Lots (and each Owner, by acceptance of a deed to such Owner's Lot, hereby agrees to pay to the Association all) Annual Assessments, Special Assessments and Default Assessments. For purposes hereof, (a) "Annual Assessments" are Assessments imposed and levied by the Board of Directors against each Owner in accordance with such Owner's Proportionate Share which are necessary to meet the Common Expenses, (b) "Special Assessments" are Assessments for capital improvements to the Common Area and other purposes as stated in Article 6.3 of this Declaration and (c) "Default Assessments" are Assessments assessed against a Lot as the result of the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents. The Assessments shall be used for the benefit of the Owners and occupants of the Subdivision as set forth herein and, except for Default Assessments, shall be levied against Lots and Owners pursuant to each Owner's Proportionate Share.

6.2 Annual Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Assessments based upon the estimated Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Assessment for a Lot shall be made on the closing date for the purchase of a completed Residence on such Lot by the Owner from the builder thereof. The Annual Assessments shall be made by the Board of Directors on or before January 1 of each year and shall be due and payable in equal monthly installments on or before the 1st day of each month. If the Board of Directors fails to timely make any Annual Assessment for any fiscal year, the amount of such Annual Assessment for the year shall automatically be the same as the Annual Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Assessment for the immediately preceding year without the approval of a majority of the Members present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Assessment for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Members present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Assessments in excess of the actual Common Expenses incurred in any fiscal year or may hold the same in reserve.

6.3 Special Assessments. Except as limited or prohibited by the Articles or Bylaws, the Board of Directors may levy in any fiscal year one or more Special Assessments, payable over any period as it determines, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, renovation or replacement of damaged Residences or improvements in the Common Area or for any other expenses incurred by the Association in fulfilling its obligations under this Declaration or otherwise imposed upon the Association. In imposing any Special Assessment, the Board of Directors shall specifically refer to this Article 6.3. The Board of Directors shall promptly give the Owners written notice of the amount of all Special Assessments and the time for payment thereof. No payment of all or part of any Special Assessment shall be due less than thirty (30) days after such notice is given. This Article 6.3 shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration.

6.4 Default Assessments. The Board of Directors may assess Default Assessments against an Owner at any time. Notice of the amount and due date of each Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date. Each Default Assessment shall become a lien against such Owner's Lot when due and may be foreclosed or otherwise collected as provided in this Declaration.

6.5 Fines. The Board of Directors may assess and impose a Fine of Twenty Dollars (\$20) per month (or such other amount as the Board of Directors shall determine appropriate from time to time) for each month in which any infraction of any of the provisions of this Declaration, the Articles, Bylaws or any rules or regulations promulgated by the Board is committed by any Owner or any tenant of any Owner. The Board of Directors may promulgate and change from time to time rules or regulations setting forth procedures for appealing Fines. Fines shall be imposed only after notice and an opportunity to be heard before the Board of Directors. Cause for Fines shall not be for frivolous

reasons but for those actions which violate the security of Owners, endangers occupants, cause a nuisance to Owners or their tenants or interfere with the quiet enjoyment of their Residences or the Common Areas or Restricted Common Areas by other Owners or their tenants. Recourse to Fines will occur when situations are not corrected or continue to occur after written notice is given to an Owner. Warnings and recourse to Fines shall be as determined by the Board of Directors. Owners shall be responsible for the acts and omissions of tenants, guests or visitors who create such violations or infractions.

6.6 Effect of Nonpayment; Liens. Any Annual, Special or Default Assessment or any Fine (individually, the "Delinquency" and collectively, the "Delinquencies") that is not paid within thirty (30) days after its due date shall be delinquent. Upon a Delinquency becoming delinquent, the Board of Directors, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each Delinquency in an amount established by the Board of Directors not exceeding five percent (5%) of the Delinquency;
- (b) Assess an interest charge from the date of delinquency of one and one-half percent (1 1/2%) per month (18% APR) for each month, or portion thereof until paid in full, or such other rate as the Board of Directors may establish, but in no event a rate that is usurious under Missouri law;
- (c) Suspend the voting rights of the Owner during any period of a Delinquency;
- (d) Accelerate all remaining Assessment installments so that unpaid Assessments and other Delinquencies shall be immediately due and payable;
- (e) Bring an action at law against any Owner personally obligated to pay the Delinquency ;
- (f) File a statement of lien with respect to the Lot; and
- (g) Proceed with foreclosure of liens for the Delinquency.

A Delinquency shall constitute a lien on the Lot, including the Residence and any other Improvements, and shall attach on the due date for the Assessment. The Association may evidence the lien by filing a certificate of lien with the Office of the Recorder of Deeds of Clay County, Missouri. The certificate of lien, which shall be signed and acknowledged by the President, any Vice President or the Secretary of the Association, shall set forth (i) the name and address of the Association, (ii) the amount of the Delinquency, (iii) the amount of accrued interest, penalty and other amounts due, (iv) the name of the Owner of the Lot and (v) the legal description of the Lot. At least ten (10) days prior to filing any such certificate of record, the Association shall mail a copy of the certificate to the Owner at the address of the Lot or to such other address as the Association has in its files for the Owner. At any time thirty (30) or more days after filing the certificate of lien, the Association may institute foreclosure proceedings against the affected Lot in the manner for foreclosing a deed of trust by private sale on real property under the laws of the State of Missouri. Each Owner of a Lot by its acceptance of a deed thereto hereby consents to such foreclosure mechanism. In the event of any such foreclosure, the Owner shall be liable for the amount of all unpaid Delinquencies, all penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien and, if allowed by law, all reasonable attorneys' fees and expenses incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. All liens for Delinquencies shall continue for a period of five (5) years from the date of attachment and no longer, unless within such time suit is commenced to collect the Delinquency against persons personally liable for such amount or foreclosure proceedings are instituted. In such cases the lien shall continue until termination of the suit and sale of the Lot upon execution of any judgment obtained or until completion of foreclosure proceedings.

6.7 Personal Obligation. The amount of any Delinquency chargeable against any Lot shall be a personal and individual debt of the Owner of the Lot at the time the Assessment became due. No Owner may exempt himself from liability for the Delinquency by abandonment of his Lot or by waiver of the use or enjoyment of all, or any part of, the Common Area. All successors to the fee simple title of a Lot shall be jointly and severally liable for all unpaid Delinquencies, interest, late charges, penalties, costs, expenses, and attorneys' fees against such Lot with the

Owner who owned the Lot at the time the unpaid Delinquency first became due. Nothing contained herein shall prejudice any such successor's rights to recover from any prior Owner amounts paid by such successor. The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. The successor may rely on the statement of status of Delinquencies by, or on behalf of, the Association under Article 6.10 below. The Association may bring suit against the Owner or any successor to recover unpaid Delinquencies any penalties and interest thereon, the cost and expenses of such proceedings and, if allowed by law, all reasonable attorneys' fees and expenses in connection therewith, without foreclosing or waiving the Delinquency lien provided in this Declaration.

6.8 Priority of Lien. The lien for Delinquencies provided for in this Declaration shall be subordinate to (a) liens for real estate taxes and special governmental assessments and (b) Mortgages recorded prior to the due date for any such Delinquency. The lien for Delinquencies shall be superior to and prior to any homestead exemption provided now or in the future under the laws of the State of Missouri which all present and future Owners waive by taking title to Lots. Except as specifically set forth herein or provided by law, no sale or transfer of a Lot shall release it from the lien of any Delinquency. The amount of any extinguished lien for a Delinquency may, at the direction of the Board of Directors, be reallocated and assessed to all Lots as a Common Expense.

6.9 Notice to Mortgagee. Upon written notice by a Mortgagee to the Association of a Mortgage and written request for notice of unpaid Delinquencies, the Association shall report to the Mortgagee all Delinquencies remaining unpaid for longer than sixty (60) days after the due date. Any Mortgagee holding a lien on a Lot may pay any unpaid Delinquency, together with all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

6.10 Statement of Status. Upon written request of any prospective Mortgagee or purchaser of a Lot and payment of a reasonable fee established by the Board of Directors, the Board of Directors of the Association shall issue a written statement setting forth the amount of all unpaid Delinquencies, if any, with respect to such Lot. The amount set forth on such statement from the Association shall be binding on the Association if the prospective purchaser purchases the Lot; provided, however, the Owner of the Lot during the time when such Delinquency became due and owing shall remain liable for all unpaid Delinquencies. If the Association does not issue a written statement within thirty (30) days of its receipt of the request and fee payment, the prospective purchaser may make an additional written request. If the Association does not issue a written statement within ten (10) days of the second request, the lien for the unpaid Delinquencies shall be released automatically upon the prospective purchaser's acquisition of the Lot. A statement shall be deemed issued by the Association upon deposit in the U.S. Mails or tender of delivery to the prospective purchaser.

6.11 Notification of Association's Address. The Association shall notify each Owner, at their address listed with the Association, of the Association's address, and all changes thereto, where payments shall be made and other Association business may be conducted.

6.12 Working Capital Fund Contributions The Developer shall require the first Owner of a Lot (other than the Developer or the builder initially acquiring such Lot for purposes of constructing thereon a Residence for sale) to make a nonrefundable contribution to the working capital fund of the Association in an amount equal to three (3) times the monthly installment of Annual Assessments (i.e. one-third (1/3) of the Annual Assessment) against such Lot then in effect (a "Working Capital Contribution"). The Association shall maintain all such Working Capital Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder, including, without limitation, paying Common Expenses or meeting unforeseen expenditures. Such Working Capital Contribution shall not relieve an Owner from making payments of Assessments as they become due and is in addition thereto and nonrefundable in all events.

6.13 Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligations of the Association; provided, however, any such action shall require, prior to the Turnover Date, the assent of the Developer and, after the Turnover Date, a majority vote of all Members of the Association. Such power shall include the ability to make an assignment of Assessments then payable to, or which will become payable to, the Association, which assignment may be then

presently effective but allows such Assessments to continue to be paid to the Association and used by it unless and until the Association shall default on its obligation secured by the assignment.

ARTICLE 7 INSURANCE LOSS; CONDEMNATION

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

7.2 Repair of Damaged Residences. In the event of damage to or destruction of all or part of any Residence covered by insurance written in the name of the Association pursuant to Article 4.3 above, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged property including, without limitation, any damaged Residences and the fixtures and appliances initially installed therein by or for the Owners, any replacements thereof installed by the Owners up to the value of those initially installed by or for them, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Owners in the Residences unless covered by insurance obtained by the Association (the "Association Insured Property"). Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating of all but the exterior maintenance area of his Residence. The following shall apply in such event:

(a) As soon as practicable after an event causing damage to or destruction of any part of the Association Insured Property, the Board of Directors shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article 7.2 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

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

(c) The proceeds received by the Association from any casualty or hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association Insured Property.

