

NO. 1710 F. 270  
STATE OF MISSOURI



Rebecca McDowell Cook  
Secretary of State

CORPORATION DIVISION  
CERTIFICATE OF INCORPORATION  
MISSOURI NONPROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF  
THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC.

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF  
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE  
REQUIREMENTS OF MISSOURI NONPROFIT CORPORATION LAW;

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE  
OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN  
ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY  
CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO  
ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER  
THE MISSOURI NONPROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY  
HAND AND IMPRINTED THE GREAT SEAL OF  
THE STATE OF MISSOURI, ON THIS, THE  
25TH DAY OF MARCH, 1997.

*Rebecca McDowell Cook*  
Secretary of State



\$25.00

Honorable Rebecca McDowell Cook  
Secretary of State  
State of Missouri  
P.O. Box 778  
Jefferson City, MO 65102

## ARTICLES OF INCORPORATION

of

### THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC.

The undersigned:

Paul J. Robben  
c/o Woodstone, Inc.  
16012 Metcalf  
Stilwell, Kansas 66085

being a natural person of the age of eighteen (18) years or more and a citizen of the United States, for the purpose of forming a corporation under the "Missouri Nonprofit Corporation Act" (the "Act"), does hereby adopt the following Articles of Incorporation:

#### ARTICLE I

##### CORPORATE NAME

The name of the corporation is "THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC." (the "Association").

#### ARTICLE II

##### REGISTERED OFFICE AND RESIDENT AGENT

The registered office of the Association is located in the State of Missouri at 2300 Main Street, Suite 1100, in the City of Kansas, County of Jackson. The name of its resident agent at such address is BSMWL, Inc.

FILED AND CERTIFICATE OF  
INCORPORATION ISSUED

MAR 25 1997

KC1-13452.1

*Rebecca McDowell Cook*  
SECRETARY OF STATE

### ARTICLE III

#### NO CAPITAL STOCK

The Association shall not have authority or power to issue capital stock.

### ARTICLE IV

#### PURPOSE AND POWERS OF THE ASSOCIATION

The Association is a mutual benefit corporation. The purpose for which the Association is formed is to act as a non-profit homes association for the property owners in the subdivision located in Lee's Summit, Missouri known as "THE MEADOWS OF WINTERSET," and for the property owners in any other area or areas which may hereafter be brought within the jurisdiction of the Association as provided in the Declaration (hereinafter defined), and for this purpose to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Articles of Incorporation and Bylaws of the Association, as amended from time to time, and in that certain Meadows of Winterset Homes Association Declaration, dated as of November 1, 1995 (hereinafter referred to as the "Declaration") and recorded as instrument number 1384192 in Volume 2767 at Page 1390 in the Office of the Register of Deeds, Jackson County, Missouri, as amended and supplemented from time to time;

(b) Fix, levy, collect and enforce, by any lawful means, payment of all charges and assessments made pursuant to the terms of the Declaration or Bylaws of the Association; pay all expenses in connection therewith and all other expenses incidental to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, or dispose of real or personal property in connection with the affairs of the Association;

(d) Borrower money and mortgage, pledge, encumber, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) Have and exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Missouri may now or hereafter have or exercise; provided, however, that none of the powers, rights or privileges of the Association shall be exercised to carry on activities (otherwise than as an insubstantial part of its activities) which are not in furtherance of the purpose for which the Association is formed or not in accordance with the provisions of Section 355.025 of the Act.

## ARTICLE V

### MEMBERSHIP

Membership in the Association shall be limited to persons or entities who are owners of the fee interest or of an undivided portion of the fee interest in any Lot (as defined in the Declaration) which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

No member of the Association shall be personally liable for the debts or any other liabilities of the Association.

## ARTICLE VI

### BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a board of directors. The first board of directors shall consist of Paul J. Robben, 16897 Meadow Lane, Belton, Missouri 64012, who shall be vested with the power and authority to adopt the initial Bylaws of the Association and who shall hold office until his successors have been duly elected and qualified, all as provided in the Bylaws. Thereafter, the number of directors shall be fixed by the Bylaws, as amended from time to time, and directors shall be elected or appointed in the manner and for the terms provided in the Bylaws.

## ARTICLE VII

### DISSOLUTION

The Association may be dissolved in the manner provided by the laws of the State of Missouri. Upon dissolution of the Association and after payment of all debts and satisfaction of all liabilities and obligations of the Association, the remaining assets, both real and personal of the Association, shall be dedicated to an appropriate government entity or public agency determined by the board of directors to be devoted to purposes as nearly as practicable the same as those to which they were to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization determined by the board of directors to be devoted to purposes as nearly as practicable the same as those to which they were to be devoted by the Association.

ARTICLE IXDURATION

The Association shall have perpetual existence.

ARTICLE XBYLAWS

The original Bylaws of the Association shall be adopted by the initial director named herein. Thereafter, the Bylaws may be amended as provided therein.

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Missouri, I, the undersigned, constituting the incorporator of the Association, have executed these Articles of Incorporation this 20 day of March, 1997.

Paul J. Robben  
Paul J. Robben

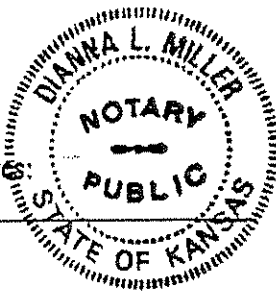
STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 20 day of March, 1997, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul J. Robben, who duly acknowledged before me that he executed the foregoing instrument.

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

My Commission Expires:

11/22/97



Dianna L. Miller  
Notary Public in and for said County and State

FILED AND CERTIFICATE OF  
INCORPORATION ISSUED

MAR 25 1997

Michael McDonald  
SECRETARY OF STATE

COPY

## ASSIGNMENT OF RIGHTS AGREEMENT

THIS ASSIGNMENT OF RIGHTS AGREEMENT ("Assignment") is entered into this 24 day of March, 1997, by and between SOUTHLAND DEVELOPERS, L.L.C., a Missouri limited liability company ("Assignor"), and LONGVIEW INVESTORS, L.L.C., a Missouri limited liability company ("Assignee").

### RECITALS

A. Assignor recorded with the Recorder of Deeds Office for Jackson County, Missouri: (i) that certain Declaration of Restrictions to the Meadows of Winterset, dated November 1, 1995, recorded on November 20, 1995 as instrument No. 1384192, in Book 2767 at Page 1390, as amended by Amendment to Declaration of Restrictions to Meadows of Winterset dated August 27, 1996 and recorded on September 9, 1996 as instrument No. 0056835 in Book 2894 at Page 883; (ii) that certain Declaration of Restrictions to the Glen at Meadows dated December 3, 1996 and recorded on December 4, 1996 as instrument No. 0075695, at Book 2932 at Page 2366 (collectively, the "Restrictions"); and (iii) that certain document entitled the Meadows of Winterset Homes Association Declaration, dated November 28, 1995 and recorded on November 29, 1995 as instrument No. 1385789 in Book 2770 at Page 2049 as amended by Amendment to Homes Association Declaration dated August 27, 1996 and recorded on September 9, 1996 as instrument No. 0056836 at Book 2894, Page 885, and as further amended by Amendment to Homes Association Declaration dated December 3, 1996 and recorded on December 4, 1996 as instrument No. 0075696 at Book 2932, Page 2378 (the "Declaration").

B. Both the Restrictions and the Declaration affect that certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. Assignor has sold virtually all of its assets to Assignee and in connection therewith desires to transfer, assign and convey to Assignee and to its successors, assigns and transferees, all of Assignor's rights, powers, reservations and privileges under the Restrictions and the Declaration with respect to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor on its behalf and for its successors, assigns and grantees, hereby covenants and agrees as follows:

1. The recitals set forth above are true and correct and incorporated herein by this reference.

2. Assignor hereby transfers, assigns and conveys to Assignee and to its successors, assigns or transferees, all of Assignor's rights, powers, reservations and privileges under the Restrictions and the Declaration.

3. Assignee hereby assumes all of Assignor's rights, powers, reservations and privileges under the Restrictions and the Declaration.

4. The laws of the state of Missouri shall govern the validity, enforcement and interpretation of this Assignment.

5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

6. Assignee agrees to perform or cause to be performed any and all such further acts as may be reasonably necessary to give effect to the agreement hereinabove set forth.

IN WITNESS WHEREOF, the undersigned has set their hand hereto on the date hereinabove set forth.

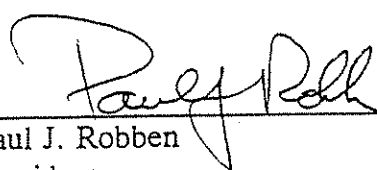
**SOUTHLAND DEVELOPERS, L.L.C.**  
a Missouri limited liability company

STATE OF MISSOURI  
COUNTY OF JACKSON  
CERTIFY INSTRUMENT RECEIVED

1997 MAR 31 P 3:01.5

RECORDED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DIRECTOR OF RECORDS

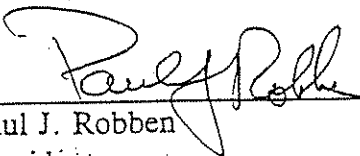
By: Woodstone, Inc.,  
a Kansas corporation  
Its Managing Member

By:   
Paul J. Robben  
President

LONGVIEW INVESTORS, L.L.C.  
a Missouri limited liability company

By: LONGVIEW BUILDERS, L.L.C.  
a Missouri limited liability company  
Its Managing Member

By: Woodstone, Inc.,  
a Kansas corporation  
Its Managing Member

By:   
Paul J. Robben  
President

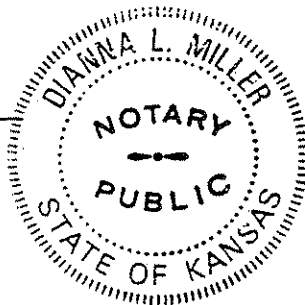
STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss.

