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RECORDS & CLERK
COUNTY OF JACKSON, MISSOURI

DECLARATION

1997 DEC 17 JOB COVENANTS, CONDITIONS AND RESTRICTIONS
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RECORDED BOOK PAGE
DIRECTOR OF RECORDS

OF

SUMMIT MILL 1ST FLAT

THIS DECLARATION made on the date hereinafter set forth by SUMMIT MILL L.L.C., a Missouri limited liability company, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the City of Lee's Summit, County of Jackson, State of Missouri, which is more particularly described as:

Lots 1-75, SUMMIT MILL, a Subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded Plat thereof; and

WHEREAS, Declarant is now developing the first phase of a high quality residential subdivision of which the heretofore described property will ultimately form a portion, and which subdivision shall ultimately include single family residential dwellings, extensive common areas, recreational facilities, green spaces, and other features of the like; and

WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on said property, as hereafter set forth, and such other property as may subsequently be subjected hereto, for the use and benefit of Declarant, its grantees and assigns; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, 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 owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values, and amenities in said Property, to create an agency or agencies 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

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WHEREAS, the Declarant has incorporated or caused to be incorporated or will cause to be incorporated, under the laws of the State of Missouri the Summit Mill Homeowners Association, Inc., as a not-for-profit corporation for the purpose of exercising the functions aforesaid for the benefit of and applying to all of the property now or hereafter covered by this Declaration; and

NOW, THEREFORE, Declarant hereby declares that all of the property described above and any property subsequently annexed by separate Declaration hereto (except as expressly provided in such annexation) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Summit Mill Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use, enjoyment and benefit of all the members of the Association, and shall include easements granted to the Association for the common use and benefit of all Association members.

Section 3. "Declarant" shall mean and refer to SUMMIT MILL L.L.C., its successors and assigns.

Section 4. "Lot" shall mean and refer to any separately designated or numbered plot of land shown upon any recorded subdivision map of the Property excepting the Common Area.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean and refer to every person or entity who hold membership in the Association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any Lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

Section 11. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If within ten (10) years of the date of this Declaration, the Declarant 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, or other land hereafter annexed to the heretofore described land, such additional lands may be annexed to said Property by the Class B Member without the assent of any other Member.

Section 2. Following the period set forth in the preceding section, annexation of addition Property to be made subject to these restrictions shall require the assent of two-thirds (2/3) of all Class A 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 percent (60%) of the votes of the aforesaid 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.

ARTICLE III

ASSOCIATION MEMBERSHIP

Section 1. Each Owner (notwithstanding the number of Lots owned) shall be entitled to one (1) Association Membership and one (1) vote in the Association as a Class A Member so long as the Owner remains an Owner of such Lot(s), and such Owner shall specify in writing to the Association the name of the individual who holds the Association Membership. In the absence of such written specification, Assessments shall be charged against the Lot and Owner thereof, but there shall be no right to vote the Membership. The Member must be an individual who, is either an Owner, or if the Owner is or includes another individual, the Member may be an individual who is a partner if the Owner is or includes a corporation, or a beneficiary of a trust if the Owner is or includes a trust, or an owner of an entity if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common Owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot shall entitle the Owners thereof to a total of one (1) vote, to be exercised in whatever manner they shall jointly determine.

Section 2. A builder of a residence on a Lot, although an Owner, shall not be entitled to any vote in the Association unless and until such builder occupies the Living Unit as such builder's sole place of residence.

Section 3. Subject to the provisions of this ARTICLE III, once a Member has been specified as an Owner, a successor Member may only be specified as such Owner upon at least fifteen days' prior notice to the President of the Association; provided, however, the foregoing shall not impair any other provisions of ARTICLE III.

Section 4. A Membership shall not be transferred, pledged or alienated in any way, except as herein expressly provided. Subject to the provisions of ARTICLE III, an Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot.

Section 5. The Declarant shall be the Class B Member.

Section 6. Notwithstanding anything in this ARTICLE III or elsewhere in this Declaration to the contrary, the Class B Member shall maintain absolute and exclusive control over the Association, the Association Board and the ARC, including appointment and removal of the president and all officers of the Association, all directors of the Association Board and all

members of the ARC until ninety-five percent (95%) of the Lots in the Development Plan (as it exists from time to time) have been sold to Owners other than builders. Until such time, only the Class B Member shall be entitled to cast any votes with respect to the election and removal of the Association officers, directors and members of the ARC, or any other matter requiring the vote or approval of the Association Board or of Association Members. The Class B Member may voluntarily (but shall not be required) at any time relinquish all or any part of the Class B Member's control and rights herein.