(d) The insurance proceeds held by the Association, and the amounts received from any Special Assessments provided for below, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in equal shares per Lot, first to the Mortgagees and then to the Owners, as their interests appear.

7.3 Repair of Damaged Common or Restricted Common Areas. Except as provided herein to the contrary, the Association shall use the proceeds of all insurance for Common or Restricted Common Areas to repair or replace any part of the Common Area or Restricted Common Areas, having a fair market value of more than \$5,000.00, damaged by an insured occurrence.

7.4 Special Assessments if Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to pay the costs of repair or replacement as set forth in Articles 7.2 and/or 7.3 above, the Association may, pursuant to Article 6.3 above, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay the additional cost of repair or replacement. If the aggregate of any Special Assessment for expenses relating to such repair or replacement exceeds \$5,000.00 with respect to the Common Area or Restricted Common Areas or \$50,000 with respect to Residences, then the Special Assessment may be made only upon (i) prior to the Turnover Date, approval of the Developer, and (ii) after the Turnover Date, approval of the Board of Directors and approval of the Developer if it then still owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete any such repair or replacement.

7.5 Condemnation. Except as provided herein, if any portion of the Common Area or the Restricted Common Areas on which Improvements have been constructed is taken by any condemnation or similar proceeding, the Association shall restore or replace such Improvements on the remaining land included in the Common Area or the Restricted Common Areas. If the condemnation award is insufficient to pay the costs of restoring or replacing the taken Improvement, the Association may, pursuant to Article 6.3 above, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay the additional cost of restoration or replacement. If the aggregate of any Special Assessment for expenses relating to such restoration or replacement exceeds \$10,000.00, then the Special Assessment may be made only upon (i) prior to the Turnover Date, approval of the Developer and (ii) after the Turnover Date, approval of a majority of the votes possible to be cast under this Declaration and approval of the Developer if it then owns a Lot. Further levies may be made in like manner if the amounts collected prove insufficient to complete such restoration or replacement.

7.6 Decision Not to Rebuild or Replace. Prior to the Turnover Date, if the Developer decides, and after the Turnover Date, if Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Declaration agree by vote at a meeting or in writing, not to repair or replace any part of the Common Area or the Restricted Common Areas damaged by an insured occurrence and do not authorize alternative improvements to such part of the Common Area or the Restricted Common Areas, the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area or the Restricted Common Areas by the Association in a neat and attractive condition. Prior to the Turnover Date, the Developer and, after the Turnover Date, Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Declaration may elect not to restore or replace any improvements comprising a part of the Common Area or the Restricted Commons Areas taken by condemnation. In either case, the Board of Directors shall, in its sole discretion, either retain all unused insurance proceeds or condemnation awards (or any awards in excess of the cost of restoring or replacing the taken improvements) in reserve or distribute such proceeds to the Owners in accordance with each Owner's Proportionate Share. Notwithstanding the foregoing, the Developer and the Owners may not agree, vote or elect not to repair, reconstruct or restore any storm water detention facilities without first obtaining the written consent of the City and taking adequate alternative storm water drainage control measures.

ARTICLE 8 MAINTENANCE SERVICES TO BE PROVIDED BY THE ASSOCIATION

8.1 General. Subject to the provisions of Article 9 below, in addition to the maintenance upon the Common Area and upon the Restricted Common Areas provided for elsewhere in this Declaration, and as allowed or required by the Association under this Declaration, the Association shall provide (or arrange for provision of) the following services to each Residence and the Lot on which it is located, which is subject to Assessments hereunder in as nearly a uniform manner as may be reasonably possible, and each Owner shall be obligated to accept and participate in the Association's provisions of such services by the Owner's acceptance of a deed to a Lot.

8.2 Exterior Maintenance. The Association shall provide exterior maintenance upon each separate Residence which is subject to Assessments hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior Improvements. The foregoing shall not include any responsibility on behalf of the Association to repair or replace exterior building surfaces or damage thereto, arising from: (i) structural defects or damage resulting from settlement, structural collapse or other interior structural damages; or (ii) resulting from an Owner's failure to properly and adequately provide routine general maintenance and protection from the elements or other care to such Owner's Residence; or (iii) fire, windstorm, vandalism or other casualty loss covered by fire and extended coverage loss provisions of a standard form of homeowner's insurance policy. Such exterior maintenance shall not include glass surfaces, screens, light bulbs, garage doors, doors or shrubs or other plantings within five (5) feet of a Residence's foundation (which shall be each Owner's responsibility). No change in the color of the exterior surfaces of any Residence shall be made by the Association from the original colors used without such change being first considered and recommended by the Review Board. Thereafter, prior to the Turnover Date, the Developer must approve any such recommendations. After the Turnover Date, such recommendations shall be submitted to the Association membership for acceptance, which acceptance shall require a vote of sixty-six and two-thirds percent (66 2/3%) of the Members of the Association present at a meeting called to consider such proposal at which a quorum is present.

8.3 Driveway and Sidewalk Repair and Replacement. Subject to the Owners' obligations and responsibilities as set forth in Article 8.8 below, the Association shall provide regular and routine maintenance, including repair and replacement, of driveways and sidewalks located on, over and across the Restricted Common Areas due to ordinary wear and tear and actions of natural elements.

8.4 Lawn and Landscaping Care; Snow Removal. The Association shall provide lawn and landscaping care consisting of mowing, edging, fertilizing, weed control and reseeding of all grass areas and trimming and replacing of trees, bushes, shrubbery and plantings on Lots (other than those which are a Lot Owner's responsibility as set forth in Article 8.2 above). The Association also shall provide snow removal from driveways and sidewalks (and public streets if approved by the Board of Directors).

8.5 Sewer Lines From Collector to City Mains. The Association shall provide for the maintenance, repair and replacement of those portions of sewer lines from the collector [as defined in Article 1.9 above] (which serves more than one Residence) which connects to the public City main. Each Owner shall be responsible for the maintenance, repair and replacement of the sewer line from his Residence to such collector and is hereby granted an easement across that portion of the Common Area or the Restricted Common Areas in which such sewer line is located for such purpose.

8.6 Uniformity of Service. The Association shall arrange and provide for a uniform method of providing the foregoing services. The Association shall have authority to determine the exact method of providing for such services by virtue of the powers set forth in Article 4 of this Declaration and toward that end shall have authority to contract with one or more providers of such services on behalf of all the Owners to provide such services to the Residences within the Subdivision.

8.7 Exclusivity. No Owner shall do any act or take any action on his own which shall interfere or conflict with the Association's sole responsibility to provide the services set forth herein, and particularly shall not seek to provide such services to his own Residence unless the Association fails to provide such service, after written notice to the Association demanding such services be reasonably provided to an Owner who can establish such services are not being provided to his Residence in a uniform manner with the other Residences within the Subdivision.

8.8 Owner's Responsibility for Normal Care of Driveways and Sidewalks. Anything contained in Article 8.3 above to the contrary notwithstanding, each Owner of a Residence shall be responsible for using due care in the usage and utilization of any driveway and/or sidewalk areas dedicated to such Owner's Residence. The foregoing responsibility shall include, but not be limited to, each Owner's obligation to protect and preserve the surface of such driveway and sidewalk from: (i) loads, weights or vehicles heavier than that which residential construction practices would customarily be designed to handle; (ii) frequent, continuous or undue exposure to salts, snow or ice melt or removal products or other chemicals, compounds or substances whose properties or characteristics are harmful, damaging, caustic or otherwise deleterious to the finished surface of such driveway or sidewalk. The repair of any

damage or destruction caused to such driveway or sidewalk by the Owner's failure to use due care in the protection and preservation of such driveway and sidewalk shall be the financial responsibility of such Owner and the Association shall be authorized to repair such damage at the cost and expense of such Owner and to collect the same, together with all other costs and expenses of the Association associated with the enforcement of the Association's rights hereunder. If in the course of installing, maintaining or repairing Improvements located on the Restricted Common Areas, any Owner, or his contractor, agent or employee, damages, destroys or harms any Improvement located within the Common Area or the Restricted Common Areas, it shall be such Owner's responsibility to repair, renovate or correct any such damage, destruction or harm. Each Owner is responsible for all maintenance, repair and replacement of the patio pertaining to such Owner's Residence and the Association shall have no responsibility therefor.

ARTICLE 9 PARTY WALLS AND RELATED MATTERS

9.1 Boundary Line Between Attached Residences. The boundary line between two (2) attached Residences shall be deemed to be the center line of the airspace between the exterior walls of the two (2) attached Residences which abut such airspace (the "Party Walls"), notwithstanding the fact that the common boundary line for the Lots may not be located precisely upon said center line of the Party Walls. The Owner of each Lot from time to time shall have the full rights of ownership, use and occupancy of the Residence located primarily upon such Lot and the Owner of one attached Residence shall not have any right, title or interest in any part of the other Residence located primarily upon the adjacent Lot.

9.2 Repair and Maintenance of Party Walls. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the attached Residences from time to time shall, at their sole cost and expense, make all repairs and perform all maintenance required upon the surface and non-structural elements of the portion of the Party Walls which serves as an interior/exterior wall of the Residence owned by such Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one Owner (or such Owner's tenants, agents, employees, guests or invitees), then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance.

9.3 Repairs and Maintenance of Utilities in and Structural Elements of Party Walls. Subject to the provisions of Articles 9.5 and 9.6 below, the Owners of the applicable attached Residence from time to time shall make or cause to be made all repairs and maintenance to all utilities to the extent common to such attached Residences including, but not limited to, sewer, water and electrical utilities, and to the structural elements of such Owner's portion of the Party Walls, with the cost of any such common repairs or maintenance to be paid equally by each applicable Owner; provided, however, that if and to the extent that any such repairs or maintenance are necessitated by reason of the negligence or wrongful act of one Owner (or such Owner's tenants, agents, employees, guests or invitees), or they are applicable only to one Owner's portion of the Party Walls, then, subject to the provisions of Article 9.6 below, such repairs and maintenance shall be made and performed at the sole cost and expense of the Owner whose (or whose tenant's, agent's, employee's, guest's or invitee's) negligence or wrongful act necessitated such repairs or maintenance or whose portion is affected.

