

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREMONT MANOR**

THIS DECLARATION, made on the date hereinafter set forth, by LAKEY CUSTOM BUILDING, INC., a Missouri corporation, hereinafter called the “Original Owner”, and TREMONT MANOR DEVELOPMENT COMPANY, a Missouri corporation, herein after referred to as the “Declarant,”

WITNESSETH

WHEREAS, the Original Owner owns certain property in the City of Kansas City, Platte County, Missouri, which is more particularly described in Exhibit A;

WHEREAS, the Declarant will purchase and develop a residential subdivision on the Properties (hereinafter defined) and, along with the Original Owner, desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community and for the maintenance of the Properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each present and future owner thereof;

WHEREAS, the Declarant, along with the Original Owner, has deemed it desirable, for the efficient preservation of the environment, values, and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated under the laws of the State of Missouri Tremont Manor Property Owners Association, Inc., as a not—for—profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Original Owner and Declarant declare that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to the Tremont Manor Property Owners Association, Inc., its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned or leased by the Association for the common use and enjoyment of the members of the Association, including all property identified as common areas in any recorded subdivision plat relating to the Properties.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the Properties, excepting the Common Area, and Developer Owned Acreage.

Section 5. “Developer Owned Acreage” shall mean land lying within the Properties which is owned by either or both (or any) of the Developers which has not been subdivided into Lots or developed into multi-family residential, commercial or industrial units.

Section 6. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 7. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. “Declarant” shall mean and refer to Tremont Manor Development Company, a Missouri corporation, its successors and assigns.

Section 9. “Developers” shall refer to Tremont Manor Development Company, a Missouri Corporation, and Lakey Custom Building, Inc., a Missouri corporation, and their successors and assigns.

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property to be made subject to these restrictions shall require the assent of two-thirds (2/3) of Class A and B votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at

such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. The foregoing notwithstanding, if within twenty (20) years of the date of incorporation of the Association the Developers should develop additional lands within the immediate vicinity of, and contiguous to, or immediately adjacent to a public road or area which is contiguous to, the heretofore described land subject to this declaration, such additional lands may be annexed to said Properties by the unanimous vote of Class B members without the assent of any member other than the Developers.

ARTICLE III MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot or of Developer Owned Acreage, which is subject by covenants of record to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association.

ARTICLE IV VOTING RIGHTS

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

Class A. Class A members shall be all owners of single-family residential lots, with the exception of the Developers. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. 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 ownership of any Lot, except as hereinafter provided for Class B voting rights.

Class B. The Class B members shall be the Developers. Class B members shall be entitled to three (3) votes for each Lot in which either (or any) of them holds the interest required for membership by Article III. Class B members shall be entitled to five (5) votes for each acre or major fraction thereof of Developer Owned Acreage in which they hold an interest required for membership by Article III. The two existing Developers shall jointly exercise the voting rights relating to any and all qualifying property owned by either or both of them as they among themselves shall determine, but in no event shall more than the heretofore described number of votes be cast in relation to the Lots and other land owned by the Developers. Class B membership may be converted to Class A in relation to any parcel or parcels of property at any time, at the option of the

Developers, by delivery of written notice to the President of the Association, and shall in any event cease to exist, and all lots and other land owned by the Developers shall become the subject of Class A membership on January 1, 2008.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or other tract of land, excepting unimproved acreage not owned by the Developers, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;

- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot or land remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;

- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two—thirds (2/3) of all eligible votes in Class A and B under the provisions of Article IV has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance;

- (f) The right of the Association to make reasonable rules and regulations and impose reasonable restrictions upon such use and enjoyment for the benefit of all members, their guests and assigns as provided in Article IX.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By—Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Developers hereby covenant for themselves, their successors and assigns, that they will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to easements and rights created by this or similar instruments, upon demand by the Board of Directors of the Association, or at such time as the Developers may wish to make, and the Boards of Directors wishes to accept, such a conveyance.

Section 4. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot or other land of said Owner.

Section 5. Preservation of Private Property for Recreation Purposes. All Common Area identified on any plat of the Properties as open space for recreational purposes in accordance with section 31.32 of the General Ordinances of the City of Kansas City, Missouri, or any successor thereto shall be maintained by the Association as open space for recreational purposes in accordance with such section. No change shall be made in the extent or use of any such Common Area without the prior express written consent of the City of Kansas City, Missouri.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developers, for each Lot and all other land owned within he Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and Occupants.