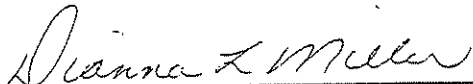
On this 24 day of March, 1997, before me, appeared Paul J. Robben, to me personally known, who being by me duly sworn, did say that he is the President of Woodstone, Inc., a Kansas corporation, such person being known to me to be the same officer who executed, as such officer, the foregoing instrument on behalf of said corporation, and duly acknowledged the execution of the same to be the 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.

My term expires:

11/22/97  
(SEAL)



  
Notary Public

Printed Name: DIANNA L. MILLER



## EXHIBIT A

Lots 1 through 63 inclusive and tracts A, B and C, First Plat, MEADOWS OF WINTERSET, a subdivision in the City of Lee's Summit, Jackson County, Missouri;

Lots 64 through 128 inclusive and tract D, Second Plat, MEADOWS OF WINTERSET, a subdivision in the City of Lee's Summit, Jackson County, Missouri;

Lots 1 through 65, First Plat, THE GLEN AT MEADOWS OF WINTERSET, a subdivision in the City of Lee's Summit, Jackson County, Missouri.

THE MEADOWS OF WINTERSET  
HOMES ASSOCIATION  
DECLARATION

12770F

KNOW ALL MEN BY THESE PRESENTS:

30  
300  
400  
26.00  
36.00  
J. [Signature]  
That SOUTHLAND DEVELOPER'S, L.L.C., a Missouri limited liability company, as the owner of the following described real estate situated in Lee's Summit, Jackson County, Missouri, known as the Meadows of Winterset and tracts A, B, and C. Lots 1 thru 63, does hereby create and establish by this declaration (the "Declaration") an association to be known as The Meadows of Winterset Homes Association, a Missouri not-for-profit corporation (the "Association").

Section 1. Definitions. For purposes of this Declaration, the following terms shall have the following meanings:

- (1) "District" shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above and shown on the Plat (as hereinafter defined). If or when other land shall be added, in the manner hereinafter provided, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration, including any future modification thereof.
- (2) "Improved Property" shall mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of being erected. Any such tract may consist of one or more contiguous Lots (as hereinafter defined) or part or parts thereof. Any other land covered by this Declaration shall be deemed to be vacant and unimproved.
- (3) "Common Area" shall mean all streets, all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the Owners (as hereinafter defined), or which may, with appropriate consent, be used by all of the Owners.
- (4) "Owners" shall mean those persons or corporations who may from time to time own in fee simple a Lot or Lots within the District.
- (5) "Restrictions" shall specifically include those contained in the "Declaration of Restrictions" of The Meadows of Winterset filed in the office of the Register of Deeds, Jackson County, Missouri, on November 20, 1995, as Document No.

147707208

I304192, beginning on Page \_\_\_\_\_ of Volume \_\_\_\_\_, and all amendments thereto.

- (6) "Lot" shall mean any lot within the District shown as a separate lot on the Plat (as hereinafter defined), as amended from time to time.
- (7) "Developer" shall mean Southland Developer's, L.L.C., a Missouri limited liability company.
- (8) "Assessment" shall mean those charges and assessments made against any Lot or Lots pursuant to Section 5 of this Declaration.
- (9) "Plat" shall mean the document recorded with the Register of Deeds of Jackson County, Missouri by the Developer, as Document No. I1380084 dated October 30, 1995, in Book \_\_\_\_\_ at Page \_\_\_\_\_.
- (10) "Bylaws" shall mean the bylaws of the Association, and all amendments thereto filed with the Secretary of State of Missouri.

Section 2. Homes Association. Membership. Voting and Management.

1. The Owners of each Lot in the District, together with the Owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of the Association. Membership in the Association shall be limited to the Owners of land within the boundaries of the District as it exists from time to time. The Association shall be the sole judge of the qualifications of its members and or their rights to participate in its meetings.

2. The Association shall have two (2) classes of voting membership as follows:

(a) Class A. Each Owner, with the exception of the Developer, of a Lot in the District shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot which he owns. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to ten (10) votes for each Lot within the District in which the Developer holds fee simple title.

3. No Lot shall be entitled to any of the benefits, improvements or services provided by the Association unless the Owner or Owners thereof shall have subjected their Lot or Lots to the terms of this Declaration and to the Assessments.

4. The Owners shall have the exclusive right to the use of all Common Areas as designated on the Plat or as otherwise designated herein. The Association shall have the right and the power to make reasonable rules and regulations which shall govern the use of the Common Areas.

Section 3. Extension of District. Developer may from time to time add to the District such land as is now or hereafter owned or approved for addition by Developer, provided that the land so added to the District shall be bound at the time by all terms of this Declaration and any future modifications thereof.

Section 4. Powers and Duties of Home Association. In addition to the powers granted by other portions of this Declaration or by law, the Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of the Declaration, including, without limitation:

- (a) To care for, spray, trim, protect and replant trees on all streets and in other Common Areas where trees have once been planted, when such services are not available from any public source; and to care for, protect and replant shrubbery, and resow grass and replace sod in the parks which are in the streets and in any Common Areas set aside for the general use of the Owners, or to which the Owners have access and the use thereof.
- (b) To provide for the maintenance of Common Areas, and also to provide for the maintenance of any streams and natural watercourses within the District.
- (c) To provide for the operation and maintenance of swimming facilities which may hereafter be erected, for the exclusive use and enjoyment of members of the Association and members of their families who reside in the District, and establish rules for the use and management of such facilities.
- (d) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the Common Areas within the District.
- (e) To levy and collect the Assessments. The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem necessary or desirable, to-wit:
  - (1) To enforce, either in its own name or in the name of any Owner within the District, the Restrictions which may have been heretofore or may hereafter be imposed upon any of the Lots in the District, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of the Restrictions being made by the parties having the right to



make such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plats in which such Restrictions are set forth, nor shall it serve to prevent the assignment of those rights by proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any of the Restrictions.

(2) To manage and control as trustee for its members all public improvements upon and to the Lots in the District, or improvements in Common Areas, provided that such management and control of said improvements shall at all times be subject to any City, Township, County and State, or any of them in which the Lots within the District are located.

(3) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

(4) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the Association and to keep any vacant and unimproved land and the parking in front of any land in the District neat in appearance and in good order.

(5) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(6) To provide such lights as the Association may deem advisable in the Common Areas, when such facilities are not available from any public source.

(7) To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(8) To erect and maintain signs for the marking of streets and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(9) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(10) To exercise control over such easements as it may acquire from time to time.

(f) Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Developer shall have the right at its option to perform the duties, assume the obligations, and collect the Assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein provided for without the consent of Association shall not assume any of the rights herein provided for without the consent of Developer and the Developer's relinquishment of its rights as temporary trustee.

#### Section 5. Method of Providing General Funds.

1. For the purpose of providing a general fund to enable the Association to exercise the powers, and maintain the improvements and render the services herein provided for all land within the boundaries of the District, except the Lots owned by Developer, on the first day of each fiscal year of the Association as hereinafter defined, each Owner shall be subject to an annual Assessment which may be levied by the Association from year to year and shall be paid to the Association annually in advance by the respective Owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the Lots in the Plat, except as herein provided, together with such other land as may from time to time be added to the District as herein provided. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual Assessment not exceeding \$160 until operational completion of the amenities area and \$360 thereafter, for each Lot within the District as now or hereafter established. Notwithstanding anything to the contrary contained herein, if in the sale of land within the District any Lot or Lots be divided into one or more building sites (a "Building Site"), each Building Site shall be for a single residence and may consist of a part or parts of one or more Lots as platted. For the purpose of levying the Assessment each of the Building Sites shall constitute one Assessment unit and shall be liable for each annual Assessment in the same way and manner as one platted Lot under a single ownership. For the purpose of levying the Assessment, the Association, shall be the sole judge as to what may from time to time constitute a Building Site under the provisions of this paragraph.

2. The annual Assessment upon each Lot or Building Site may be increased by an amount not exceeding fifty percent of the \$360 maximum annual Assessment which the Association may levy and collect from year to year. No increase of the annual Assessment may be made unless a meeting of the members is specially called for that purpose (the "Special Meeting"). The Special Meeting must be held prior to the date on which the Assessment is levied for the year for which such increase is proposed. No increase in the annual Assessment shall be effective unless fifty-one percent (51%) of those present at the Special Meeting authorize the increase by an affirmative vote therefor. Whenever the Association may deem it advisable to submit to the members a proposal for increasing the amount of the annual Assessment for a particular year, it shall notify the members of the Association by mailing to such members of such meeting, giving the time and place at which it is to be held and the fact that an increase in the amount of the annual Assessment is to be voted upon at the Special Meeting. No increase in the amount of the annual Assessment may be made for more than one year at a time.

3. The first Assessment shall become due on the first day of the month following the conveyance of a Lot in the District from Developer, or a builder to a third-party. The initial Assessment shall be in an amount not exceeding \$30 for each full calendar month beginning with said Assessment date to and including the next succeeding month of May. Thereafter, Assessments shall be for the fiscal year beginning June 1st, and shall be fixed and levied prior to June 1st of each year and shall be payable on that date, and thereafter the Assessment shall be due and payable on June 1st of each year. It will be the duty of the Association to notify, in accordance with the Bylaws, all Owners whose address is listed with the Association giving the amount of the Assessment on each Lot owned by the Owners, and the date when such Assessment is due. Failure of the Association to levy the Assessment prior to June 1st of each year for the next succeeding fiscal year beginning on June 1st shall not invalidate any such Assessment made for that particular year; nor shall failure to levy an Assessment for any one year affect the right of the Association to do so for any subsequent year. When the Assessment is made subsequent to June 1st of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the Assessment.

#### Section 6. Lien on Real Estate.

1. The Assessment shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth. The lien of the Assessment shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States government. In the event of the failure of any Owner to pay the Assessment on or before the 30th day following the making of the Assessment, then the Assessment shall bear interest at the rate of eight percent (8%) per annum, from the date of the Assessment.

2. After thirty (30) days from the date of levying the Assessment for the fiscal year during which and for which the Assessment is levied, the Assessment shall become delinquent, and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. [It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof.] The Association may at its discretion file a certificate of nonpayment of Assessment in the Office of the Register of Deeds whenever the Assessment is delinquent. [For each certificate filed, the Association shall be entitled to collect from the owners of the property described therein a fee of \$30.00, which fee is hereby declared to be a lien upon the real estate described in the certificate, provided that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States government. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.]