9.4 Repairs/ Maintenance in Compliance with Laws. Any and all repairs and maintenance which an Owner, or all applicable Owners jointly, shall be required to perform hereunder or shall elect to perform shall be done in a good and workmanlike manner and in full compliance with all laws, ordinances, statutes, rules and regulations of any Federal, State, County or local government or governmental agency or authority. Any such repairs and maintenance, once commenced, shall thereafter be diligently pursued to completion. Each Owner of an attached Residence shall have a reciprocal easement across the other applicable Owner's Lot to allow reasonable access for the purpose of making inspections and performing any maintenance or repairs. Such easement rights shall be exercised in such a manner as to avoid, to the extent reasonably practicable, unnecessary interference with the use and occupancy of the other Owner's Lot.

9.5 Insurance. The casualty and property damage insurance required to be carried by the Association as set forth in Article 4.3 above shall expressly cover casualty damage or destruction of the Party Walls.

9.6 Waiver of Liability. Notwithstanding anything to the contrary herein, each Owner of an attached Residence hereby releases the Association, the Developer, the other applicable attached Residence Owner(s) and their tenants, agents, employees, guests or invitees from all liability for damage due to any act or neglect of the Association, the Developer, the other Owner(s) or their tenants, agents, employees, guests or invitees (except as herein provided) occurring to the Residences which is or might be incident to or the result of a fire or any other casualty which is or would be covered by the casualty insurance policy described in Article 4.3 above or which is covered by any other insurance policy actually maintained by the Owner or his tenants or other occupants; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful act or omission of any Owner.

9.7 Limitation on Alterations to Party Walls. No Owner of an attached Residence shall have the right, except with the prior written consent of the other applicable Owner(s), to (i) make any alterations or additions to any Party Wall or any part thereof, except non-structural, interior alterations made within the living unit of the Residence, or (ii) take any action which will adversely affect the structural integrity or sound transmission prevention qualities of the Party Walls. To the extent any Owner shall make any alterations or additions to the Party Walls, (a) such Owner shall, at his sole cost and expense, keep and maintain such alterations or additions in good condition and repair and (b) in the event of any fire or other casualty, the restoration and repair of such alterations or additions shall be at the sole cost and expense of such Owner.

9.8 Exterior of Party Walls - Colors and Materials. The exterior portions of any Party Wall visible outside a Residence shall be of the same color and/or materials as the exterior walls of the Residences or such other colors and/or materials as approved in advance by the Review Board.

9.9 Lien Rights. Should an Owner fail or refuse to pay any costs or expenses as provided in this Article 9, the non-defaulting Owner(s) shall be entitled to a lien on the Lot of the Owner so failing or refusing to pay to the extent of such costs or expenses. Payment of such costs or expenses may be enforced as a mechanic's lien on such Lot through proceedings in any court in Clay County, Missouri, having jurisdiction of suits for the enforcement of such liens. Such non-defaulting Owner(s) may also file a certificate of nonpayment of such costs or expenses against the defaulting Owner's Lot in the office of the Recorder of Deeds for Clay County, Missouri. Such liens shall continue for a period of five (5) years from the date of nonpayment of the costs or expenses, unless suit shall have been instituted for collection of the costs or expenses, in which case the lien shall continue until payment in full of such costs or expenses or termination of the suit against the defaulting party.

9.10 State Law Governs. To the extent not inconsistent with the provisions of this Article 9, the laws of the State of Missouri regarding the Party Walls shall be applicable with respect to each Party Wall.

ARTICLE 10

ARCHITECTURAL CONTROL AND CONSTRUCTION STANDARDS

10.1 Architectural Review Committee. An Architectural Review Committee (the "Review Committee"), consisting of three (3) or more persons, shall be established to exercise the powers granted by this Article 10. At all times prior to the Turnover Date, the Developer shall have the power to appoint all members of the Review Committee, who shall serve until they resign or are removed by the Developer. After the Turnover Date, the Board of Directors shall appoint the members of the Review Committee, who shall serve terms of one (1) year or until their earlier resignation or removal by the Board of Directors. All decisions of the Review Committee shall be made by a majority of its members.

10.2 Architectural Control. To preserve the harmony of the construction, location and exterior design and appearance of the Lots and the Residences and other Improvements on the Lots, (a) all Residences, buildings, walls, fences, structures and other Improvements of any kind to be constructed or located on any Lot (collectively, the "Improvements"), (b) all additions, changes and alterations to any Improvement which impacts its exterior design or appearance and (c) all changes to the topography of any Lot (collectively, the "Proposed Construction"), shall be approved, in writing, by the Review Committee before such Proposed Construction is commenced. Except as provided in Article 10.4 hereof, the Review Committee shall not approve any Proposed Construction which does not fully comply with the requirements hereof, including, without limitation, Article 10.5 below, or where the exterior design or

appearance (including exterior color) of the Proposed Construction is not, in the sole discretion of the Review Committee, in harmony with the existing Residences in the Subdivision, the topography and overall design and appearance of the Subdivision, the Developer's intended design and appearance of the Subdivision or otherwise detracts from the design and appearance of the Subdivision in the sole opinion of the Review Committee. The Review Committee also shall have the power and right to designate certain areas within the property as Restricted Common Areas as provided in Article 14.8 below.

10.3 Application for Approval. The Owner shall apply, in writing, to the Review Committee for approval of all Proposed Construction. The application shall include plans, drawings, specifications and information (including all construction drawings and site plans) showing, as and if applicable, (a) the front, rear and side elevations, (b) proposed grading and drainage from the Lot, (c) floor plan with total square footage, (d) height of all Improvements, (e) exterior materials, (f) method of construction, (g) exterior color scheme, including samples, manufacturers name and product numbers, (h) landscaping and (i) all other information reasonably required by the Review Committee. The Review Committee may request additional information from an Owner at any time within thirty (30) days after its last receipt of information from the Owner or his representatives. The Review Committee may establish and publish such other rules and regulations regarding approval of Proposed Construction as the Review Committee determines are reasonable. If the Review Committee does not act upon an Owner's application within thirty (30) days after submission of all information required by the Review Committee, approval of the Proposed Construction as submitted shall be deemed to have been given and the requirements of this Article 10.3 fully satisfied.

10.4 Modification of Requirements; Appeal of Review Committee Decision. Except as specifically provided herein to the contrary, by unanimous decision, the Review Committee may, for good cause shown, waive any of the requirements set forth herein, including those set forth in Article 10.5 hereof. Any waiver granted shall not be effective and may not be acted upon until eleven (11) days after the date on which the Review Committee renders its decision. The Owner submitting an application may appeal any decision of the Review Committee which denies that application for Proposed Construction. An Owner of any Lot may appeal any decision of the Review Committee which waives any of the requirements set forth herein. All appeals shall be to the full Board of Directors. All appeals to the Board of Directors shall be made in writing and submitted to the Secretary of the Association within ten (10) days after the Review Committee renders its decision which is the subject of the appeal. If the Board of Directors does not act upon an appeal within sixty (60) days of it being timely submitted, the relief requested in the appeal shall be deemed granted. In deciding an appeal, the Board of Directors can take only such actions as the Review Committee was originally empowered to take. All decisions on appeals shall be made by a majority of the Board of Directors, acting in the sole discretion of the members of the Board, and shall be final and not subject to further appeal, including to the Owners, or subject to judicial review. Pending final decision on appeal, the waiver requested shall be held in abeyance and may not be acted upon.

10.5 Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Residences and other Improvements constructed on any Lot shall conform to the following:

(a) Except for model homes or otherwise specifically provided herein, no building other than a Residence may be constructed on any Lot. Under no circumstance, even with Review Committee or Board of Director approval, shall any commercial, retail or other business building be constructed on any Lot.

(b) All Residences shall be erected or located on each Lot as shown on the replat or lot split certificate of survey creating the same and any requirements of any City code or regulation. The Review Committee shall approve the orientation of the Residence on the Lot.

(c) The finished floor area of each Residence shall be at least 1,200 square feet of total finished floor area. For purposes of calculating the foregoing minimums, the area of any attics, porches and any portion of the Residence that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Residence as a condition of approval of any Proposed Construction.

(d) No Residence may exceed two (2) stories in height without unanimous approval of the Review Committee.

(e) All exterior surfaces of any Residence shall be constructed only of wood covered with vinyl siding at a minimum of .042 inch panel thickness, or such other materials as approved by the Review Committee or a combination of the foregoing materials and be of a color or colors required by the Review Committee.

(f) Any portion of a foundation protruding more than twelve inches (12") above the ground shall be painted the same color as the body of the Residence.

(g) All Residences shall have wood, wood clad, vinyl or aluminum windows and may have aluminum or other metal storm windows and screens.

(h) All Residences shall be roofed with a minimum of a 20-year composition roof or such other materials as shall be allowed by the Review Committee.

(i) All wood and other non-brick or non-stone exteriors of any Residence (except roofs), if permitted by the Review Committee, shall be painted or stained with high quality products of a color required by the Review Committee. During construction, no Residence or any addition to, or remodeling of, a Residence shall stand with an unfinished exterior for longer than six (6) months.

(j) All sewage disposal shall be by means of subterranean sewer pipe connected to a collector (as defined in Article 1.9 above) which is then connected to the public City sewer main.

(k) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on or to each Lot.

(l) Each Residence shall have a garage for no less than one (1) vehicle and the walls of such garage shall be finished in a quality manner.

(m) All driveways shall be constructed of asphalt or concrete. No rock or gravel driveways shall be permitted.

(n) All yards initially shall be sodded with the following perennial turf grasses: blue grass, fine blade fescue or fine blade rye. Zoysia grass may be used in areas approved by the Review Committee. Use of bermuda grass shall not be permitted. Sodding shall not be required in locations where the Review Committee determines the soil, light, topography or costs would make sodding impractical or unreasonably expensive.

(o) No vegetable or herb gardens shall be located except within an area five feet (5') from the rear of a Residence and flower gardens shall be permitted only within five feet (5') of the foundation of any Residence in the front, rear or on any side.

(p) A hot tub or spa may be constructed at the rear of a Residence but within the Lot lines for personal, non-commercial use by the Owner with the Review Committee's prior approval. The Review Committee may require fencing or screening of such items.

(q) One (1) basketball goal may be erected on the Restricted Common Areas (i.e. driveway) adjacent to a Lot with the prior approval of the Review Committee.