(b) Special Assessments. Special assessments may be imposed by the Board of Directors upon any Lot for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

(c) Special Maintenance Assessments. In addition to the foregoing, the Association may levy in any assessment year uniform special assessment against Lots applicable to that year and not more than the next two (2) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Class B members and be approved by two-thirds (2/3) vote of Class A members present and voting in person or by proxy at a regular or special membership meeting.

Section 3. The initial maximum annual assessment, as determined by the Board of Directors of the Association shall be Two Hundred Dollars (\$200.00) for each Lot, and Twenty-Five Dollars (\$25.00) per acre (and major fraction thereof) for each acre of undeveloped and unplatted land not owned by the Developers; provided, however; that assessments for all Lots owned by Class B members, as defined by Article IV, shall be assessed as a single sum separately from other Lots which shall equal the annual assessment rate for each residential Lot, multiplied by the number of Lots owned by the Developers, reduced by one-half (1/2) of the total amount of assessments paid and accrued from non-Developer owned Lots, units and land during the last preceding calendar year.

(a) From and after January 1, 1988, the maximum annual assessment in each of the heretofore enumerated categories may be increased effective January 1 of each year without a vote of the membership in an amount equal to 150% of the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington D.C.) for the preceding month of July.

(b) From and after January 1, 1988, the maximum annual assessment for any or all categories may be increased without regard to the Consumer Price Index formula by a vote of the members for the next succeeding year, and at the end of each such period of one year, for each succeeding year, provided that any such change shall have the assent of a majority of the votes of Class A members and the approval of all Class B members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum, provided, however, the actual assessments for each of the heretofore identified categories must bear the same ratio to the assessments imposed in other categories as the maximum annual assessment for each such category bears to the maximum annual assessments for other categories.

Section 4. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate within all categories and may be collected on a monthly basis.

Section 5. Quorum for Any Action Authorized Under Sections 2 and 3. At the first meeting called, as provided in Sections 2(c) and 3(b) hereof, the presence at the meeting of members or of proxies entitled to cast sixty per cent (60%) of all the votes of Class A and B of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 2 and 3, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots and other land hereto fore enumerated on the first day of the month following the conveyance of such Lots and the conveyance of undeveloped and unplatted acreage not owned by the Developers. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, unit or parcel of land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the 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 per cent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or other property.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land shall not affect the assessment lien. However, the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area, and (c) all properties owned by a charitable or non profit organization exempt from taxation by the laws of the State of Missouri. However, no land or improvements devoted in whole or in part to dwelling, multi-family residences or commercial or industrial use shall be exempt from said assessments.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board An Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Class B members. At such time as the Class B membership shall cease to exist, the Board shall be appointed by the Board of Directors.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within one hundred eighty (180) days after plans and

specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

Section 5. Exceptions to Use Restrictions. The Board shall have the power to make Variations, alterations and changes in the restrictions set forth in Article VIII of this Declaration as to any one or more of the Lots, provided the same is accomplished for the mutual benefit of the applicant Owner and the Owners of surrounding Lots. Any decision of the Architectural Review Board in relation to any exception authorized by this Section may be appealed to the Board of Directors of the Association, which may reverse or modify such decision by a two—thirds (2/3) vote of the directors.

ARTICLE VIII

GENERAL USE RESTRICTIONS

All of the existing Property and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions:

Section 1. No Lot or parcel of land may be improved, used or exempted for purposes other than as provided by applicable zoning laws and as provided by restrictions filed of record in relation thereto.

Section 2. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than eight (8) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, nor until the landscaping as approved by the Architectural Review Board shall have been completed or other arrangements for completion shall have been approved by the Architectural Review Board.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Developers as shown on the recorded plats of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and parcel of land and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel, unless authorized by the Developer, Architectural Review Board or other governmental or community authority.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, or on any other property as a multi-family residential, commercial, or industrial unit.

Section 6. Livestock. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a maximum of two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial property in other than designated commercial areas.

Section 7. Garbage and Refuse. No Lot or other parcel of land shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition and housed and screened as specified by the Architectural Review Board.

Section 8. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter lots and other tracts of land. This section shall not be deemed to prohibit the erection of fixtures such as street light standards and fire hydrants within portions of the Properties dedicated to the city of Kansas City, Missouri.

Section 9. New Construction. All residences and other buildings permitted hereby on residential lots shall be initially new construction. No building shall be moved onto any of such lots.

Section 10. Signs. No signs advertising the sale or rental any lot or other land, whether or not improved, located with the Properties shall be erected except those which shall be furnished or approved by the Developers of not more than five (5) square feet in area advertising unimproved lots for sale by the Developer, or new residences for sale by the builder. No other signs of any type whatsoever may be placed or erected on residential property.