3. The liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the Assessment, in which case the lien shall continue until the termination of the suit and until the sale of the real estate under execution of the judgment establishing same.

Section 7. Limitation on Expenditures. The Association shall at no time expend more money within any one fiscal year than the total amount of the Assessment for that particular year, plus any surplus which it may have on hand from previous Assessments; nor shall said Association enter into any contract whatsoever, binding the Assessment of any future year to pay for any obligation, and no contract shall be valid or enforceable against the Association except for contracts for utilities. The Assessment for each year shall be applied, as far as practicable, toward payment of the obligation of that year, and the Association shall have no power to make a contract affecting the Assessment of any future or subsequent year except for utilities.

Section 8. Notices.

1. The Association shall notify, in accordance with the Bylaws, all Owners within the District as it may exist from time to time, insofar as the addresses of such Owners are listed with the Association, of the official address of the Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with the Association may be transacted, and in the case of any change of address, the Association shall notify all the Owners in the District, insofar as their addresses are listed with the Association, of the Association's new address.

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

Section 9. Observance of All Laws: Severability. The Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as herein provided.

Section 10. Amendment or Termination.

1. By written consent of three-fourths of the Owners evidenced by a Declaration duly executed and acknowledged by such Owners and recorded in the office of the Register of Deeds of Jackson County, Missouri, this instrument may be modified and amended, provided, however, that no right to exceed the maximum annual Assessment herein provided for may be given.

2. This Declaration may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions thereof if two-thirds of the Owners execute and acknowledge an appropriate agreement or agreements for that purpose and file the same for record in the office of the Register of Deeds of Jackson County, Missouri.



Section 11. Covenants Running with the Land. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon Developer, and upon its successors and assigns.

IN WITNESS WHEREOF, SOUTHLAND DEVELOPER'S, L.L.C., has caused these presents to be executed by its respective Member this 28 day of November, 1995.

SOUTHLAND DEVELOPER'S, L.L.C.,  
a Missouri limited liability company

By: Woodstone, Inc.

By: Paul J. Robben  
Paul J. Robben, President

STATE OF Kansas )  
COUNTY OF Johnson ) ss

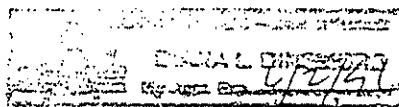
BE IT REMEMBERED that on this 28<sup>th</sup> day of November, 1995, before me, a Notary Public in and for said county and state, personally appeared PAUL J. ROBBEN, President of WOODSTONE, INC., the Manager of SOUTHLAND DEVELOPER'S, L.L.C., a Missouri limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

My Appointment Expires:

6/2/96

Marian L. Antstman  
Notary Public



AMENDMENT TO  
HOMES ASSOCIATION DECLARATION

TO

MEADOWS OF WINTERSET

WHEREAS, **Southland Developers, L.L.C.**, a Missouri limited liability company (hereinafter referred to as "Developer"), has created and established an association made up of the lots in **The Meadows of Winterset**, a subdivision in Jackson County, Missouri, more particularly described as follows:

Lots 1 through 63 inclusive and tracts A, B, and C, First Plat, MEADOWS OF WINTERSET, a subdivision in the City of Lee's Summit, Jackson County, Missouri.

The original Homes Association Declaration recorded in the office of the Register of Deeds of Jackson County, Missouri as Document Number I1385789 on November 29, 1995 (hereinafter referred to as "Homes Association Declaration");

WHEREAS, the said developer wishes to modify this Association.

NOW, THEREFORE, in consideration of the premises, **Southland Developers, L.L.C.**, for itself and its successors, and assigns, and for its future grantees, hereby declares that

the Homes Association Declaration shall be amended as follows:

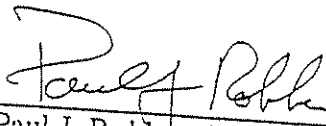
In accordance with Section 1., page 1, **Southland Developers, L.L.C.**, hereby subjects the following land to the "Homes Association Declaration".

Lots 64 through 128 inclusive and tract D, Second Plat, MEADOWS OF WINTERSET, a subdivision in the City of Lee's Summit, Jackson County, Missouri.

IN WITNESS WHEREOF, **Southland Developers, L.L.C.**, has caused these presents to be executed on this 27th day of August, 1996.,

WOODSTONE, INC., Managing  
Member for Southland Developers, L.L.C.

By: \_\_\_\_\_



Paul J. Robben, President

STATE OF Kansas )  
 COUNTY OF Johnson ) ss.

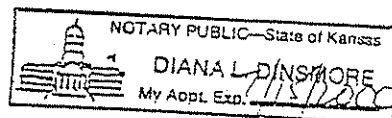
BE IT REMEMBERED that on this 27<sup>th</sup> day of August, 1996,  
 before me a Notary Public in said county and state, personally appeared PAUL J.  
 ROBBEN, President of Woodstone, Inc., the Managing Member of SOUTHLAND  
 DEVELOPERS, L.L.C., a Missouri limited liability company, who is personally known  
 to me to be the same person who executed the above and foregoing instrument in writing,  
 and acknowledged the execution of the same as his free act and deed.

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

Diana L. Dinsmore  
 (Notary)

My commission expires:

7/15/2000



STATE OF KANSAS  
 COUNTY OF JOHNSON  
 1996 SEP -9 P 2:41.5  
**I2894P 885**  
 DIRECTOR OF RECORDS

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AMENDMENT TO  
DECLARATION OF RESTRICTIONS

TO

MEADOWS OF WINTERSET

WHEREAS, **Southland Developers, L.L.C.**, a Missouri limited liability company (hereinafter referred to as "Developer"), has placed certain restrictions on the lots in **MEADOWS OF WINTERSET**, a subdivision in Jackson County, Missouri, more particularly described as follows:

Lots 1 through 63 inclusive and tracts A, B, and C, First Plat, MEADOWS OF WINTERSET, a subdivision in the city of Lee's Summit, Jackson County, Missouri.

The original Declaration of Restrictions recorded in the office of the Register of Deeds of Jackson County, Missouri, as Document Number I1384192 on November 20, 1995 (hereinafter referred to as "Declaration of Restrictions");

WHEREAS, the said developer wishes to modify these Restrictions.

NOW, THEREFORE, in consideration of the premises, **Southland Developers, L.L.C.**, for itself and its successors, and assigns, and for its future grantees, hereby declares that

the Declaration of Restrictions shall be amended as follows:

In accordance with Section 22, "Addition of Land", page 11, **Southland Developers, L.L.C.**, hereby subjects the following land to the "Declaration of Restrictions":

Lots 64 through 128 inclusive and tract D, Second Plat, MEADOWS OF WINTERSET, a subdivision in the city of Lee's Summit, Jackson County, Missouri.

IN WITNESS WHEREOF, **Southland Developers, L.L.C.**, has caused these presents to be executed on this 27th day of August, 1996.

(STATE OF MISSOURI) S.S.  
(COUNTY OF JACKSON) S.S.  
CERTIFY INSTRUMENT RECEIVED

1996 SEP -9 P 2:41.5  
**I2894P 883**  
RECORDED BOOK PAGE  
DIRECTOR OF RECORDS

WOODSTONE, INC., Managing  
Member for Southland Developers, L.L.

By:

*Paul J. Robben*  
Paul J. Robben, President

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STATE OF Kansas )  
COUNTY OF Johnson ) ss.

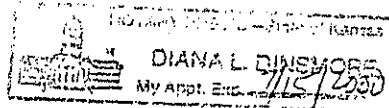
BE IT REMEMBERED that on this 27<sup>th</sup> day of August, 1996,  
before me a Notary Public in said county and state, personally appeared PAUL J.  
ROBBEN, President of Woodstone, Inc., the Managing Member of SOUTHLAND  
DEVELOPERS, L.L.C., a Missouri limited liability company, who is personally known  
to me to be the same person who executed the above and foregoing instrument in writing,  
and acknowledged the execution of the same as his free act and deed.

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

Diana L. Dinsmore  
(Notary)

My commission expires:

7/15/2000



NOTARY PUBLIC  
STATE OF KANSAS  
DIANA L. DINSMORE  
COMMISSION EXPIRES 7/15/2000  
2000 AUG 15 10 00 AM  
NOTARY PUBLIC

## DECLARATION OF RESTRICTIONS

TO

## THE MEADOWS OF WINTERSET

WHEREAS, Southland Developer's, L.L.C., a Missouri limited liability company ("Developer"), is the owner of all of the Lots (as hereinafter defined) in THE MEADOWS OF WINTERSET, a subdivision in Jackson County, Missouri (the "Subdivision"), the plat of which was recorded on October 30, 1995 in the office of the Register of Deeds of Jackson County, Missouri, at Document Number I1380084 in Book I57, Page 76 ("the Plat"); and

WHEREAS, the Developer has heretofore dedicated to the public all of the streets and roads shown on the Plat for the use by the public; and

WHEREAS, said Developer now desires to place certain restrictions on all of the Lots in the Subdivision and all of the land legally described on the Plat;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors, and assigns, and for its future grantees, hereby declares by this declaration of restrictions (these "Restrictions") that all of the Lots shown on the Plat shall be and hereby are restricted in the manner hereinafter set forth.

Section 1. Definitions.

For the purpose of these restrictions, the following terms shall have the following meanings

(1) "Street" shall mean any street, road, drive, terrace, circle, boulevard, or avenue of whatever name as shown on the Plat.

(2) "Outbuilding" shall mean any structure erected or maintained on a lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, or other animal shelter, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(3) "Lot" shall mean any lot within the District (as hereinafter defined) shown as a separate lot on the Plat, as amended from time to time.

(4) "Corner Lot" shall mean any Lot, or any tract of land as conveyed, having more than one street contiguous to it.

(5) "District" shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above and shown on the Plat. If or when other land shall, in the manner hereinafter provided, be added to the Subdivision, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of these Restrictions, including any future modification thereof.