(r) No fencing of any type shall be erected or installed on the Common Areas or Restricted Common Areas except fencing between rear patios where doghouses are located and all fencing materials, placement, size and type must be approved in advance by the Review Committee.

(s) Construction of a Residence shall be fully completed within twelve (12) months after excavation is started.

ARTICLE 11 USE RESTRICTIONS

11.1 General. Unless the Board of Directors, acting in its sole discretion, unanimously waives the application thereof (which waiver may not be granted if contrary to any specific prohibition set forth herein), the following restrictions are hereby placed on the Property.

11.2 Residence Use Only. Except as specifically provided herein, each Residence shall be used strictly as a family dwelling. No business shall be conducted, or carried on, in or from any Lot or Residence except (a) marketing or sales activities by the Developer and builders authorized to have model homes may be conducted from model homes and (b) with the approval of the Review Committee, conduct of a profession or home industry which does not involve (i) employees working at the Residence who are not permanently residing therein and (ii) customers regularly visiting the Residence to conduct business. Even if the foregoing are satisfied, the Review Committee may withhold its approval if it determines, in its sole discretion, the commercial activity is not compatible with the Subdivision for any reason, such as, without limitation, a daycare business which is prohibited.

11.3 Prohibited Buildings and Structures. No mobile home or trailer (with or without wheels), basement (without a Residence attached), moved house, manufactured house, tent, shack, barn, shed or other outbuilding or structure shall be constructed or located on any Lot at any time (except that tents used for temporary recreational or social purposes may be erected in the Common Area closest to a Residence).

11.4 Fences. No fences shall be permitted on any Lot, the Restricted Common Areas or the Common Area without the prior approval of the Review Committee. The construction methods, materials and location of all fences approved by the Review Committee shall harmonize with the external design of the Residences in the Subdivision. No wire or chain link fences shall be permitted. Under no circumstance shall any fence be permitted in violation of restrictions in the Plat or any ordinance approving the Plat or any other plat affecting the Property.

11.5 Mail Boxes. If mail delivery via centralized boxes in the Common Area is available, no other mailboxes shall be located on the Lots or the Restricted Common Areas. If such centralized mail delivery is unavailable, the Review Committee shall approve the design, appearance and location of all mailboxes erected or located on any Lot or the Restricted Common Areas.

11.6 Antennas and Other Projections. No television, radio, citizen's band, short wave or other antenna, satellite dish, solar panel, clothes line, pole (exclusive of basketball goals) or other unsightly projection shall be visible from the exterior of any Residence, including any attached to the Residence or located in the yard, the Restricted Common Areas or the Common Area. The Review Committee may, in its sole discretion, approve satellite dishes which are thirty-nine inches (39") or less in diameter or otherwise in size attached to the Residence permitted by applicable laws and regulations subject to all conditions which the Review Committee attaches to such approval, including the location and applicable screening of the dish, which conditions shall comply with all applicable laws and regulations. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

11.7 Garages. No garage may be improved for use as living area. All doors of garages of Residences which are visible from the curb shall be kept closed except when removing motor vehicles or other items from, or cleaning of, such garage.

11.8 Holiday Decorations. Christmas and other holiday lights and decorations may be located on the exterior of Residence on any Lot only between November 15 of each year and January 15 of the next. The method and means of installation of such lights and decorations shall be only as established or permitted by the Review Committee.

11.9 Septic Tanks. No septic tanks or other individual sewage disposal system may be constructed on any Lot or elsewhere on the Property.

11.10 Storage Tanks. No tank for storage of oil or other product may be maintained in any Residence, garage or on any Lot, whether above or below the surface of the ground.

11.11 Refuse. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, the Common Area or any of the Restricted Common Areas, except during construction of a Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day.

11.12 Signs; Advertising. Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in or on any Residence or visible from the interior of any Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot (or in the Common Area nearest the Lot) being sold or leased. The Developer may erect or place "bill board" type signs related to the Subdivision on any Lot owned by it or on any Common Area.

11.13 Nuisances. No activity shall be carried on in, on or from any Lot or Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood. The Owner shall be responsible for all activity carried on in, on or from a Lot or Residence whether or not the Owner is involved in, or has knowledge of, such activity.

11.14 Animals. At no time shall pit bulls, animals with vicious propensities by breed, bees, cows, horses, swine, goats, sheep, poultry, other domesticated farm animals, undomesticated (wild) animals, exotic animals or animals requiring special permits from the State of Missouri or United States of America be kept at any time in any Residence or on any Lot or in any Restricted Common Areas or the Common Area. Except as otherwise prohibited herein, dogs, cats and other household pets may be kept in a Residence provided they are not kept for breeding or other commercial purposes, are limited to no more than two (2) in total number and the keeping of such animals does not create any unsanitary condition. Doghouses or similar animal shelters shall be located on a patio in the back of a Residence and shall only be of such size, design and materials as approved by the Review Committee. Runs, kennels or similar structures shall not be permitted.

11.15 Vehicles. Except as provided below, no boats or motor vehicles, including automobiles, buses, campers, trailers, recreational vehicles, tractors, semi-tractors, semi-trailers, trucks or motorcycles, may be parked, stored or kept on any Lot or Restricted Common Areas (including driveways) except in an enclosed garage. However, one (1) passenger vehicle (i.e. automobile or pickup/light truck) in operable, driveable condition may be parked on a driveway at any time. Any other passenger vehicles, trucks, recreational trailers, campers, motorcycles and recreational vehicles not exceeding twenty (20) feet in total length which are owned by a person not permanently residing in the Residence on the Lot may be parked in the driveway or at the curb but for no more than twenty-four (24) consecutive hours and during no more than any portion of seven (7) out of fourteen (14) consecutive days. No major repair work shall be performed on any vehicle or boat while parked on the driveway or in the yard outside the garage or on any Street. All vehicles that are not driveable, whose presence makes an unsightly appearance or creates a nuisance or that are a hazard to life, health or public safety, shall not be parked or kept on any driveway, yard, Restricted Common Areas or at the curb for more than twenty-four (24) consecutive hours.

11.16 Occupancy; Repair. No Residence shall be occupied until it is fully completed, except for exterior painting and minor trim details. 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.

11.17 Storage of Construction Materials. No building material of any kind or character shall be placed or stored on any Lot or the Common Area until the Owner thereof has received required approval from the Review Committee for the project and is ready to commence construction. All material permitted to be stored on a Lot shall be placed only within the property lines of the Lot or Lots upon which the approved Improvements are to be constructed or on portions of the Common Area approved in advance by the Review Committee.

11.18 Landscaping Easement. Except as permitted by the Plat and the Review Committee or elsewhere herein, no Improvement or personal property of any Owner shall be located in any buffer strip shown on the Plat or any other plat affecting the Property or in any of the Restricted Common Areas or the Common Area.

11.19 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or by separate recorded instruments. No structure, except driveways, paved areas and approved fences, may be placed or permitted to remain within any utility easement which interferes with the construction or reconstruction and the proper, safe and continuous maintenance of the such utility easement. No structure, planting or other material shall be placed or permitted to remain on any drainage easements which (a) damages or interferes with the installation, use or maintenance of the easement, (b) changes the direction of flow of drainage channels in the easements, (c) obstructs or retards the flow of water through drainage channels or its collection in detention ponds or basins in the easements.

11.20 No Subdividing. No Lot may be subdivided.

11.21 No Mining Activities. No portion of the Property shall be used, at any time, for mining, boring, quarrying, drilling, refining or other operations involving, or related to, the extraction or exploitation of any subsurface natural resource of any kind. The prohibitions of this Article 11.21 may not, under any circumstances, be waived or amended by the Review Committee, the Board of Directors, the Owners or Members.

ARTICLE 12

DEDICATION AND USE OF STREETS, COMMON AREAS AND RESTRICTED COMMON AREAS

12.1 Streets. The Streets are shown on the Plat. 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 any Street. All Streets have been dedicated to the City, are under its control and no work is permitted thereon without prior approval of the City.

12.2 Common Areas and Restricted Common Areas. The Developer hereby dedicates the Common Areas and the Restricted Common Areas to the Association. The Developer will convey to the Association, by special warranty deed, the Common Areas and the Restricted Common Areas in their then present condition, upon the later of the date hereof and completion of the initial construction of any facilities or Improvements on any Common Area or Restricted Common Areas. Thereafter, the Developer shall have no further responsibility or obligation of any kind with respect to such Common Area or Restricted Common Areas. The Common Areas and the Restricted Common Areas shall be used only for their intended purposes. Private open areas, areas for monuments or similar structures and any detention facility areas are shown on the Plat and limited to such uses.

12.3 Maintenance of Common Areas and Restricted Common Areas. Except as otherwise specifically provided herein (including Articles 8.5 and 8.8 above), the Association shall maintain, manage, operate, replace, repair and improve all Common Areas and Restricted Common Areas, including all Improvements thereon. Any Owner damaging or abusing the Common Area or the Restricted Common Areas shall be responsible to the Association for all costs and expenses incurred by it to repair such damage, including full replacement of the damaged property. The Association may, but shall not be required to, maintain, manage, operate, replace, repair and improve all property located within the right-of-way of any Street, including, without limitation, street lights and sidewalks, if the Board of Directors determines, in their sole discretion, that it would be in the best interest of the Association and the Owners that the Association undertake such activities. The Association may contract with a Manager or third parties to carry out all activities permitted by this Article 12.3.

ARTICLE 13 EXPANSION PROPERTY

13.1 Reservation of Right to Expand. By amendment or supplement hereto, the Developer hereby reserves the absolute right to unilaterally expand the Property, from time to time, to include additional Lots, Common Area, Restricted Common Areas and other property in the Subdivision ("Expansion Property").

13.2 Declaration Operative to Expansion Property. The addition of Expansion Property shall be done by the Developer filing one or more Supplemental Declarations of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. The Supplemental Declaration shall describe the Expansion Property, together with any covenants, conditions, restrictions and easements particular thereto. Expansion Property may be added in stages by successive supplements or in one supplement expansion. The Expansion Property shall be subject to all of the terms and conditions of this Declaration.

13.3 Expansion of Definitions. If the Property included in the Subdivision is expanded as provided in this Article 13, all definitions used in this Declaration shall be automatically expanded to include such additional property. For example, "Lot" shall mean the Lots described in the Plat plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental plats, and "Declaration" shall mean this Declaration as supplemented.