ARTICLE IX

MAKING AND ENFORCING RULES AND REGULATIONS

Section 1. Scope of Rules and Regulations. The Association may from time to time promulgate rules and regulations as hereinafter provided. Such rules and regulations shall govern the use of the Common Area and facilities, the conduct of Members and their guests, compliance with restrictions and covenants filed of record and relating to the use of land or improvements within the Properties, the control of architecture within the Properties, and other matters necessary to insuring the health, safety and welfare of residents.

Section 2. Scope of Rules and Regulations. Rules and regulations shall be promulgated as provided in the Association By-Laws Within thirty (30) days of the enactment of new rules and regulations, notice thereof shall be mailed to all Members, postage prepaid, at the last known address of each such Member.

Section 3. Effective Date of Rules and Regulations. Rules and regulations shall become effective ten (10) days after the notice of the enactment thereof is mailed to Members.

Section 4. Fines Suspensions and Other Sanctions. Members violating duly promulgated rules and regulations shall be subject to, sanctions in accordance with the terms and provisions of such rules and regulations. Such sanctions may include, but shall not necessarily be limited to:

(a) Suspension from the privileges of membership, to include the right to vote and the right to use and enjoy all or part of the Common Area, for a period not to exceed ninety (90) days for each such violation.

(b) The assessment of reasonable fines, not to exceed fifty dollars (\$50) for each such violation. Such fines, as well as costs and attorney's fees expended in collecting fines or enforcing suspensions pursuant to Section 4(a), next above, shall be considered Special Assessments and shall become a lien against any Lot owned by any violator.

(c) Reasonable directives of a mandatory or prohibiting nature concerning courses of conduct or material, equipment, structures or property, including, but not limited to:

(1) prohibitions on the use of specified equipment, vehicles or devices in or around the Common Area.

(2) The removal of structures failing to conform with architectural control guidelines, or vehicles, parked or stored on Lots, streets or land within the Properties in violation of restrictive covenants or rules and regulations.

(3) The imposition of Special Assessments to pay the costs of removing, and if necessary storing, unauthorized vehicles or structures from Lots or other land.

(4) Prohibitions on certain Members engaging in specified activities, authorizing the use of the Common Area by specified guests, or otherwise exercising privileges within the Properties which have previously jeopardized the health, safety or welfare of the members.

(d) Other reasonable actions which are specified in the rules and regulations promulgated and which bear a reasonable relationship to the violation for which the sanction is imposed.

Section 5. Enforcement of Sanctions. All Members are deemed to have given their implied consent to the authority of the Association to impose reasonable rules and regulations upon them and their licensees and guests when they purchased property subject to the Declaration. Such consent includes the right of the Association to suspend or curtail access to the Common Area and impose fines and other reasonable sanctions for the violation of duly promulgated rules and regulations. Failure to abide by such sanctions may therefore result in:

(a) Criminal prosecution for trespass or other appropriate offenses.

(b) Civil actions for trespass, injunction or other appropriate relief.

(c) The use of reasonable and lawful force to insure compliance.

Section 6. Penalty for Disregarding Sanctions. In addition to the methods enumerated in Section 5, next above, for enforcing sanctions, each day during which a Member disregards or fails to comply with duly imposed sanctions shall be regarded as a new and separate violation of the rules and regulations of the Association and shall, upon notice and hearing, as hereinbefore provided, result in a fine or suspension equal to the total fine or suspension, if any, originally imposed against the Member(s) disregarding such sanctions.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, unit or parcel of land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast no less than ninety per cent (90%) of the Class A votes, and thereafter by an instrument signed by members entitled to cast not less than seventy-five per cent (75%) of the Class A and B votes. Any amendment must be properly recorded.

Section 4. Limitations. As long as there is a Class B membership, the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the Members acting as individuals or in affiliation with other members or groups.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of October 1987.

LAKEY CUSTOM BUILDING, INC.

By B. A. Lakey

ATTEST

Owen K. Ball Jr.

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

On this 21st day of October, 1987, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Bennie Lakey, known to me to be the same person who executed the foregoing instrument and personally known to me to be the President of Lakey Custom Building, Inc., and acknowledged that he executed the said instrument as his free and voluntary, act as President, and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year in this certificate above written.

Robin G. Wallace

Notary Public

My commission expires:

February 10, 1989

TREMONT MANOR DEVELOPMENT COMPANY

By B. A. Lakey

ATTEST

Owen K. Ball, Jr.

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON

On this 21st day of October, 1987, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Bennie Lakey, known to me to be the same person who executed the foregoing instrument and personally known to me to be the President of Tremont Manor Development Company, and acknowledged that he executed the said instrument as his free and voluntary act as President, and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year in this certificate above written.