(6) "Owner" shall mean those persons or corporations who may from time to time own in fee simple a Lot or Lots within the District.

(8) "Association" shall mean The Meadows of Winterset Homes Association, a Missouri not-for-profit corporation, serving as the homes association for the district.

Section 2. Persons Bound By These Restrictions. All persons and corporations who now own or shall hereafter acquire any interest in any Lot or Lots shall be taken to hold and agree and covenant with the Owner of said Lots, and with its successors and assigns, to conform to and observe these Restrictions for a period of time ending on January 1, 2015; provided, however, that these Restrictions shall be renewable in the manner hereinafter set forth.

Section 3. Use of Land. Lot or Lots may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the Lots shall be designed for occupancy by a single family. No business Outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood provided, however that the Developer reserves the right to maintain a residential real estate sales office and/or other temporary buildings upon any of the Lots owned by it for the purpose of a construction office, or promoting, advertising for sale, showing, and selling Lots, either improved or unimproved, within the District during its development.

Section 4. Permitted Height of Residences. Any residence erected on any of the Lots shall not be more than two (2) stories in height; provided, however, that a residence more than two (2) stories in height may be erected thereon with the written consent of the Developer.

Section 5. Frontage of Residences on Streets.

(1) Any residence erected wholly or partially on any Corner Lot, or any part or parts thereof, shall front or present a good frontage on the Street or Streets designated by the Developer in its deed to said Lot or part thereof.

(2) If any part less than the whole of any Corner Lot is acquired by the Owner of an inside Lot contiguous to said Corner Lot, then, as to the part of such Corner Lot so acquired, the provisions hereof requiring a residence erected on a Corner Lot to front or present a good frontage on the Street or Streets designated by the Developer, shall not be operative, but the part of the Corner Lot so acquired shall be deemed to be a part of the inside Lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said

part of any such Corner Lot so acquired shall be subject to the restrictions applicable to the inside Lot.

#### Section 6. Setback of Residences from Street.

(1) No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front Street or the side Street than is the front building or the side building line shown on the Plat on the Lot or Lots in which such residence may be erected. Notwithstanding the foregoing, Developer shall have and does hereby reserve the right, upon a sale or conveyance of any of the Lots, to change any building line shown thereon, and may at any time with the consent of the Owners of any Lot, change any building line which is shown on the Plat.

(2) The rights hereinabove reserved to the Developer to change the location of the building lines shown on the Plat shall be exercised only after the proposed change shall have been approved by the City of Lee's Summit.

(3) Those parts of the residence which may project to the front or side of and be nearer to the front Streets and the side Streets than the front building lines and the side buildings lines shown on the Plat, and the distance which each may project, are as follows:

(a) Window Projections: Bay, bow or oriel, dormer and other projecting windows may project, beyond the front building lines and the side building lines not to exceed three (3) feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grille work, trellises and other similar projections and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four (4) feet.

(c) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed five (5) feet.

(d) Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed three (3) feet.

#### Section 7. Required Size of Residence.

(1) Any residence erected on any Lot shall contain a minimum of 1,800 square feet of enclosed floor area (as hereinafter defined). Any residence one and one-half (1-1/2) stories in height or a reverse one and one-half (1-1/2) stories erected on any Lot, shall contain a minimum of 1,300 square feet of enclosed floor area, of which at least 1,100 square feet shall be on the first floor. Any residence two (2) stories in height shall contain a minimum of 1,800 square feet of enclosed floor area, of which at least 900 square feet shall be on the first floor. "Enclosed Floor Area" as used herein shall mean and include, in all cases, areas on the first and



second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics.

(2) No residential building designated as a "ranch with basement garage", a "bi-level" or a "multi-level" (not to include 2 story, 1-1/2 story or reverse 1-1/2 story) residential building shall be constructed on any Lot. The Developer, or the Association, whichever may be the case, shall not be liable for any discretionary approval, disapproval or failure to approve any matter submitted for their or its approval as required by the provisions of these Restrictions. The Developer reserves the absolute and incontestable right to determine whether any bi-level or multi-level residence violates the meaning of this provision and further whether the Enclosed Floor Area of any bi-level or multi-level residence (as distinguished from traditional one and one-half (1-1/2), reverse one and one-half (1-1/2) or two (2) story residences), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder. The Developer's determination shall be final. The Developer hereby also reserves the right to approve deviations from the aforementioned building designs and reduce any of the Enclosed Floor Area requirements set forth above.

Section 8. Free Space Required. The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section 5, erected or maintained on any of the Lots hereby restricted or on any part or parts thereof, as shown on the Plat, shall not occupy more than eighty percent (80%) of the width of the Lot on which it is erected, measured in each case from the front building line as shown on the Plat, or as established by the Developer in the conveyance of any Lot, or from such front building line produced to the side lines of the Lots, whichever line is of greater length, without the approval in writing of the Developer.

Section 9. Right to Approve Plans.

(1) No building shall be erected, placed or altered on any Lot in the District until the building plans, specifications and plot plan showing the location of such building has been approved in writing by the Developer as to conformity and harmony of external design with existing structures in the District, and as to location of the building with respect to topography and finished ground elevation.

(2) Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

(a) Four exterior elevations delineating front elevation, back elevations, and both side elevations.

(b) A site plan of the house as it will sit on the Lot showing elevation of top of foundation at its highest point in relation to curb immediately in front of Lot.

(c) Floor plan.

(d) A list of all exterior materials to be used which will include roof, masonry, siding, and windows.

(e) A landscape plan showing proposed planting for the yard.

(f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Developer shall be free to request any and all other documentation that it deems necessary in its sole discretion. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

(3) Notwithstanding anything in these Restrictions to the contrary, the Developer, its successors and assigns, shall have, and do hereby reserve, the right to determine the location of all buildings upon the respective Lot or Lots, except as it may be restricted in the making of such determination by the provisions of Sections 5 and 7 herein, and the relation of the top of the foundation thereof to the Street level.

(4) Following the completion of construction of any residence or Outbuilding, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been approved in writing by the Developer. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been approved in writing by the Developer. No changes in the final grading of any Lot shall be made without the written approval of the Developer.

Section 10. Maintaining Sight Distance. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the streets, shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the Street easement and a line connecting them at points twenty-five (25) feet from the intersection of the Street easement, or in the case of a rounded property corner, from the intersection of the Street easement extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of the Street easement with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 11. Required Building Materials.

(1) Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, stucco or a combination thereof. Masonite standard board and batt with 16 inch centers, and lava rock for exterior walls is prohibited. Windows and doors shall be of wood or colored metal and glass. Roofs shall be covered with "Weathered Wood" composite shingles with a minimum 30-year written manufacturer's warranty unless otherwise approved in writing by the Developer. Any building products which may come into general usage for dwelling construction in this area after the date

of these Restrictions, shall be acceptable if approved in writing by the Developer. All wood exteriors, except roofs and shake sidewalls, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Developer. Any areas of exposed foundation shall be covered with one or more of the approved materials for exterior walls hereinbefore described or painted the same color as the exterior walls adjoining the foundation.

(2) No excavation, foundations, footings, building or any other form of improvement shall be permitted to remain in an unfinished condition for longer than three months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three months. Any Owner of a structure in violation of this section may, in the discretion of the Developer, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for each day the violation continues, payable to the Developer.

(3) The fine provided for herein, if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located; provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. All fines shall be due thirty (30) days from the date of written notification of the Owner of any Lot upon which the violation occurs, and if not paid within said thirty-day period, shall bear interest at the rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Developer or Association in any court in Jackson County, Missouri having jurisdiction of suit for the enforcement of such liens.

Section 12. Commencement and Completion of Construction. Construction of the residential building on a Lot within the District shall be commenced within one (1) year following the date of delivery of a deed from the Developer to the purchaser of the Lot. In the event construction is not commenced within one (1) year, Developer shall have, prior to commencement of construction, the right to repurchase the Lot from the purchaser at its original sale price. All construction shall be completed within 270 days after commencement of construction. No Owner of a Lot in violation of this construction provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by such owner.

Section 13. Landscaping and Lawns. At the time of construction of each residential building, the Owner shall landscape the Lot to the same standards as that generally prevailing throughout the District and similar subdivisions in the area. However, under no circumstances shall the amount allocated to landscaping (excluding sod) be less than Seven Hundred Fifty Dollars (\$750.00) of which Two Hundred Fifty Dollars (\$250.00) shall be used for the purchase and planting of trees. Prior to occupancy, all lawns, including all areas between each residential building and any adjacent Street, regardless of the existence and location of any fence, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded, except in such areas designated by Developer to be left as natural areas, and each Lot shall be fully and completely landscaped pursuant to the landscape plan herein provided in Section 8(2)(e) hereof. The Owner of each Lot shall at all times keep his lawn, including areas between his residence and any adjacent

Street, fully sodded, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches.

Section 14. Outbuildings.

(1) No building or other detached structures appurtenant to the residence may be erected on any of the Lots without the written consent of the Developer.

(2) No fence or wall shall be erected, constructed, or maintained upon any of the Lots without written approval as to material, shape, location, and height by the Developer in its sole discretion, provided, however, that Developer shall not approve any fence or wall that violates any section hereof or an ordinance of the City of Lee's Summit, Missouri, which regulates the construction and maintenance of fences and walls on residential property in the City of Lee's Summit, Missouri. On the street side of a Corner Lot, no fence can extend beyond the width of the house nor attach to anything other than the rear corner of the residence. No fence shall be erected over four (4) feet unless the fence surrounds a swimming pool. In no event will any chain link fences or dog runs be erected, placed or maintained upon any of the Lots hereby restricted.

(3) No fence or obstruction of any kind shall be erected or constructed within the boundaries of drainage easements shown and identified as such on the Plat.

(4) All recreational or play structures shall be located behind the back building line of the residence built on any Lot or Lots.

(5) All outside doghouses and other animal shelters shall be located in the back yard, shall be erected within two feet of the residence, shall be painted the same color as the residence and shall have roofs that are compatible with the residence.