ARTICLE 14 PROPERTY RIGHTS OF OWNERS

14.1 Owner's Easement of Enjoyment. Subject to the other terms of this Declaration, every Owner has a non-exclusive right in and easement of enjoyment of the Common Area (exclusive of areas set aside as the Restricted Common Areas). Such easement shall be appurtenant to, and pass with, title to every Lot.

14.2 Recorded Easements. The Property shall be subject to all easements as shown on the recorded Plat affecting the Property and to all other easements of record, or of use, as of the date this Declaration is recorded or as subsequently granted by the Association over or through the Common Area.

14.3 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 is reasonably necessary or incident to the construction of Residences on the Lots or other Improvements on the Property or other real property owned by the Developer. The Developer may not exercise the foregoing rights in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Lots or the Subdivision by the Owners.

14.4 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 any purpose, including, without limitation, to Streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions and exclusions for the best interest of all Owners and the Association. In exercising such right, the Association shall do so in order to serve all the Owners within the Subdivision.

14.5 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.

14.6 View. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, planting material or other item on any other part of the Subdivision, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from the affected Lot.

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

ARTICLE 15 INCIDENTS OF OWNERSHIP IN THE SUBDIVISION

15.1 Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot, including the Residence and other Improvements thereon, shall be presumed to be a gift, devise, bequest, transfer, encumbrance or other conveyance, respectively, of the entire Lot, including all easements, licenses and all other appurtenant rights (including rights to the Restricted Common Areas and Improvements therein related thereto) created by law or by this Declaration.

15.2 No Partition. The Common Area and the Restricted Common Areas 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 or the Restricted Common Areas.

15.3 Property Rentals. A Residence may be used for permanent or temporary occupancy by its Owner and the Owner's family, servants, agents, guests, invitees and tenants. The Owner may rent the Lot and Residence for one (1) year or more, subject to all the terms hereof, including those prohibiting use of the Residence for commercial purposes. Rentals for less than one (1) year are not permitted.

ARTICLE 16 DURATION OF DECLARATION; AMENDMENT

16.1 Term. The covenants, conditions, restrictions and easements set forth in this Declaration shall run with and bind the Property until December 31, 2025, after which time they shall be automatically extended for successive periods of ten (10) years each.

16.2 Amendment. Except as otherwise provided herein, at all times prior to the Turnover Date, this Declaration may be amended by Supplemental Declaration signed by the Developer and, after the Turnover Date, signed by the Owners holding a majority of votes possible to be cast under this Declaration and the Developer if it then owns any Lots. Except as otherwise provided herein, at all other times, this Declaration may be amended by Supplemental Declaration by an instrument signed by the Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Declaration. Proper approval of all amendments shall be shown by a certificate of the Secretary of the Association, attached to the Supplemental Declaration to be recorded, certifying that the signature of the Developer or, if required, the signatures of a sufficient number of Owners approving the amendment, are on file in the office of the Association. No amendment shall be effective until the Supplemental Declaration setting forth the approved amendment is recorded in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty. Such amendments may amend the terms of this Declaration as it effects all existing Lots, including terms which impose additional covenants, conditions, restrictions and easements on all such Lots. Any amendment that effects less than all existing Lots in the Subdivision shall be effective only as to those Lots where the Owners thereof agree to such amendment.

16.3 Revocation; Termination. This Declaration shall not be revoked or terminated at any time without the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes possible to be cast under this Declaration and the approval of the Developer at all times prior to the Turnover Date or while it owns any Lot. Such revocation or termination shall be evidenced and effective in the same manner as set forth in Article 16.2 for amendments hereof.

16.4 Amendments Requiring City Consent. Notwithstanding any other provision herein, no modification or amendment of this Declaration which conflicts with (a) the Plat, (b) any agreements entered into by the Developer and the City concerning the Subdivision or (c) any City ordinance or code, may be made or become effective without the prior written consent of the City.

ARTICLE 17 GENERAL PROVISIONS

17.1 Enforcement. Except as otherwise provided herein, the Association or the Board of Directors, the Developer and every Owner has the right and power to enforce, by a proceeding at law or in equity, all conditions, covenants, restrictions and easements set forth in this Declaration. Failure of the Association or the Board of Directors, the Developer or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at a subsequent time. Any person successfully enforcing any terms of this Declaration shall, in the discretion of a court of competent jurisdiction, be entitled to recover its reasonable attorneys' fees and costs from the person against whom this Declaration was enforced.

17.2 Severability. If any provision of this Declaration, or the application hereof to any circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Declaration and its application to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.3 Rule Against Perpetuities. Notwithstanding anything in this Declaration to the contrary, the creation of all interests 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.

17.4 Conflicts Between Documents. If this Declaration conflicts, in any way, with the Articles or Bylaws, this Declaration shall control.

17.5 Developer's Right to Assign. The Developer may, by appropriate agreement made expressly for that purpose, assign or convey to a Successor Developer all, or any part, of the rights, reservations and privileges herein reserved by the Developer. Upon recording of the assignment in the Office of the Recorder Deeds of Clay County, Missouri, at Liberty, the Developer's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document. Every Successor Developer shall have the rights of the Developer, including the right to transfer such rights set forth in this Article 17.5.

17.6 Release of Liability. None of the Developer, the Association, the Board of Directors or the members of the Review Committee, nor their respective officers, directors, stockholders, members, employees or agents, shall be liable to any person for any discretionary action taken or not taken under the terms hereof, including, without limitation, approval, disapproval or failure to approve of any application or enforcement or non-enforcement of the terms hereof.

17.7 Indemnification. To the fullest extent permitted by law, every director and officer of the Association, the members of the Review Board and the Developer (to the extent a claim may be brought against the Developer by reason of its election, appointment, removal or control over directors of the Association Board, its officers or members or the Review Board) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board of the Association, be indemnified by the Association against all liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of the Developer by reason of having elected, appointed, removed or controlled, or failed to control, officers or directors of the Association or members of the Review Board) whether or not he is a director, an officer or a member of the Review Board, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Association's Board shall determine, in good faith, that such officer, director, member of the Review Board or other person, or the Developer, did not act, fail to act or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent, in the performance of his or its duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise. Appropriate contractual liability insurance shall be obtained pursuant to Article 4 above to cover any liability exposure by virtue of the foregoing indemnification.

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.

{Corporate Seal}

By: Ora H Reynolds
Ora H. Reynolds, Vice President and General Manager
of Residential Development

ATTEST:

By: Donald K. Hagan
Donald K. Hagan, Assistant Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 30th day of March, 2000, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the same on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

(Notary Seal)

Connie S. Thomas
Signature of Notary Public

CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002
Typed or Printed Name of Notary

My Commission expires:

1-22-02

Exhibit A

Legal Description of Property Prior to Platting

A tract of land in the Southwest Quarter of Section 8, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 88°57'30" West along the South line of said Southwest Quarter, 832.93 feet; thence North 01°02'30" East, 179.41 feet to a point on the Northerly right-of-way line of NE 80th Street, as now established, said point being also the True Point of Beginning of the tract to be herein described; thence North 88°57'30" West along said Northerly line, 121.23 feet; thence South 78°26'30" West along said Northerly line, 141.67 feet; thence South 65°40'30" West along said Northerly line, 276.60 feet; thence North 88°57'30" West along said Northerly line, 124.35 feet; thence North 32°18'14" West, 337.92 feet; thence North 15°43'12" West, 342.20 feet; thence North 51°09'12" West, 403.08 feet; thence North 50°38'28" West, 311.69 feet; thence North 32°09'10" West, 314.59 feet to a point on the Southerly right-of-way line of Missouri Highway 152, as now established; thence South 76°42'31" East along said Southerly line, 233.46 feet; thence Easterly along said Southerly line, on a curve to the left, tangent to the last described course, having a radius of 3034.79 feet, an arc distance of 995.39 feet; thence North 85°35'47" East along said Southerly line, 210.37 feet; thence South 81°12'14" East along said Southerly line, 233.44 feet; thence South 01°13'47" West, 1034.80 feet to the True Point of Beginning. Containing 27.97 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

OCT 17 2000

Q 19674

FIRST SUPPLEMENT
TO
DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
BRIGHTON WOODS

THIS FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRIGHTON WOODS (this "Supplemental Declaration") is made and executed as of September 15, 2000, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On March 22, 2000, the Developer executed that certain subdivision plat entitled "BRIGHTON WOODS" (the "Plat"), covering the real property formerly legally described as shown therein (and on EXHIBIT A attached hereto and to the Declaration defined below) and platting the same into Tracts A, B and C, Lots 1 and 2 and the streets, roadways, private open space and other areas shown and marked thereon and as identified in the Declaration (the "Property"), which Plat was approved on April 27, 2000, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on May 25, 2000, in Cabinet E, at Sleeve 143, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

Q-1013

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods, dated March 30, 2000, which was recorded on May 25, 2000, under Document No. Q1015, in Book 3154, at Page 766, in said Recorder of Deeds' Office (as may be supplemented, amended and modified as therein provided, the "Declaration"), pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. Pursuant to Section 16.2 of the Declaration, at all times prior to the "Turnover Date" (which has not occurred), the Declaration may be amended by Supplemental Declaration signed by the Developer.

D. The Developer desires to amend Section 15.3 of the Declaration, entitled "Property Rentals", in the manner set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. Amendment of Section 15.3 of the Declaration. Section 15.3 of the Declaration, entitled "Property Rentals", is hereby amended by deleting current Section 15.3 in its entirety and substituting in lieu thereof the following:

"15.3 Property Rentals. A Residence may be used for permanent or temporary occupancy by its Owner and the Owner's family, servants, agents, guests, invitees and, during the periods permitted hereinafter, tenants. For a period of five (5) years after the date on which a permanent certificate of occupancy is issued for the first Residence constructed on a Lot in the Subdivision, no Lot and/or Residence thereon may be rented by any Owner to any person or entity. After the expiration of such 5-year period, any Owner may rent its Lot and/or Residence for one (1) year or more, subject to all the terms hereof, including those prohibiting use of the Residence for commercial purposes. Rentals for less than one (1) year are not permitted when applicable."

2. Definitions. All defined terms used in this Supplemental Declaration which are not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

BOOK 3213 PAGE 626

BOOK 3213 PAGE 627

3. **Ratification of Declaration.** The Developer hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, as amended hereby, which covenants, conditions, restrictions and easements shall run with the land and be binding upon the Owners, including the Developer, and their heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Property including any Lot.

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

HUNT MIDWEST REAL ESTATE
DEVELOPMENT, INC.