ARTICLE IV

VOTING RIGHTS

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

Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant.

ARTICLE V

POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

- (1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.
- (2) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places or in the Common Area.
- (3) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of Members of this Association, gateways, entrances or other features.

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(4) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the Members.

(5) To provide for the establishment, operation and Maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public or the Owners, or to which all such Owners have access and use thereof, and to provide for the Maintenance of natural water courses within the Property.

(6) To erect and maintain signs for the marking of the streets.

(7) To provide for all general items of use, Maintenance and repair on or over the Common Area, including fences.

(8) To provide for additional police service by special arrangement with State, City or County authorities.

(9) To obtain fire insurance covering the full insurable replacement value of the improvements to Common Area with extended coverage.

(10) To obtain liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

(11) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(12) To obtain a standard fidelity bond covering all Members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(13) To mow, care for and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

(14) 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 so used by it, and such taxes as may be assessed against the Common Area. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

(15) To enter into such agreements with other Homes Associations, municipalities, political subdivisions, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the Owners and members of this Association within the purview of this Declaration.

(16) To limit or select the trash removal services for residential pick up for all lots in Summit Mill and the days on which the trash pick ups are to be made.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right of ingress and egress 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 subject to the following provisions:

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

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Property;

(c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any Member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) 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 the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer.

(e) The right of the Association to make reasonable rules, regulations and conditions and impose reasonable restrictions upon the use and enjoyment of Common Areas for the benefit of all Members, their guests and assigns.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the Members of his immediate family, his tenants or contract purchasers who reside on the Property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it 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, at such time as the Declarant may wish to make such a conveyance, from time to time, and in any event no later than the time when the Class B membership ceases to exist.

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 member 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.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any 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 such costs of collection thereof, and reasonable attorney's fees, 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 or persons who were the Owner or Owners of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The 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 Property and in particular for the improvements and Maintenance of the Property, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials,

management and supervision of the Common Area, and for the Maintenance, repair and services listed in ARTICLE V hereof, and for any other purpose which is necessary or desirable for the Maintenance and improvement of the Property and Common Area, or which is of general benefit to the Owners and occupants.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment shall be Three Hundred Seventy-Five and No/100 Dollars (\$375.00) per Lot.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two (2) immediately preceding calendar years. Such increased amount as calculated and established from time to time shall be deemed to be the new maximum annual assessment amount for the purpose of increasing the maximum annual assessment from time to time for subsequent years.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of 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) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, 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, provided that any such assessment shall have the assent of three-fifths (3/5) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under

Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the 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 sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate per Lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to an individual Lot on the first day of the sixth month following the original conveyance of each such Lot by Declarant or upon the first day of the month following the issuance of an occupancy permit by appropriate authorities approving the occupancy of a dwelling on such Lot, whichever shall first occur. The first annual assessment for a individual Lot shall be prorated 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 at least thirty (30) days in advance of each annual assessment period which shall be based upon a calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1st of each year unless established otherwise by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. 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 ten percent (10%) per annum. 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.

Section 9. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such Property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve

such Property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

Section 10. 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; and (b) any portion of the Property dedicated or set aside as Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Conditions. No construction, improvements, alterations, landscaping, repairs, excavations, repainting of an improvement a different color, 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 Declarant to an Owner shall be made or done without the prior approval of Declarant, so long as the Class B membership continues to exist. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of Declarant, so long as the Class B membership continues to exist. Prior to the commencement of any such process, the Owner or his representative shall submit detailed plans and specifications to Declarant concerning the work to be done or changes to be made including the location on the Lot where such changes are to be made, and any other pertinent details.

Section 2. The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall fulfill the functions of Declarant as set forth in this ARTICLE VIII. At such time as the Class B membership shall cease to exist, such Board shall be appointed by the Board of Directors of the Association.

Section 3. Purpose. Declarant or the Architectural Review Board as applicable, shall regulate the external design, appearance, use, location and Maintenance of the Property 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 4. Procedures. In the event Declarant fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed denied. 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. No appeal may be taken from a decision of the Board of Directors.

ARTICLE IX

USE RESTRICTIONS

Section 1. Use of Land. None of said Lots 1-75 may be improved, use, or occupied for other than private single family residential purposes (except for model homes used by the Declarant) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporary or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Notwithstanding any other provision of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction of such improvements.

Section 2. Height Information. Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said Lots with the written consent of Declarant or the Architectural Review Board, after its appointment.