(6) No above ground swimming pools may be maintained upon any of the Lots.

(7) No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots. However, permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot as sold and conveyed. The advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot upon which it is erected and provided further, that nothing in this section shall be construed to prohibit the erection of Subdivision entrance structures, street signs, and informational signs by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of the Subdivision.

(8) No exterior basketball goals shall be erected or maintained on any of the Lots without prior written consent of the Developer.

Section 15. Livestock and Poultry Prohibited. No livestock or poultry may be kept or maintained upon any of the Lots without the prior written consent of the Developer.

Section 16. Uses Other than for Residential Purposes: Noxious Activities: Miscellaneous.

- (1) Except as otherwise provided herein, no residence or Outbuilding shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence or operating a daycare facility provided such daycare facility is licensed by the appropriate local or state agency and such office or daycare facility is maintained and/or operated in accordance with the applicable ordinances of the City of Lee's Summit, Missouri.
- (2) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Outbuildings shall be kept and maintained in good condition and repair at all times.
- (3) No solar collector of any kind or type may be erected or maintained upon any Lot or Lots without the prior written consent of the Developer.
- (4) No radio or television transmitting or receiving antenna or other related communication equipment may be erected or maintained outside of any residence on any Lot or Lots without the prior written consent of the Developer.
- (5) All garage doors shall remain closed at all times except when necessary for entry or exit.
- (6) No garage sales, sample sales or similar sales shall be held within the District without the prior written consent of the Association or Developer.
- (7) No mailbox or standard therefor shall be erected or installed without the prior written approval of style, material, construction, and location being granted by the Association or Developer.
- (8) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard in the District.
- (9) All residential service utilities shall be underground.
- (10) No tank for the storage of fuel or other liquids may be maintained above the surface of the ground on any Lot or Lots without the prior written consent of the Developer.
- (11) No driveway shall be constructed in a manner as to permit access to a street across a rear Lot line.

(12) (a) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Lots except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these Restrictions.

(b) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the Lots, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the Lots hereby restricted and permitted under other provisions of these Restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles of any type (including pick-up trucks) in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the Lots. No automobile including motor homes, recreational vehicles, or a trailer of any type may be parked or stored upon any street adjoining any Lot within the District for a period exceeding forty-eight (48) hours.

(13) No exterior clothes lines or poles may be erected or maintained on any of the Lots.

(14) No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots except during a sixty (60) day period beginning November 15th of each calendar year.

(15) Pets shall be confined. No pets shall be allowed to run at large on any of the land within the District.

#### Section 17. Easements.

(1) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

(2) In addition, the Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements and rights-of-way shown on the Plat of the District or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners in the District and the Association as a cross easement for utility line service maintenance.

(3) The Developer hereby reserves for itself, its successors and assigns and the Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Association and maintaining any Common Area.

Section 18. Duration of Restrictions. These Restrictions shall continue and be binding upon the Developer, and upon its successors and assigns, until January 1, 2015, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the Owners of more than sixty percent (60%) of the lots may release all of the land within the District from any one or more of these Restrictions, on January 1, 2015, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri, prior to January 1, 2015, or at least ten (10) days prior to the expiration of any successive five (5) year period after January 1, 2015.

Section 19. Homes Association Membership. Each Owner is a member in the Association and is to participate in the conduct and operation of the Association.

Section 20. Common Area Maintenance.

(1) All Common Areas in the District and such improvements placed in the public right-of-ways such as grass, landscaping, fences, plant materials, trees, monument signs and walls shall be maintained by the Developer until the Association is formed. After the formation of the Association, the Association shall maintain the Common Areas, including, but not limited to the mowing, planting, trimming, and landscaping of Common Areas. Any Common Area not dedicated to the public shall be deeded by the Developer to the Association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessment levied against the Common Areas. Upon the failure of the Association to properly maintain the Common Area, the Developer or the City of Lee's Summit may do the necessary maintenance work and assess the Association and/or each Owner for the reasonable expenses of such work. Developer or the City of Lee's Summit, Missouri, may also bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any Owner, shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions and may bring any other proper legal action.

(2) After the formation of the Association, Developer shall have the right, at its option, to transfer and assign all of the rights of obligations of interpretation, approval and enforcement of the provisions of these Restrictions to the Association.

(3) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 21. Covenants Running With the Land; Right to Enforce. These restrictions shall run with the land and bind the present Owners, their heirs, successors and assigns, and all parties claiming by, through or under any Owner and shall be taken to hold, agree and covenant with the Owners of the Lots, and with their heirs, successors and assigns, and with each of them to conform to and observe these Restrictions, as to the use of the Lots and the constructions of improvements thereon. These Restrictions shall not be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their period of ownership of any Lot or Lots. The Developer, its successors and assigns, and also the Owner

or Owners of any of the Lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, these Restrictions, in addition to ordinary legal action for damages, and failure of the Developer, its successors or assigns, or of any Owner or Owners of any Lot or Lots to enforce any of these Restrictions at the time of its violation shall not be deemed to be a waiver of the right to do so thereafter. The Developer, may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect, contained in a deed to any Lots, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of the Lots, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

Section 22. Addition of Other Land. The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of these Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to these Restrictions.

Section 23. Maintenance of Lot. Each Owner agrees by acceptance of a deed to any Lot or Lots to maintain each Lot and all improvements thereon including, without limitation, the cutting, trimming of all lawn areas and necessary care and maintenance of all plantings upon the Lot.

Section 24. Severability. Invalidation of any of the provisions of these Restrictions, or any part thereof, by any order, judgment or decree of any court, or otherwise shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, SOUTHLAND DEVELOPER'S, L.L.C., has caused these presents to be executed by its respective Manager this 1st day of November 1995.

SOUTHLAND DEVELOPER'S, L.L.C.,  
a Missouri limited liability company

By: Woodstone, Inc., a Kansas corporation  
Its Managing Member

By:   
Paul J. Rotben, President



STATE OF Kansas )  
COUNTY OF Johnson ) ss

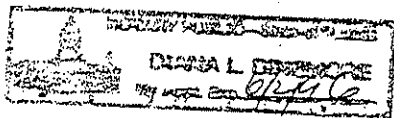
BE IT REMEMBERED that on this 12<sup>th</sup> day of November, before me, a Notary Public in and for said county and state, personally appeared PAUL J. ROBBEN, President of Woodstone, Inc., the Managing Member of SOUTHLAND DEVELOPER'S, L.L.C., a Missouri limited liability company, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

Diana L. Johnson  
Notary Public

My Appointment Expires:

6/2/96



STATE OF KANSAS  
COUNTY OF JOHNSON  
I CERTIFY INSTRUMENT RECEIVED

1995 NOV 20 P 2:10.0

**I2767P1390**  
RECORDED BOOK PAGE  
DIRECTOR OF RECORDS

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38  
48  
D.L.

STATE OF MISSOURI  
COUNTY OF JACKSON  
I CERTIFY INSTRUMENT RECEIVED  
**DECLARATION OF RESTRICTIONS**

1996 DEC -4 P 2:19.5

RECORDED  
DI.

**12932P2366**

TO

**THE GLEN AT MEADOWS OF WINTERSET**

WHEREAS, Southland Developer's, L.L.C., a Missouri limited liability company ("Developer"), is the owner of all of the Lots (as hereinafter defined) in THE GLEN AT MEADOWS OF WINTERSET, a subdivision in Jackson County, Missouri (the "Subdivision"), the plan of which was recorded on Nov. 26, 1996 in the office of the Register of Deeds of Jackson County, Missouri, at Document Number I-0074151 in Book \_\_\_\_\_, Page \_\_\_\_\_ ("the Plat"); and

WHEREAS, the Developer has heretofore dedicated to the public all of the streets and roads shown on the Plat for the use by the public; and

WHEREAS, said Developer now desires to place certain restrictions on all of the Lots in the Subdivision and all of the land legally described on the Plat;

NOW, THEREFORE, in consideration of the premises, Developer, for itself and its successors, and assigns, and for its future grantees, hereby declares by this declaration of restrictions (these "Restrictions") that all of the Lots shown on the Plat shall be and hereby are restricted in the manner hereinafter set forth.

Section 1. Definitions.

For the purpose of these restrictions, the following terms shall have the following meanings

(1) "Street" shall mean any street, road, drive, terrace, circle, boulevard, or avenue of whatever name as shown on the Plat.

(2) "Outbuilding" shall mean any structure erected or maintained on a lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, or other animal shelter, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(3) "Lot" shall mean any lot within the District (as hereinafter defined) shown as a separate lot on the Plat, as amended from time to time.

(4) "Corner Lot" shall mean any Lot, or any tract of land as conveyed, having more than one street contiguous to it.

(5) "District" shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above and shown on the Plat. If or when other land shall, in the manner hereinafter provided, be added to the subdivision, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of these Restrictions, including any future modification thereof.

(6) "Owner" shall mean those persons or corporations who may from time to time own in fee simple a Lot or Lots within the District.

(7) "Association" shall mean The Meadows of Winterset Homes Association, a Missouri not-for-profit corporation, serving as the homes association for the district.

Section 2. Person Bound By These Restrictions. All person and corporations who now own or shall hereafter acquire any interest in any Lot or Lots shall be taken to hold and agree and covenant with the Owner of said Lots, and with its successors and assigns, to conform to and observe these Restrictions for a period of time ending on January 1, 2016; provided however, that these Restrictions shall be renewable in the manner hereinafter set forth.

Section 3. Use of Land. Lot or Lots may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the Lots shall be designed for occupancy by a single family. No business Outbuilding shall be erected, nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood provided, however that the Developer reserves the right to maintain a residential real estate sales office and/or other temporary buildings upon any of the Lots owned by it for the purpose of a construction office, or promoting, advertising for sale, showing, and selling Lots, either improved or unimproved, within the District during its development.

Section 4. Permitted Height of Residences. Any residence erected on any of the Lots shall not be more than two (2) stories in height; provided, however, that a residence more than two (2) stories in height may be erected thereon with the written consent of the Developer.

Section 5. Frontage of Residences on Streets.