By: Ora H Reynolds
Ora H. Reynolds, Vice President and
General Manager of Residential Development

{Corporate Seal}

ATTEST:

By: Donald K Hagan
Donald K. Hagan, Secretary

STATE OF MISSOURI)
COUNTY OF CLAY) s.s.

STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. REC'D
00 OCT 17 P 2:50 PM
BOOK # 3213 PAGE 626
ROBERT T. SEVIER
RECORDER OF DEEDS
By Janessa Chudley
Deputy

On this 15 day of September, 2000, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods on behalf of said corporation, with full authority to do so, and she acknowledged that she executed the same as the free act and deed of said corporation.

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

{Notarial Seal}

Janet L. Carnahan
Signature of Notary Public

Janet L. Carnahan
Printed or Typed Name of Notary Public

My Commission Expires:

JANET L CARNAHAN
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JUNE 10, 2002

EXHIBIT A
TO
FIRST SUPPLEMENT
TO
DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
BRIGHTON WOODS

Legal Description of Property

Tracts A, B and C, and Lots 1 and 2, BRIGHTON WOODS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Legal Description of Property Prior to Platting

A tract of land in the Southwest Quarter of Section 8, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 88°57'30" West along the South line of said Southwest Quarter, 832.93 feet; thence North 01°02'30" East, 179.41 feet to a point on the Northerly right-of-way line of NE 80th Street, as now established, said point being also the True Point of Beginning of the tract to be herein described; thence North 88°57'30" West along said Northerly line, 121.23 feet; thence South 78°26'30" West along said Northerly line, 141.67 feet; thence South 65°40'30" West along said Northerly line, 276.60 feet; thence North 88°57'30" West along said Northerly line, 124.35 feet; thence North 32°18'14" West, 337.92 feet; thence North 15°43'12" West, 342.20 feet; thence North 51°09'12" West, 403.08 feet; thence North 50°38'28" West, 311.69 feet; thence North 32°09'10" West, 314.59 feet to a point on the Southerly right-of-way line of Missouri Highway 152, as now established; thence South 76°42'31" East along said Southerly line, 233.46 feet; thence Easterly along said Southerly line, on a curve to the left, tangent to the last described course, having a radius of 3034.79 feet, an arc distance of 995.39 feet; thence North 85°35'47" East along said Southerly line, 210.37 feet; thence South 81°12'14" East along said Southerly line, 233.44 feet; thence South 01°13'47" West, 1034.80 feet to the True Point of Beginning. Containing 27.97 acres, more or less.

BOOK 3213 PAGE 628

Q30156

JAN 19 2001

SECOND SUPPLEMENT
TO
DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
BRIGHTON WOODS

THIS SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRIGHTON WOODS (this "Supplemental Declaration") is made and executed as of January 15, 2001, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On March 22, 2000, the Developer executed that certain subdivision plat entitled "BRIGHTON WOODS" (the "Plat"), covering the real property formerly legally described as shown therein and on EXHIBIT A attached thereto, to the Declaration defined below and to this Supplemental Declaration, and platting the same into Tracts A, B and C, Lots 1 and 2, and the streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The Plat was approved on April 27, 2000, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on May 25, 2000, in Cabinet E, at Sleeve 143, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods, dated March 30, 2000, which was recorded on May 25, 2000, under Document No. Q-1015, in Book 3154 at Page 766, in such Recorder of Deeds' Office (the "Declaration"), as amended by First Supplement thereto dated September 15, 2000, recorded on October 17, 2000, under Document No. Q19674, in Book 3213, at Page 626, in said Recorder of Deeds' Office, pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purposes of protecting the value and desirability of the Property.

C. Pursuant to Article 16.2 of the Declaration, the Developer reserved to itself the right to amend and supplement the Declaration prior to the Turnover Date (as therein defined).

D. The Developer presently owns all of Tracts A, B and C, Lots 1 and 2 and the other areas shown on the Plat, other than those Lots, created by lot splits, which the Developer has sold and conveyed to Robert A. Washam Construction, Inc. (the "Builder") and which are described on EXHIBIT B attached hereto, and the Turnover Date has not yet occurred.

E. The Developer desires to amend and supplement the Declaration as set forth below and the Builder is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. Amendment of Article 6.12, Working Capital Fund Contributions. Article 6.12 of the Declaration is hereby amended by deleting the current Article 6.12 in its entirety and replacing it with the following new Article 6.12:

"6.12 Working Capital Fund Contribution. The Developer shall require the first Owner of a Lot (other than the Developer or the builder initially acquiring such Lot for purposes of constructing thereon a Residence for sale) to make a nonrefundable contribution to the working capital fund of the Association in an amount equal to three (3) times the monthly installment of Annual Assessments (i.e. one-fourth (1/4) of the Annual Assessment) against such Lot then in effect (a "Working Capital Contribution"). The Association shall maintain all such Working Capital Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder, including, without limitation, paying Common Expenses or meeting unforeseen expenditures. Such Working Capital Contribution shall not relieve an Owner from making payments of Assessments as they become due and is in addition thereto and nonrefundable in all events."

2. Amendment of Article 9, Party Walls and Related Matters. Article 9 of the Declaration is hereby amended by adding thereto new Article 9.11, Utilities' Easements, as follows:

"9.11 Utilities Easements. Easements are hereby granted through all attached Residences to the extent necessary or desirable for the installation, maintenance, repair and replacement of utilities lines, pipes, conduits, cables and other facilities commonly serving more than one (1) attached Residence. The responsibility for repairs and maintenance thereto shall be as set forth in Article 9.2 above."

3. Amendment to Article 10.5(k). Article 10.5(k) of the Declaration is hereby amended to read as follows:

"(k) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be run underground to each Lot provided that any such utilities commonly serving more than one (1) attached Residence may be run through the easements described in Article 9.11 above."

4. Ratification of Declaration. The Developer hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, as amended and supplemented hereby, which shall run with the land constituting the Property and be binding upon the Owners, their heirs, personal representatives, successors, transferees and assigns and all other persons or entities at any time having any right, title or interest in all or any part of the Property, any Lot or any Residence.


IN WITNESS WHEREOF, the Developer has caused this Supplemental 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.

{Corporate Seal}

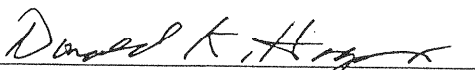
By:



Ora H. Reynolds, Vice President and General Manager
of Residential Development

ATTEST:

By:


Donald K. Hagan, Secretary

STATE OF MO.
CLAY COUNTY
I CERTIFY INSTR. REC'D
01 JAN 19 P 3:31
BOOK# 3248 PAGE# 512
RECORDED OF DEEDS
ROBERT T. SEVIER

CONSENT

The undersigned Builder, which owns the Lots constituting a part of the Property described on **EXHIBIT B** attached hereto, consents and agrees to the provisions contained in the foregoing Supplemental Declaration and acknowledges and agrees that the same shall be binding upon and apply to the Lots described on **EXHIBIT B** as well as the remainder of the Property.

ROBERT A. WASHAM CONSTRUCTION, INC.

By: _____

A handwritten signature in dark ink, appearing to be 'RWA', written over a horizontal line.

Robert A. Washam, President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 15th day of January, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

(Notary Seal)

Connie S Thomas
Signature of Notary Public
CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002

Typed or Printed Name of Notary

My Commission expires:

1-22-02

STATE OF MISSOURI)
) S.S.
COUNTY OF Clay)

On this 15th day of January, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared Robert A. Washam, who, being by me first duly sworn, did say that he is the President of Robert A. Washam Construction, Inc., a Missouri corporation, that he executed the foregoing consent on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

(Notary Seal)

Connie S Thomas
Signature of Notary Public
CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22, 2002

Typed or Printed Name of Notary

My Commission expires:

1-22-02

EXHIBIT A

Legal Description of Property Prior to Platting

A tract of land in the Southwest Quarter of Section 8, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 88°57'30" West along the South line of said Southwest Quarter, 832.93 feet; thence North 01°02'30" East, 179.41 feet to a point on the Northerly right-of-way line of NE 80th Street, as now established, said point being also the True Point of Beginning of the tract to be herein described; thence North 88°57'30" West along said Northerly line, 121.23 feet; thence South 78°26'30" West along said Northerly line, 141.67 feet; thence South 65°40'30" West along said Northerly line, 276.60 feet; thence North 88°57'30" West along said Northerly line, 124.35 feet; thence North 32°18'14" West, 337.92 feet; thence North 15°43'12" West, 342.20 feet; thence North 51°09'12" West, 403.08 feet; thence North 50°38'28" West, 311.69 feet; thence North 32°09'10" West, 314.59 feet to a point on the Southerly right-of-way line of Missouri Highway 152, as now established; thence South 76°42'31" East along said Southerly line, 233.46 feet; thence Easterly along said Southerly line, on a curve to the left, tangent to the last described course, having a radius of 3034.79 feet, an arc distance of 995.39 feet; thence North 85°35'47" East along said Southerly line, 210.37 feet; thence South 81°12'14" East along said Southerly line, 233.44 feet; thence South 01°13'47" West, 1034.80 feet to the True Point of Beginning. Containing 27.97 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 Supplemental Declaration to which this **EXHIBIT A** is attached.

EXHIBIT B

Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C and 5D, as parts of Lot 2, BRIGHTON WOODS, a subdivision in Kansas City, Clay County, Missouri, as created by recorded lot split certificates of survey.

Q 33305

FEB 15 2001

THIRD SUPPLEMENT
TO

DECLARATION OF HOMES ASSOCIATION
AND

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS # 3261 PAGE: 318
OF
BRIGHTON WOODS

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

01 FEB 15 A 10:05

ROBERT T. SEVIER
RECORDER OF DEEDS.

By *Mindy Moteale*
Deputy

THIS THIRD SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRIGHTON WOODS (this "Supplemental Declaration") is made and executed as of February 7, 2001, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On March 22, 2000, the Developer executed that certain subdivision plat entitled "BRIGHTON WOODS" (the "Plat"), covering the real property formerly legally described as shown therein and on EXHIBIT A attached thereto, to the Declaration defined below and to this Supplemental Declaration, and platting the same into Tracts A, B and C, Lots 1 and 2, and the streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The Plat was approved on April 27, 2000, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on May 25, 2000, in Cabinet E, at Sleeve 143, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods, dated March 30, 2000, which was recorded on May 25, 2000, under Document No. Q-1015, in Book 3154 at Page 766, in such Recorder of Deeds' Office (the "Declaration"), as amended by First Supplement thereto dated September 15, 2000, 2000, recorded on October 17, 2000, under Document No. Q19674, in Book 3213, at Page 626, in said Recorder of Deeds' Office, and by Second Supplement thereto dated January 15, 2001, recorded on January 19, 2001, under Document No. Q30156, in Book 3248 at Page 512, in said Recorder of Deeds' Office, pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purposes of protecting the value and desirability of the Property.