Section 3. Minimum Size Requirements. The minimum square footage requirements shall be as follows:

Single-level, above ground level, with an:

Attached garage	:	1,500
One and one-half story with attached garage	:	2,200 (1,000 sq. ft. first floor)
Two story with attached garage	:	2,200 (1,400 sq. ft. first floor)

No raised ranch or split-entry residences shall be permitted in Summit Mill.

The pitch of any roof line on a straight ranch, or a raised ranch having only one story above ground level shall be no less than eight-twelfths (8/12) unless specifically and otherwise approved per ARTICLE VIII. Ground level as used in this section shall be considered to be the elevation of the ground across the front of a proposed residence at the front of such proposed residence.

Section 4. Above Ground Pools Prohibited. No above ground swimming pools shall be erected, installed, constructed and/or maintained by an Owner on any Lot, other than an entirely portable and movable wading pool.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map. Declarant reserves the right to permit the construction of a dwelling on said Property on any Lot two (2) feet nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two (2) cars. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 7. Roofing Material. All roofing shall be wood shingle or composition roofing weathered gray in color of Timberline or equivalent quality (twenty-five year rating), the exact color and texture of which shall be approved in writing by Declarant or the Architectural Review Board as applicable. Any other material due to pitch of roof must be submitted to Declarant or the Architectural Review Board for approval.

Section 8. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant for the sale of new construction by the Declarant or other builders.

Section 9. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damage condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed.

Section 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat 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 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 11. 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.

Section 12. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land.

Section 13. 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 14. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family. The construction, placement or erection of any structure, enclosure, cage, dog pen, dog run, or other device used to confine or house dogs, cats or other household pets is expressly made subject to the terms and conditions of ARTICLE VIII.

Section 15. Advertising Prohibited. No advertising signs (except one of not more than nine (9) square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures by the Declarant or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 16. Screening Required. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clotheslines shall be permitted and no trash burning shall be permitted on any Lot. All lots which have their rear property line abutting the collector street, known as Mill Avenue, shall have constructed at the rear of the lot a screening fence which shall be six (6) foot in height and shall be approved by the Architectural Review Committee.

Section 17. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot. The foregoing prohibition shall expressly extend to satellite dishes or other devices designed to receive or pick up radio or television transmission signals in excess of 30" in diameter.

Section 18. Storage Tanks. No tank for the storage of fuel may be maintained on any Lot above the surface of the ground.

Section 19. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

Section 20. Parking and Storage of Vehicles Prohibited. No school buses, tractors trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailers shall be regularly parked in the open on any Lot or at the curb and in any event not more than twelve (12) hours at any one time.

Section 21. Trash. No trash, refuse grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property.

Section 22. Maintenance of Common Area Fences. Each Owner shall maintain that portion of Common Area fences which abuts and faces his property. The Association shall maintain the side facing the Common Area.

Section 23. Fences. No fences or walls shall be placed on any Lot without permission of the Architectural Review Board and no approved fence or wall shall be erected or maintained in such a manner as to obstruct the view of vehicular traffic. No wire or chain link fence shall be erected on any Lot.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these Covenants. Any such action may be initiated by the Declarant, any Owner, or the Homes Association created and referred to herein. Failure by the Declarant or 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. In addition to any other remedy provided herein, a party, seeking the enforcement of these restrictions shall be entitled to such party's reasonable attorneys' fees, court costs and other costs of litigation from a party found to be violating the terms and conditions of this Declaration.

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

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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 those entitled to cast not less than seventy-five percent (75%) of the Class A Members and the Class B Member, and thereafter, by an instrument signed by Members entitled to cast not less than two-thirds (2/3) of all votes.

Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in the Office of the Director of Records for Jackson County, Missouri, in the Recorder's Office in Independence.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

IN WITNESS WHEREOF, the said Declarant, by its duly authorized officers, has caused this instrument to be executed this 15th day of November, 1997.

"Declarant"

SUMMIT MILL L.L.C., a Missouri
limited liability company

By Kenneth B. McClain
Kenneth B. McClain, Member

By Buford L. Farrington
Buford L. Farrington, Member

13111P2090

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 15th day of December, 1997, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Kenneth B. McClain and Buford L. Farrington, known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Members of SUMMIT MILL L.L.C., and acknowledged that they executed the said instrument as their free and voluntary act as such Members, and as the free and voluntary act of the said limited liability company, for the uses and purposes therein set forth.

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

Michele A. Sneed
Notary Public

My Commission Expires:

MICHELE A SNEED
Notary Public - Notary Seal
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP APR 21, 2001