(1) Any residence erected wholly or partially on any Corner Lot, or any part or parts thereof, shall front or present a good frontage on the Street or Streets designated by the Developer in its deed to said Lot or part thereof.

(2) If any part less than the whole of any Corner Lot is acquired by the Owner of an inside Lot contiguous to said Corner Lot, then, as to the part of such Corner Lot so acquired, the provisions hereof requiring a residence erected on a Corner Lot to front or present a good frontage on the Street or Streets designated by the Developer, shall not be operative, but the part of the Corner Lot so acquired shall be deemed to be a part of the inside Lot to which it is contiguous, as the restrictions governing the frontage of the residence on the street, and

said part of any such Corner Lot so acquired shall be subject to the restrictions applicable to the inside Lot.

#### Section 6. Setback of Residences from Street.

(1) No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front Street or the side Street than is the front building or the side building line shown on the Plat on the Lot or Lots in which such residence may be erected. Notwithstanding the foregoing, Developer shall have and does hereby reserve the right, upon a sale or conveyance of any of the Lots, to change any building line shown thereon, and may at any time with the consent of the Owners of any Lot, change any building line which is shown on the Plat.

(2) The rights hereinabove reserved to the Developer to change the location of the building lines shown on the Plat shall be exercised only after the proposed change shall have been approved by the City of Lee's Summit.

(3) Those parts of the residence which may project to the front or side of and be nearer to the front Streets and the side Streets than the front building lines and the side building lines shown on the Plat, and the distance which each may project, are as follows:

(a) Window Projections: Bay, bow or oriole, dormer and other projecting windows may project beyond the front building lines and the side building lines not to exceed three (3) feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grille work, trellises and other similar projections and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four (4) feet.

(c) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed five (5) feet.

(d) Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not to exceed three (3) feet.

#### Section 7. Required Size of Residence.

(1) Any residence erected on any Lot shall contain a minimum of 1,400 square feet of enclosed floor area (as hereinafter defined). Any residence one and one-half (1-1/2) stories in height or a reverse one and one-half (1-1/2) stories erected on any Lot, shall contain a minimum of 1,400 square feet of enclosed floor area, of which at least 900 square feet shall be on the first floor. Any residence two (2) stories in height shall contain a minimum of 1,400

square feet of enclosed floor area, of which at least 700 square feet shall be on the first floor. "Enclosed Floor Area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics.

(2) No residential building designated as a "ranch with basement garage", or a "bi-level" or a "multi-level" (not to include 2 story, 1-1/2 story or reverse 1-1/2 story) residential building shall be constructed on any Lot. The Developer, or the Association, whichever may be the case, shall not be liable for any discretionary approval, disapproval or failure to approve any matter submitted for their or its approval as required by the provisions of these Restrictions. The Developer reserves the absolute and incontestable right to determine whether any bi-level or multi-level residence violates the meaning of this provision and further whether the Enclosed Floor Area of any bi-level or multi-level residence (as distinguished from traditional one and one-half (1-1/2), reverse one and one-half (1-1/2) or two (2) story residences), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder. The Developer's determination shall be final. The Developer hereby also reserves the right to approve deviations from the aforementioned building designs and reduce any of the Enclosed Floor Area requirements set forth above.

Section 8. Free Space Required. The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section 5, erected or maintained on any of the Lots hereby restricted or on any part or parts thereof, as shown on the Plat, shall not occupy more than eighty percent (80%) if the width of the Lot on which it is erected, measured in each case from the front building line as shown on the Plat, or as established by the Developer in the conveyance of any Lot, or from such front building line produced to the side lines of the Lots, whichever line is of greater length, without the approval in writing of the Developer.

Section 9. Right to Approve Plans.

(1) No building shall be erected, placed or altered on any Lot in the District until the building plans, specifications and plot plan showing the locations of such building has been approved in writing by the Developer as to conformity and harmony of external design with existing structures in the District, and as to location of the building with respect to topography and finished ground elevation.

(2) Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

(a) Four exterior elevations delineating front elevation, back elevations, and both side elevations.

(b) A site plan of the house as it will sit on the Lot showing elevation of top of foundation at its highest point in relation to curb immediately in front of Lot.

(c) Floor plan.

- (d) A list of all exterior materials to be used which will include roof, masonry, siding, and windows.
- (e) A landscape plan showing proposed planting for the yard.
- (f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Developer shall be free to request any and all other documentation that it deems necessary in its sole discretion. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

(3) Notwithstanding anything in these Restrictions to the contrary, the Developer, its successors and assigns, shall have, and do hereby reserve, the right to determine the location of all buildings upon the respective Lot or Lots, except as it may be restricted in the making of such determination by the provisions of Sections 5 and 7 herein, and the relation of the top of the foundation thereof to the Street level.

(4) Following the completion of construction of any residence or Outbuilding, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been approved in writing by the Developer. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been approved in writing by the Developer. No changes in the final grading of any Lot shall be made without the written approval of the Developer.

Section 10. Maintaining Sight Distance. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the streets, shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the Street easement and a line connecting them at points twenty-five (25) feet from the intersection of the Street easement, or in the case of a rounded property corner, from the intersection of the Street easement extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of the Street easement with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 11. Required Building Materials.

(1) Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass stucco or a combination thereof. Masonite standard board and batt with 16 inch centers, and lava rock for exterior walls is prohibited. Windows and doors shall be of wood or colored metal and glass. Roofs shall be covered with "Weathered Wood" composite shingles with a minimum 30-year written manufacturer's warranty unless otherwise approved in writing by the Developer. Any building products which may come into general usage for dwelling construction in this area after the

date of these Restrictions, shall be acceptable if approved in writing by the Developer. All wood exteriors, except roofs and shake sidewalls, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Developer. Any areas of exposed foundation shall be covered with one or more of the approved materials for exterior wall hereinbefore described or painted the same color as the exterior walls adjoining the foundation.

(2) No excavation, foundations, footings, building or any other form of improvement shall be permitted to remain in an unfinished condition for longer than three months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three months. Any Owner of a structure in violation of this section may, in the discretion of the Developer, be assessed a fine of from One Dollar (\$1.00) to One Hundred Dollars (\$100.00) per day for each day the violation continues, payable to the Developer.

(3) The fine provided for herein, if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located; provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. All fines shall be due thirty (30) days from the date of written notification of the Owner of any Lot upon which the violation occurs, and if not paid within said thirty-day period, shall bear interest at the rate of ten percent (10%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Developer or Association in any court in Jackson County, Missouri having jurisdiction of suit for the enforcement of such liens.

Section 12. Commencement and Completion of Construction. Construction of the residential building on a Lot within the District shall be commenced within one (1) year following the date of delivery of a deed from the Developer to the purchaser of the Lot. In the event construction is not commenced within one (1) year, Developer shall have, prior to commencement of construction shall be completed within 270 days after commencement of construction. No Owner of a Lot in violation of this construction provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by such owner.

Section 13. Landscaping and Lawns. At the time of construction of each residential building, the Owner shall landscape the Lot to the same standards as that generally prevailing throughout the District and similar subdivisions in the area. However, under no circumstances shall the amount allocated to landscaping (excluding sod) be less than Seven Hundred Fifty Dollars (\$750.00) of which Two Hundred Fifty Dollars (\$250.00) shall be used for the purchase and planting of trees. Prior to occupancy, all lawns, including all areas between each residential building and any adjacent Street, regardless of the existence and location of any fence, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded, except in such areas designated by Developer to be left as natural areas, and each Lot shall be fully and completely landscaped pursuant to the landscape plan herein provided in Section 8(2)(e) hereof. The Owner of each Lot shall at all times keep his lawn, including areas between his residence and any adjacent Street, fully sodded, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches.

#### Section 14. Outbuildings.

(1) No building or other detached structures appurtenant to the residence may be erected on any of the Lots without the written consent of the Developer.

(2) No fence or wall shall be erected, constructed, or maintained upon any of the Lots without written approval as to material, shape, location, and height by the Developer in its sole discretion, provided, however, that Developer shall not approve any fence or wall that violates any section hereof or an ordinance of the City of Lee's Summit, Missouri, which regulates the construction and maintenance of fences and walls on residential property in the City of Lee's Summit, Missouri. On the street side of a Corner Lot, no fence can extend beyond the width of the house nor attach to anything other than the rear corner of the residence. No fence shall be erected over four (4) feet unless the fence surrounds a swimming pool. In no event will any chain link fences or dog runs be erected, placed or maintained upon any of the Lots hereby restricted.

(3) No fence or obstruction of any kind shall be erected or constructed within the boundaries of drainage easements shown and identified as such on the Plat.

(4) All recreational or play structures shall be located behind the back building line of the residence built on any Lot or Lots.

(5) All outside doghouses and other animal shelters shall be located in the back yard, shall be erected within two feet of the residence, shall be painted the same color as the residence and shall have roofs that are compatible with the residence.

(6) No above ground swimming pools may be maintained upon any of the Lots.

(7) No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots. However, permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each Lot as sold and conveyed. The advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease of the Lot upon which it is erected and provided further, that nothing in this section shall be construed to prohibit the erection of Subdivision entrance structures, street signs, and information signs by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of the Subdivision.

(8) No exterior basketball goals shall be erected or maintained on any of the Lots without prior written consent of the Developer.

Section 15. Livestock and Poultry Prohibited. No livestock or poultry may be kept or maintained upon any of the Lots without the prior written consent of the Developer.



Section 16. Uses Other than for Residential Purposes: Noxious Activities: Miscellaneous.