C. Pursuant to Article 16.2 of the Declaration, the Developer reserved to itself the right to amend and supplement the Declaration prior to the Turnover Date (as therein defined).

D. The Developer presently owns all of Tracts A, B and C, Lots 1 and 2 and the other areas shown on the Plat, other than those Lots, created by lot splits, which the Developer has sold and conveyed to Robert A. Washam Construction, Inc. (the "Builder") and which are described on EXHIBIT B attached hereto, and the Turnover Date has not yet occurred.

E. The Developer desires to amend and supplement the Declaration as set forth below and the Builder is willing to consent thereto.

BOOK 3261 PAGE 318

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. Amendment of Article 10.5(r). Article 10.5(r) of the Declaration is hereby amended to read as follows:

"(r) No fencing of any type shall be erected or installed on any Lot, the Common Areas or the Restricted Common Areas except for privacy fences between patios installed by builder at time of original construction."

2. Amendment to Article 11.4. Article 11.4 of the Declaration is hereby amended to read as follows:

"11.4 No Fences. No fences shall be permitted on any Lot, the Restricted Common Areas or the Common Areas except for privacy fences between patios installed by builder at time of original construction."

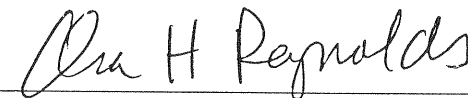
3. Ratification of Declaration. The Developer hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, as previously amended and supplemented as amended and supplemented hereby, which shall run with the land constituting the Property and be binding upon the Owners, their heirs, personal representatives, successors, transferees and assigns and all other persons or entities at any time having any right, title or interest in all or any part of the Property, any Lot or any Residence.

IN WITNESS WHEREOF, the Developer has caused this Supplemental 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.

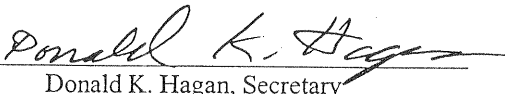
By:



Ora H. Reynolds, Vice President and General Manager
of Residential Development

ATTEST:

By:



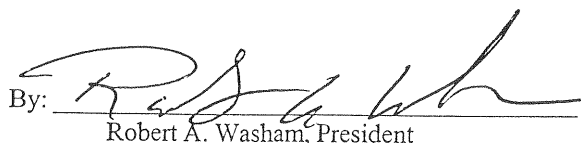
Donald K. Hagan, Secretary

CONSENT

The undersigned Builder, which owns the Lots constituting a part of the Property described on **EXHIBIT B** attached hereto, consents and agrees to the provisions contained in the foregoing Supplemental Declaration and acknowledges and agrees that the same shall be binding upon and apply to the Lots described on **EXHIBIT B** as well as the remainder of the Property.

ROBERT A. WASHAM CONSTRUCTION, INC.

By:



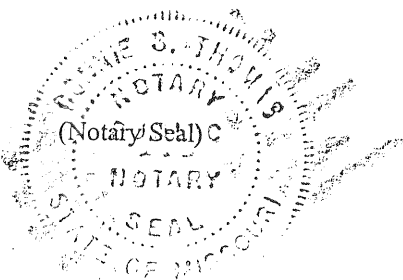
Robert A. Washam, President

BUL 3261 PAGE 319

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 7th day of February, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.



Connie S Thomas
Signature of Notary Public CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22,2002

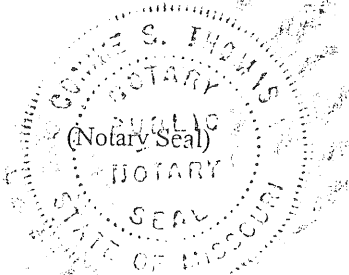
Typed or Printed Name of Notary

My Commission expires:

1-22-02

STATE OF MISSOURI)
) S.S.
COUNTY OF Clay)

On this 13th day of February, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared Robert A. Washam, who, being by me first duly sworn, did say that he is the President of Robert A. Washam Construction, Inc., a Missouri corporation, that he executed the foregoing consent on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.



Connie S Thomas
Signature of Notary Public CONNIE S THOMAS
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. JAN. 22,2002

Typed or Printed Name of Notary

My Commission expires:

1-22-02

EXHIBIT A

Legal Description of Property Prior to Platting

A tract of land in the Southwest Quarter of Section 8, Township 51, Range 32, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 88°57'30" West along the South line of said Southwest Quarter, 832.93 feet; thence North 01°02'30" East, 179.41 feet to a point on the Northerly right-of-way line of NE 80th Street, as now established, said point being also the True Point of Beginning of the tract to be herein described; thence North 88°57'30" West along said Northerly line, 121.23 feet; thence South 78°26'30" West along said Northerly line, 141.67 feet; thence South 65°40'30" West along said Northerly line, 276.60 feet; thence North 88°57'30" West along said Northerly line, 124.35 feet; thence North 32°18'14" West, 337.92 feet; thence North 15°43'12" West, 342.20 feet; thence North 51°09'12" West, 403.08 feet; thence North 50°38'28" West, 311.69 feet; thence North 32°09'10" West, 314.59 feet to a point on the Southerly right-of-way line of Missouri Highway 152, as now established; thence South 76°42'31" East along said Southerly line, 233.46 feet; thence Easterly along said Southerly line, on a curve to the left, tangent to the last described course, having a radius of 3034.79 feet, an arc distance of 995.39 feet; thence North 85°35'47" East along said Southerly line, 210.37 feet; thence South 81°12'14" East along said Southerly line, 233.44 feet; thence South 01°13'47" West, 1034.80 feet to the True Point of Beginning. Containing 27.97 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 Supplemental Declaration to which this **EXHIBIT A** is attached.

EXHIBIT B

Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C and 5D, as parts of Lot 2, BRIGHTON WOODS, a subdivision in Kansas City, Clay County, Missouri, as created by recorded lot split certificates of survey.

BOOK 3261 PAGE 322

Q92919

JAN 23 2002

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

02 JAN 23 P 3:18

BOOK # 3529 PAGE # 969
ROBERT T. SEVIER
RECORDER OF DEEDS

By [Signature] Clerk
[Signature] Dpt

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS)

Document Title: Fourth Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions And Easements of Brighton Woods
Document Date: January 21, 2002
Grantor/Developer Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: N/A
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161
Legal Description: See Exhibit A attached - PAGE 3
Reference Book and Page: Book 3154 at Page 766 (Document No. Q-1015)

FOURTH SUPPLEMENT
TO
DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
BRIGHTON WOODS

THIS FOURTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRIGHTON WOODS (this "Supplemental Declaration") is made and executed as of January 21, 2002, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On March 22, 2000, the Developer executed that certain subdivision plat entitled "BRIGHTON WOODS" (the "First Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached thereto and to the Declaration defined below, and platting the same into Tracts A, B and C, Lots 1 and 2, and the streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The First Plat was approved on April 27, 2000, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on May 25, 2000, in Cabinet E, at Sleeve 143, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods, dated March 30, 2000, which was recorded on May 25, 2000, under Document No. Q-1015, in Book 3154 at Page 766, in such Recorder of Deeds' Office (the "Declaration"), as amended by First Supplement thereto dated September 15, 2000, recorded on October 17, 2000, under Document No. Q19674, in Book 3213, at Page 626, in said Recorder of Deeds' Office, by Second Supplement thereto dated January 15, 2001, recorded on January 19, 2001, under Document No. Q30156, in Book 3248 at Page 512, and by Third Supplement thereto dated February 7, 2001, recorded on February 15, 2001, under Document No. Q3305, in Book 3261, at Page 318, in said Recorder of Deeds' Office, pursuant to which the Developer subjected the Property to certain covenants, conditions, restrictions and easements for the purposes of protecting the value and desirability of the Property.

C. Pursuant to Article 16.2 of the Declaration, the Developer reserved to itself the right to amend and supplement the Declaration prior to the Turnover Date (as therein defined) and the Turnover Date has not yet occurred.

D. Pursuant to Section 13.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include other property in the Subdivision, as defined therein.

BOOK 3529 PAGE 969

E. The Developer presently owns all of the real property legally described as shown on EXHIBIT A attached hereto (the "First Expansion Property") and desires to add it to and include it within the Subdivision pending development thereof.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. **Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand the Brighton Woods Property to include the additional property which constitutes the First Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon recording this Supplemental Declaration of record in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by this Supplemental Declaration to include the First Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in any plat subsequently covering the First Expansion Property, and (ii) all references to the "Declaration" shall mean the Declaration as previously supplemented and amended as set forth above and as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on First Expansion Property.** The property which constitutes the First Expansion Property shall be subject to all of the terms and conditions of the Declaration immediately upon recording of this Supplemental Declaration in the Office of the Recorder of Deeds for Clay County, Missouri, at Liberty.

5. **Ratification of Declaration.** The Developer hereby ratifies, affirms and confirms all, provisions, agreements, covenants, conditions, restrictions and easements contained in the Declaration, as previously amended and supplemented and as amended and supplemented hereby, which shall run with the land constituting the Property and be binding upon the Owners, their heirs, personal representatives, successors, transferees and assigns and all other persons or entities at any time having any right, title or interest in all or any part of the Property, any Lot or any Residence.

IN WITNESS WHEREOF, the Developer has caused this Supplemental 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:

Ora H Reynolds

Ora H. Reynolds, Vice President and General Manager
of Residential Development

ACKNOWLEDGMENT

STATE OF MISSOURI)

) S.S.