Robin G. Wallace

Notary Public

My commission expires:

February 10, 1989

EXHIBIT A

LEGAL DESCRIPTION: TREMONT MANOR SUBDIVISION

All that part of the Northeast Quarter (NE 1/4) of Section 30, Township. 51, Range 33, in Kansas City, Platte County, Missouri, being more particularly described as follows:

Commencing at a point on the South line of said Quarter section which is 693.00 feet East of the Southwest corner thereof, said point being on the easterly boundary of a tract of land approved by Ordinance Number 38916 for a Community Unit Project proposed by August R. Grasis and Biruta Grasis; thence northeasterly on the easterly boundary of said Community Unit Project on a line which deflects to the left 51 degrees, 16 minutes, 20 seconds from the last described course a distance of 245.51 feet (along a meandering line assumed to be a creek, as described in Book T at Page 50 in the Platte County Recorder's Office) to the True Point of Beginning, thence continuing on the Easterly boundary line of said Community Unit Project northeasterly on a line which deflects 85 degrees, 12 minutes, 10 seconds left from the last described course a distance of 792.00 feet (along a meandering line assumed to be a creek, as described in Book T at Page 50, in the Platte County Recorder's Office); thence continuing on the easterly boundary line of said Community Unit Project northeasterly on a line which deflects 82 degrees, 00 minutes, 00 seconds right from the last described course a distance of 869.84 feet; thence continuing on the easterly boundary line of said Community Unit Project northwesterly on a line which deflects 46 degrees, 00 minutes, 00 seconds left from the last described course a distance of 165.00 feet; thence northeasterly on said easterly boundary line of said Community Unit Project on a line which deflects 14 degrees, 00 minutes, 00 seconds right from the last described course a distance of 330.00 feet; thence northeasterly along said easterly boundary line on a line which deflects 31 degrees, 00 minutes, 00 seconds from the last described course 227.01 feet; thence southeasterly on a line which deflects 131 degrees, 43 minutes, 39 seconds right from the last described course a distance of 120.13 feet to a point of curvature; thence southeasterly on a curve to the left having a radius of 325.00 feet and the last described course as the initial tangent bearing a distance of 393.62 feet; thence southerly on a line which deflects from the final tangent bearing of the last described curve 86 degrees, 00 minutes, 00 seconds right, a distance of 345.00 feet; thence easterly on a line which deflects 94 degrees, 15 minutes, 00 seconds from the last described course a distance of 250.00 feet; thence southeasterly on a line which deflects 09 degrees, 15 minutes, 00 seconds right from the last described course a distance of 240.00 feet; thence southerly on a line which deflects 86 degrees, 30 minutes, 00 seconds right from the last described course a distance of 255.00 feet; thence southwesterly on a line which deflects 23 degrees, 15 minutes, 00 seconds right of the last described course a distance of 218.00 feet; thence southwesterly on a line which deflects 22 degrees, 30 minutes 00 seconds left from the last described course a distance of 160.00 feet; thence southwesterly on a line which deflects 15 degrees, 00 minutes, 00 seconds right from the last described course a distance of 90.00 feet; thence southwesterly on a line which deflects 12 degrees, 00 minutes, 00 seconds left from the last described course a distance of 98.00 feet; thence southeasterly on a line which deflects 13 degrees, 45 minutes 00 seconds left from the last described course a distance of 45.00 feet; thence southwesterly on a line which deflects 83 degrees, 30 minutes 00

seconds right of the last described course a distance of 92.00 feet; thence southwesterly on a line which deflects 08 degrees, 00 minutes, 00 seconds left of the last described course a distance of 160.00 feet; thence southwesterly on a line which deflects 13 degrees, 00 minutes, 00 seconds left of the last described course a distance of 138.00 feet; thence northwesterly on a curve having a radius of 825.00 feet and an initial tangent bearing that deflects 85 degrees, 29 minutes, 52 seconds right of the last described course a distance of 137.24 feet; thence southwesterly on a line which deflects 97 degrees, 06 minutes, 04 seconds left of the final tangent bearing of the last described course a distance of 195.00 feet; thence southeasterly on a line which deflects 82 degrees, 12 minutes, 00 second left of the last described course a distance of 70.00 feet; thence southwesterly on a line which deflects 98 degrees, 12 minutes, 00 seconds right of the last described course a distance of 178.00 feet to the True Point of Beginning. .

The above described tract containing 29.99 acres (1306409.16 square feet) more or less, and being subject to all easements, reservations, and restrictions of record.