- (1) Except as otherwise provided herein, no residence or Outbuilding shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence or operating a daycare facility provided such daycare facility is licensed by the appropriate local or state agency and such office or daycare facility is maintained and/or operated in accordance with the applicable ordinances of the City of Lee's Summit, Missouri.
- (2) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Outbuildings shall be kept and maintained in good condition and repair at all times.
- (3) No solar collector of any kind or type may be erected or maintained upon any Lot or Lots without the prior written consent of the Developer.
- (4) No radio or television transmitting or receiving antenna or other related communication equipment may be erected or maintained outside of any residence on any Lot or Lots without the prior written consent of the Developer.
- (5) All garage doors shall remain closed at all times except when necessary for entry or exit.
- (6) No garage sales, sample sales or similar sales shall be held within the District without the prior written consent of the Developer.
- (7) No mailbox or standard therefor shall be erected or installed without the prior written approval of style, material, construction, and location being granted by the Association of Developer.
- (8) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard in the District.
- (9) All residential service utilities shall be underground.
- (10) No tank for the storage of fuel or other liquids may be maintained above the surface of the ground on any Lot or Lots without prior written consent of the Developer.
- (11) No driveway shall be constructed in a manner as to permit access to a street across a rear Lot line.

(12) (a) No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any of the Lots except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage built on the said premises and permitted under other provisions of these Restrictions.

(b) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the Lots, except that such storage (except for hire) shall be permitted within the confines of any building built on any of the Lots hereby restricted and permitted under other provisions of these Restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two (2) automobiles of any type (including pick-up trucks) in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the Lots. No automobile including motor homes, recreational vehicles, or a trailer of any type may be parked or stored upon any street adjoining any Lot within the District for a period exceeding forty-eight (48) hours.

(13) No exterior clothes lines or poles may be erected or maintained on any of the Lots.

(14) No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots except during a sixty (60) day period beginning November 15th of each calendar year.

(15) Pets shall be confined. No pets shall be allowed to run at large on any of the land within the District.

#### Section 17. Easements.

(1) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

(2) In addition, the Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners in the District and the Association as a cross easement for utility line service maintenance.

(3) The Developer hereby reserves for itself, its successors and assigns and the Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Association and maintaining any Common Area.

Section 18. Duration of Restrictions. These Restrictions shall continue and be binding upon the Developer, and upon its successors and assigns, until January 1, 2016, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the Owners of more than sixty percent (60%) of the lots may release all of the land within the District from any one or more of these Restrictions, on January 1, 2016, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deed of Jackson County, Missouri, prior to January 1, 2016, or at least ten (10) days prior to the expiration of any successive five (5) year period after January 1, 2016.

Section 19. Homes Association Membership. Each Owner is a member in the Association and is to participate in the conduct and operation of the Association.

Section 20. Common Area Maintenance.

(1) All Common Areas in the District and such improvements placed in the public right-of-ways such as grass, landscaping, fences, plant materials, trees, monument signs and walls shall be maintained by the Developer until the Association is formed. After the formation of the Association, the Association shall maintain the Common Areas, including, but not limited to the mowing, planting, trimming, and landscaping of Common Areas. Any Common Area not dedicated to the public shall be deeded by the Developer to the Association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessment levied against the Common Areas. Upon the failure of the Association to properly maintain the Common Area, the Developer or the City of Lee's Summit may do the necessary maintenance work and assess the Association and/or each Owner for the reasonable expenses of such work. Developer or the City of Lee's Summit, Missouri, may also bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any Owner, shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any said restrictions and may bring any other proper legal action.

(2) After the formation of the Association, Developer shall have the right, at its option, to transfer and assign all of the rights of obligations of interpretation, approval and enforcement of the provisions of these Restrictions to the Association.

(3) Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

Section 21. Covenants Running With the Land: Right to Enforce. These restrictions shall run with the land and bind the present Owners, their heirs, successors and assigns, and all parties claiming by, through or under any Owner and shall be taken to hold, agree and covenant with the Owners of the Lots, and with their heirs, successors and assigns, and with each of them to conform to and observe these Restrictions, as to the use of the Lots and the constructions of improvements thereon. These Restrictions shall not be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their period of ownership of any Lot or Lots. The Developer, its successors and assigns, and also the Owner

or Owners of any of the Lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, these Restrictions, in addition to ordinary legal action for damages, and failure of the Developer, its successors or assigns, or of any Owner or Owners of any Lot or Lots to enforce any of these Restrictions at the time of its violation shall not be deemed to be a waiver of the right to do so thereafter. The Developer, may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect, contained in a deed to any Lots, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of the Lots, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign these right, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

Section 22. Addition of Other Land. The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of these Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Jackson County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected to these Restrictions.

Section 23. Maintenance of Lot. Each Owner agrees by acceptance of a deed to any Lot or Lots to maintain each Lot and all improvements thereon including, without limitation, the cutting, trimming of all lawn areas and necessary care and maintenance of all plantings upon the Lot.

Section 24. Severability. Invalidation of any of the provisions of these Restrictions, or any part thereof, by any order, judgment or decree of any court, or otherwise shall not invalidate or affect any of the other provision, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, SOUTHLAND DEVELOPER'S, L.L.C., has caused these present to be executed by its respective Manager this 3<sup>rd</sup> day of December, 1996.

SOUTHLAND DEVELOPER'S, L.L.C.,  
a Missouri limited liability company

By: Woodstone, Inc., a Kansas corporation  
Its Managing Member

By: Paul J. Robben  
Paul J. Robben, President



STATE OF *Kansas*  
COUNTY OF *Johnson* ) ss.

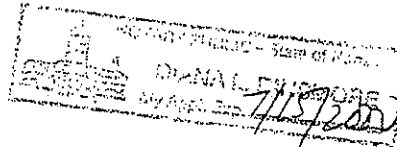
BE IT REMEMBERED that on this 3<sup>rd</sup> day of December, 1996,  
before me a Notary Public in said county and state, personally appeared PAUL J.  
ROBBEN, President of Woodstone, Inc., the Managing Member of SOUTHLAND  
DEVELOPERS, L.L.C., a Missouri limited liability company, who is personally known  
to me to be the same person who executed the above and foregoing instrument in writing,  
and acknowledged the execution of the same as his free act and deed.

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

ten. Reagan L. Rasmussen  
(Notary)

My commission expires:

7/15/2002



My Security and the Community  
 The National Security Council  
 1000 Connecticut Avenue, N.W.  
 Washington, D.C. 20540  
 202-456-3333

BYLAWS  
OF  
THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC.

I. NAME AND LOCATION

The Meadows of Winterset Homeowners Association, Inc. (the "Association") is a Missouri non-profit corporation organized under the provisions of Chapter 355 of the Revised Statutes of Missouri, as amended. The principal office of the Association shall be located at 16897 Meadow Lane, Belton, Missouri 64012. Meetings of members and directors shall be held at places within the State of Missouri as may be designated by the Board of Directors (the "Board"). The Principal office of the Association may be relocated to such place as the Board of Directors shall from time to time designate.

II. PURPOSE

These Bylaws, in conjunction with the Declaration of Restrictions to the Meadows of Winterset (the "Restrictions"), the Declaration (as hereinafter defined) and the Association's Articles of Incorporation (the "Articles of Incorporation"), provide for the governance of the Association.

These Bylaws may be supplemented, from time to time, by such Rules and Regulations (as hereinafter defined) as may be prescribed by the Board in the exercise of the Association's rights and discharge of its obligations.

III. DEFINITIONS

A. "Assessment" shall mean those charges and assessments defined in Section 5 of the Declaration.

B. "Common Areas" shall mean all of those parts of the Property which are not Lots.

C. "Declarant" shall mean Southland Developers, L.L.C., a Missouri limited liability company.

D. "Declaration" shall mean and refer to The Meadows of Winterset Homes Association Declaration filed in the office of the Register of Deeds, Jackson County, Missouri on November 20, 1995 beginning on page 1390 of Volume 2767, and all amendments thereto.

E. "Lot" shall mean and refer to any numbered plot of land shown on the Plat (as defined in the Declaration) of the Property.

F. "Member" shall mean any Owner (as defined in the Declaration).

G. "Owner" shall mean the record owner, whether one or more persons or entities, having a fee simple title to any Lot (as hereinafter defined) which is a part of the Property (as hereinafter defined) but excluding any person or entity having such interest merely as security for the performance of an obligation.

H. "Property" shall mean all of that real property described in the Declaration and which is incorporated herein by reference.

#### IV. MEETINGS OF MEMBERS

A. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association and each subsequent annual meeting of the Members shall be held on the same date each year thereafter at the hour of 8:00 o'clock P.M. If the date of the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first subsequent day which is not a legal holiday.

B. Special Meetings. Special meetings of the Members may be called at any time by the President (as hereinafter defined) or by the Board or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership (as defined in the Declaration).

C. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary (as hereinafter defined) or person authorized to call the meeting by mailing a copy of the notice of meeting, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote at the meeting at the Member's address last appearing in the books of the Association or supplied by such Member to the Association for purpose of receiving such notice. Each Member, respectively, shall be responsible for providing such address(es) to the Association. Each notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

D. Quorum. The presence at the meeting of Members entitled to cast, or proxies held to cast, one-fifth (1/5) of the votes of each Class of Membership (as set forth in the Declaration) shall constitute a quorum for any acts except as otherwise provided in the Articles of Incorporation, the Declaration or by these Bylaws. If, however, such quorum shall not be present to represent the Members at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time-to-time without notice other than an announcement at the meeting until a quorum as aforesaid shall be present or be represented.

E. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and must be filed with the Secretary of the Association prior to the first meeting at which the proxy is to be effective. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of such Member's Lot.

## V. BOARD OF DIRECTORS. SELECTION AND TERM OF OFFICE

A. Number. The affairs of the Association shall be managed by a Board of five (5) directors each of who shall also be a Member of the Association. Some of the directors will also serve as officers of the Company.

B. Term of Office. At the first annual meeting of the Members, the Members shall elect officers to serve for a term of one (1) year each in accordance with Article VI hereof. Such officers shall also serve as directors of the Association.

C. Removal. Any director may be removed from the Board with or without cause by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve the unexpired term of the predecessor.

D. Compensation. No director shall receive compensation for any service which may be rendered to the Association as a director. However, any director may be reimbursed for reasonable expenses incurred in the performance of the duties of office.

## VI. NOMINATION AND ELECTION OF OFFICERS AND DIRECTORS

A. Nomination. Nomination for election of the officers and directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members. The nominating committee shall consist of a chairman, who shall be a director and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election of the officers and directors as it shall in its discretion determine is appropriate but not less than the number of vacancies which then are to be filled. Any such nomination may be made from among the Members. All nominations shall indicate the office to be filled by such nominee and that such nominee will also be a director, if elected.