COUNTY OF CLAY)

On this 21st day of January, 2002, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

(Notary Seal)

Donna K Willis

Signature of Notary Public
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY

Name of Notary

Typed or Printed

My Commission expires:

11/1/05

EXHIBIT A

Legal Description of First Expansion Property

All that part of the Southwest Quarter of Section 8, Township 51, Range 32, Kansas City, Cay County, Missouri, being described as follows:

Commencing at the Northeast corner of said Southwest Quarter; thence North 89°01'49" West, along the North line of said Southwest Quarter, 1313.00 feet; thence South 0°58'11" West, 30.00 feet to a point on the Southerly right-of-way line of Northeast Barry Road, as now established, said point being the True Point of Beginning of the tract to be herein described; thence continuing South 0°58'11" West, 340.00 feet; thence South 89°01'46" East, 540.00 feet; thence South 0°58'11" West, 558.68 feet to a point on the Northerly right-of-way line of Missouri Route 152, as now established; thence South 66°08'11" West, along said Northerly right-of-way line, 164.23 feet; thence South 85°35'47" West, along said Southerly right-of-way line, 360.37 feet; thence Westerly, along said Southerly right-of-way line, on a curve to the right, tangent to the last described course, having a radius of 2684.79 feet, a central angle of 28°12'56", an arc distance of 1322.14 feet; thence North 67°31'26" West, along said Northerly right-of-way line, 43.02 feet to a point on the West line of said Southwest Quarter; thence North 0°14'47" East, along said West line, 786.94 feet to a point on the Southerly line of said Northeast Barry Road; thence South 89°01'49" East, along said Southerly line, 1311.42 feet to the True Point of Beginning. Containing 36.32 acres, more or less.

BOOK 3529 PAGE 971

R28715

AUG 14 2002

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

02 AUG 14 P 2:55 8

BOOK# 3723 PAGE# 88
ROBERT T. SEVIER
RECORDER OF DEEDS
B. Charles Carter
D. J. Carter

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS)

Document Title: Fifth Supplement to Declaration of Homes Association and Covenants,
Conditions, Restrictions And Easements of Brighton Woods
Document Date: August 12th, 2002
Author/Developer Names: Hunt Midwest Real Estate Development, Inc.
Attorney Names: N/A
Attorney Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161
Legal Description: See Exhibit A attached *Page 3*
Reference Book and Page: Book 3154 at Page 766 (Document No. Q-1015)

**FIFTH SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION
AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIGHTON WOODS**

THIS FIFTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRIGHTON WOODS (this Supplemental Declaration) is made and executed as of August 12th, 2002, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On March 22, 2000, the Developer executed that certain subdivision plat entitled "BRIGHTON WOODS" (the "First Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached thereto and to the Declaration defined below, and platting the same into Tracts A, B and C, Lots 1 and 2, and streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The First Plat was approved on April 27, 2000, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on May 25, 2000, in Cabinet E, at Sleeve 143, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods, dated March 30, 2000, which was recorded on May 25, 2000, under Document No. Q-1015, in Book 3154 at Page 766, in such Recorder of Deeds' Office (the "Declaration"), amended by First Supplement thereto dated September 15, 2000, recorded on October 17, 2000, under Document No. Q19674, in Book 3213, at Page 626, by Second Supplement thereto dated January 15, 2001, recorded on January 15, 2001, under Document No. Q30156, in Book 3248 at Page 512, by Third Supplement thereto dated February 7, 2001, recorded on February 15, 2001, under Document No. Q33305, in Book 3261, at Page 318 and by Fourth Supplement thereto dated January 21, 2002, recorded on January 23, 2002, under Document No. Q92919, in Book 3154 at Page 969, in said Recorder of Deeds' Office, pursuant to which the Developer subjected the Property, as expanded, to certain covenants, conditions, restrictions and easements for the purposes of protecting the value and desirability of the Property.

C. The Property, as expanded, is legally described as shown on EXHIBIT A attached hereto.

02072507
STEWART TITLE (3) 29

EXHIBIT A
TO
FIFTH SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION
AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIGHTON WOODS

Legal Description of Property, As Expanded

1. Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C, 18D, 19A, 19B, 19C, 19D, 20A, 20B, 20C, 20D, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D, 24A, 24B, 24C, 24D, 25A, 25B, 25C, 25D, 26A, 26B, 26C, 26D, 27A, 27B, 27C and 27D, as parts of Lot 2, BRIGHTON WOODS, a subdivision in Kansas City, Clay County, Missouri, as created by lot split certifications of survey.
2. Lots 28A, 28B, 28C, 28D, 29A, 29B, 29C, 29D, 30A, 30B, 30C, 30D, 31A, 31B, 31C, 31D, 32A, 32B, 32C, 32D, 33A, 33B, 33C, 33D, 34A, 34B, 34C, 34D, 35A, 35B, 35C, 35D, 36A, 36B, 36C, 36D, 37A, 37B, 37C, 37D, 38A, 38B, 38C, 38D, 39A, 39B, 39C, 39D, 40A, 40B, 40C, 40D, 41A, 41B, 41C and 41D, as parts of Lot 1, BRIGHTON WOODS, a subdivision in Kansas City, Clay County, Missouri, as created by lot split certifications of survey.
3. Lots 7A, 7B, 7C and 7D, as parts of Lot 2, BRIGHTON WOODS, a subdivision in Kansas City, Clay County, Missouri, to be created by lot split certifications of survey.
4. All that part of the Southwest Quarter of Section 8, Township 51, Range 32, Kansas City, Cay County, Missouri, being described as follows:

Commencing at the Northeast corner of said Southwest Quarter; thence North 89°01'49" West, along the North line of said Southwest Quarter, 1313.00 feet; thence South 0°58'11" West, 30.00 feet to a point on the Southerly right-of-way line of Northeast Barry Road, as now established, said point being the True Point of Beginning of the tract to be herein described; thence continuing South 0°58'11" West, 340.00 feet; thence South 89°01'46" East, 540.00 feet; thence South 0°58'11" West, 558.68 feet to a point on the Northerly right-of-way line of Missouri Route 152, as now established; thence South 66°08'11" West, along said Northerly right-of-way line, 164.23 feet; thence South 85°35'47" West, along said Southerly right-of-way line, 360.37 feet; thence Westerly, along said Southerly right-of-way line, on a curve to the right, tangent to the last described course, having a radius of 2684.79 feet, a central angle of 28°12'56", an arc distance of 1322.14 feet; thence North 67°31'26" West, along said Northerly right-of-way line, 43.02 feet to a point on the West line of said Southwest Quarter; thence North 0°14'47" East, along said West line, 786.94 feet to a point on the Southerly line of said Northeast Barry Road; thence South 89°01'49" East, along said Southerly line, 1311.42 feet to the True Point of Beginning. Containing 36.32 acres, more or less.

BOOK 3723 PAGE 90

D. Pursuant to Article 16.2 of the Declaration, the Developer reserved to itself the right to amend and supplement the Declaration prior to the Turnover Date (as therein defined) and the Turnover Date has not yet occurred.

E. The Developer desires to amend the Declaration to delete Subsection 10.5(f) in the manner set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. Amendment to Delete Subsection 10.5(f) of the Declaration. Subsection 10.5(f) of the Declaration is hereby deleted therefrom in its entirety.
2. Definitions. All defined terms used in this Supplemental Declaration, which are not otherwise defined herein, shall have the meaning ascribed to them in the Declaration.
3. Ratification of Declaration. The Developer hereby ratifies, affirms and confirms all, provisions, agreements, covenants, conditions, restrictions and easements contained in the Declaration, as previously amended and supplemented and as amended and supplemented hereby, which shall run with the land constituting the Property and be binding upon the Owners, their heirs, personal representatives, successors, transferees and assigns and all other persons or entities at any time having any right, title or interest in all or any part of the Property, any Lot or any Residence.

IN WITNESS WHEREOF, the Developer has caused this Supplemental 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.

{Corporate Seal}

By: Ora H. Reynolds
Ora H. Reynolds, Vice President and General Manager
of Residential Development

ATTEST:

By: Donald K. Hagan
~~Donald K. Hagan, Secretary~~
Ron Anderson, Asst. Sec.

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 12th day of August, 2002, before me, the undersigned Notary Public in and for said County and State, personally appeared Ora H. Reynolds, who, being by me first duly sworn, did say that she is the Vice President and General Manager of Residential Development of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that she executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that she acknowledged that she so executed the same as the free act and deed of said corporation for the purposes therein stated.

(Notary Seal)

Donna K. Willis
Signature of Notary Public DONNA K WILLIS
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. NOV. 1, 2005
Typed or Printed Name of Notary

My Commission expires:

11/1/05

R28715

AUG 14 2002

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

02 AUG 14 P 2:55 P

BOOK 3723 PAGE 88
ROBERT J. SEVIER
RECORDER OF DEEDS
J. Charles Carter
Deputy

88

BOOK 3723 PAGE

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS)

Document Title: Fifth Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions And Easements of Brighton Woods
Document Date: August 12th, 2002
Grantor/Developer Names: Hunt Midwest Real Estate Development, Inc.
Grantee Names: N/A
Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161
Legal Description: See Exhibit A attached **Page 3**
Reference Book and Page: Book 3154 at Page 766 (Document No. Q-1015)

**FIFTH SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION
AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BRIGHTON WOODS**

THIS FIFTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRIGHTON WOODS (this "Supplemental Declaration") is made and executed as of August 12th, 2002, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), with its principal office and mailing address at Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

A. On March 22, 2000, the Developer executed that certain subdivision plat entitled "BRIGHTON WOODS" (the "First Plat"), covering the real property formerly legally described as shown therein and on Exhibit A attached thereto and to the Declaration defined below, and platting the same into Tracts A, B and C, Lots 1 and 2, and the streets, roadways, private open space and other areas shown and marked thereon (the "Property"). The First Plat was approved on April 27, 2000, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on May 25, 2000, in Cabinet E, at Sleeve 143, in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty.

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Brighton Woods, dated March 30, 2000, which was recorded on May 25, 2000, under Document No. Q-1015, in Book 3154 at Page 766, in such Recorder of Deeds' Office (the "Declaration"), as amended by First Supplement thereto dated September 15, 2000, recorded on October 17, 2000, under Document No. Q19674, in Book 3213, at Page 626, by Second Supplement thereto dated January 15, 2001, recorded on January 19, 2001, under Document No. Q30156, in Book 3248 at Page 512, by Third Supplement thereto dated February 7, 2001, recorded on February 15, 2001, under Document No. Q33305, in Book 3261, at Page 318 and by Fourth Supplement thereto dated January 21, 2002, recorded on January 23, 2002, under Document No. Q92919, in Book 3529, at Page 969, in said Recorder of Deeds' Office, pursuant to which the Developer subjected the Property, as expanded, to certain covenants, conditions, restrictions and easements for the purposes of protecting the value and desirability of the Property.

C. The Property, as expanded, is legally described as shown on **EXHIBIT A** attached hereto.

02072507
STEWART TITLE (3) 29