B. Election. Election shall be by secret written ballot. At such election, the Members and their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Section C below. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



- C. Method of Voting. One (1) vote per vacancy per household.

## VII. MEETING OF DIRECTORS

- A. Annual Meetings. Annual meetings of the Board shall be held following the annual meeting of the Members at such time as may be fixed by the Board.
- B. Regular Meetings. Regular meetings of the Board shall be held quarterly without notice at such place and hour as may be fixed from time-to-time by resolution of the Board.
- C. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days' notice to each director.
- D. Quorum. The majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by majority of the directors present at a duly held meeting in which a quorum is present shall be regarded as an act of the Board.
- E. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of the meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## VIII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- A. Powers. The Board shall have power to:
1. Adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members and their guests thereon and to establish penalties for infraction thereof (the "Rules and Regulations");
  2. Suspend the voting rights and the rights to use the Common Areas of any Member for a period in which the Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice of a hearing for a period not to exceed sixty (60) days for the infraction of any published Rule or Regulation;
  3. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by any other provision of these Bylaws, the Articles of Incorporation, the Declaration or Restrictions;

4. Declare a vacancy on the Board; and

5. Employ a manager, an independent contractor or other such employees as the Board deems necessary to perform its duties.

B. Duties. The Board shall have the duty to:

1. Cause to be kept a complete record of all of its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members entitled to vote;

2. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

3. As more fully provided in the Declaration to:

(a) Fix the amount of Assessments against each lot at least thirty (30) days in advance of any Assessments;

(b) Send written notice of each Assessment to every owner subject thereto at least thirty (30) days in advance of any Assessment;

(c) Foreclose the lien against the property for which any Assessment is not paid within thirty (30) days after the date on which it is due or to bring an action at law against the owner personally obligated to pay the same.

4. Prepare and adopt an annual budget for the Association.

5. Issue or cause an appropriate officer to issue upon demand any personal certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of payment;

6. Procure and maintain adequate liability and hazard insurance on the Common Areas;

7. Cause all officers and employees handling fiscal responsibilities to be bonded as it may deem appropriate;

8. Provide for the care, maintenance and upkeep of the Common Areas and the Property insofar as the Board may deem necessary to fulfill the purposes of these Bylaws, the Declaration, the Restrictions, and the Association's Articles of Incorporation.

9. Make and amend the Rules and Regulations.

10. Enforce these Bylaws, the Declaration, the Restrictions, the Articles of Incorporation, the Rules and Regulations and such other statutes and ordinances as are applicable.

11. Do such other things and acts not inconsistent with these Bylaws, the Declaration, the Restrictions, the Association's Articles of Incorporation and the Rules and Regulations.

C. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Hundred Dollars (\$500), and all checks drawn upon reserve accounts, shall be executed by any two (2) officers designated by the Board. All such instruments for expenditures or obligations of Five Hundred Dollars (\$500) or less, except from reserve accounts, may be executed by any one (1) officer designated by the Board.

D. Board of Directors as Attorney-in-Fact. The Board is hereby irrevocably appointed as agent and attorney-in-fact for all of the Owners of all of the Lots and for each of them, to manage, control and deal with the interests of such Owners in the Common Areas to permit the Board to fulfill all of its powers, rights, functions and duties. The Board is hereby irrevocably appointed as agent and attorney-in-fact for each Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Association or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims. The Board may also grant and accept easements and licenses.

## IX. OFFICERS AND THEIR DUTIES

A. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer and a Member-At-Large, and such other officers as the Board may from time to time elect. Each officer shall be a director.

B. Election and Term. The officers of the Association shall be elected at the annual meeting of the Members in accordance with Article VI and shall hold office for one (1) year unless he or she shall sooner resign or be removed or otherwise be disqualified from serving.

C. Special Appointments. The Board may elect such other officers as the affairs of the Association may require and each of whom shall hold office for such period, have such authority and perform its duties as the Board may, from time to time, determine.

D. Resignation and Removal. Any officer elected by the Members may be removed from office with or without cause by majority vote of the Members. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein acceptance of such resignation shall not be necessary to make it effective.

E. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to this vacancy shall serve for the remainder of the term of the officer he replaces and shall also serve as a director for the remainder of such term.

F. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the cases of special offices created pursuant to Section D of this article.

G. Duties. The duties of the officers are as follows:

President/Director ~

The President/Director shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments and shall sign or co-sign promissory notes or other instruments on behalf of the Association except as otherwise set forth in Article VIII.C.

Vice-President/Director ~

The Vice-President/Director shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge all other duties that may be required of him by the Board.

Secretary/Director ~

The Secretary/Director shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the corporation and affix it on all papers requiring said seal; serve notice of the meetings of the Board and the Members; keep current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

Treasurer/Director ~

The Treasurer/Director shall receive and deposit in the appropriate bank accounts all monies due the Association and shall disburse such funds as directed by resolution of the Board; shall sign all promissory notes of the Association; keep proper books to be made by public

accountant at the completion of the fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the Membership at its annual regular meeting; and to deliver a copy of each to the Members.

#### Member-At-Large/Director

The Member-At-Large/Director shall be assigned duties and responsibilities as prescribed by the President as mandated by specific circumstances or events.

### X. INDEMNIFICATION OF DIRECTORS AND OFFICERS

A. Indemnification in Actions by Third Parties. The Association shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (other than an action by or in the right of the Association) by reason of the fact that such person is or was an officer or director of the Association against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Association in accordance with paragraph (d) of this Article X, which approval shall not be unreasonably withheld), attorneys' fees, fines and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that the Association shall not be required to indemnify or advance expenses to any such person or persons seeking indemnification or advancement of expenses in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized by the Board. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

B. Indemnification in Derivative Actions. The Association shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was an officer or director of the Association against amounts paid in settlement thereof (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Association in accordance with subparagraph (d) of this Article X, which approval shall not be unreasonably withheld) and all expenses (including attorneys' fees) actually and reasonably incurred by such person in

connection with the defense or settlement of such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification under this subparagraph (b) shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable to the Association unless and only to the extent that the court in which the action, suit or proceeding is brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to such indemnification.

C. Indemnification for Expenses. Notwithstanding the other provisions of this Article X, to the extent that a person who is or was serving as a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraphs (a) and (b) of this Article X (including the dismissal of any such action, suit or proceeding without prejudice), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

D. Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of subparagraphs (a) and (b) of this Article X, unless ordered by a court and except as otherwise provided by subparagraph (c) of this Article X, the Association shall determine that such person has met the specified standard of conduct entitling such person to indemnification as set forth under subparagraphs (a) and (b) of this Article X. Any determination that a person shall or shall not be indemnified under the provisions of subparagraphs (a) and (b) of this Article X shall be made by the (i) board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the members of the Association, and such determination shall be final and binding upon the Association; provided, however, that in the event such determination is adverse to the person or persons to be indemnified hereunder, such person or persons shall have the right to maintain an action in any court of competent jurisdiction against the Association to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. If such court action is successful and the person or persons are determined to be entitled to such indemnification, such person or persons shall be reimbursed by the Association for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

E. Advance of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately

be determined that such person is not entitled to indemnification by the Association. Notwithstanding the foregoing, no advance shall be made by the Association if a determination is reasonably and promptly made by (i) the Board by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding for which the advancement is requested, (ii) if a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the members of the Association that, based upon the facts known to the Board, counsel or members of the Association at the time such determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interests of the Association or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe such person's conduct was unlawful. In no event shall any advance be made in instances where the board, members or independent legal counsel reasonably determines that such person deliberately breached such person's duty to the Association or its members.

F. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article X shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, under the articles of incorporation, bylaws, agreement, vote of members of the Association or disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way right which the Association may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article X shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

G. Insurance. Upon resolution passed by the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this paragraph.

H. Vesting of Rights. The rights granted by this Article X shall be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's acceptance of such person's election or appointment as a director or officer of the Association and while this Article X may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Article X with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

I. Definition of Defense. For the purpose of this Article X, references to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as

well as appeals thereof and shall also include any defensive assertion of a cross claim or counterclaim.

J. Severability. If any provision of this Article X or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any officer or director of the Association is entitled under any provision of this Article X to indemnification by the Association for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Association shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

#### XI. USE OF ASSOCIATION PROPERTY OR INCOME

In no event shall the property or income of the Association inure to the personal financial benefit of any director or officer (other than reasonable compensation for services rendered); rather, it shall be devoted exclusively to the purposes set forth in the Articles of Incorporation. Should the Association dissolve, any property not previously disposed of shall be applied and distributed in the manner and for the purpose specified in the provisions of Chapter 355 of the Revised Statutes of Missouri and in the Articles of Incorporation.

#### XII. BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member of the Association. The Declaration, the Restrictions, the Articles of Incorporation and these Bylaws shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at a reasonable cost.

#### XIII. ASSESSMENT

As more fully provided in the Declaration, each Member is obligated to pay the Association's Assessments which are secured by a continuing lien upon the property against which



the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If any Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law or equity against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorney's fees for any such action shall be added to the amount of such Assessment. No one may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or by abeyance or abandonment of any claim to or interest in a Lot.

#### XIV. CORPORATE SEAL

The Association may have a seal in circular form with the circumference of the words The Meadows of Winterset Homeowners Association, Inc.

#### XV. AMENDMENTS

A. General. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of the majority of a quorum of the Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration have the right to veto amendments while there is a Class B Membership.

B. Order of Precedence. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration or the Restrictions and these Bylaws, the Declaration or the Restrictions shall control, as appropriate.

#### XVI. MISCELLANEOUS

A. Fiscal Year. The fiscal year of the Association shall begin the first day of June and end on the 31st day of May of every year, except that the first fiscal year shall begin on the date of incorporation.

B. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

C. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

D. Construction. These Bylaws are intended to comply with all of the applicable provisions of Missouri Law and shall be so interpreted and applied.