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ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

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Title of Document: Declaration of Covenants, Conditions and Restrictions
for The Greens of Chapel Ridge (platted as The Villas

Date of Document: of Chapel Ridge - 1st Plat)

December 15, 2006

Grantor(s): Chapel Ridge Estates, L.L.C.

Grantee(s): Chapel Ridge Estates, L.L.C.

Grantee(s) Mailing Address: c/o Michael Atcheson
839 N.E. Woods Chapel
Lee's Summit, Mo 64064

Legal Description: The Villas of Chapel Ridge - 1st Plat, Lots 1 thru 42,
a subdivision in the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 8, Township
48, Range 31, in Lee's Summit, Jackson County, Missouri,
according to the recorded plat thereof, and commonly
known as The Greens of Chapel Ridge

Reference Book and Pages(s): Plat - Document No. 2006E0139144

*(If there is not sufficient space on this page for the information required, state the page
reference where it is contained within the document.)*

COFFELT LAND TITLE, INC.
262 NE Tudor Road
Lee's Summit, MO 64086

**Declaration of Covenants,
Conditions and Restrictions
for
The Greens of Chapel Ridge
(platted as The Villas of Chapel Ridge-1st Plat)**

WHEREAS, Chapel Ridge Estates, L.L.C., a Missouri limited liability company (hereinafter referred to as "Declarant"), is the owner of all the property platted as THE VILLAS OF CHAPEL RIDGE, a subdivision in Jackson County, Missouri, according to the recorded plat thereof, and legally described as:

The Villas of Chapel Ridge - 1st Plat, Lots 1 thru 42, a subdivision in the Southwest Quarter and Southeast Quarter of Section 8, Township 48, Range 31, in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof,

and commonly known as The Greens of Chapel Ridge (hereinafter referred to as "Subdivision" or "Property"), and the Declarant now desires to place certain restrictions and reservations on all of the said subdivision property, for the use and benefit of the present owners, and for their future grantees, heirs, successors and assigns; and

WHEREAS, there is presently in existence a corporate entity known as the Lakewood Property Owners Association, Inc., to which has been delegated and assigned certain powers for the maintenance, preservation and control of, and to promote the health, safety and welfare of the residents in the environment within an area known as Lakewood and to include The Greens of Chapel Ridge; and

WHEREAS, there is presently in existence a corporate entity known as the Chapel Ridge Estates Homeowners Association, Inc., to which has been delegated and assigned certain powers for maintenance, preservation and control of, and to promote the health, safety and welfare of the residents within the area known as The Greens of Chapel Ridge; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the environment, values and amenities of The Greens of Chapel Ridge, to provide that all future owners of lots in The Greens of Chapel Ridge shall automatically become a member, and their lots shall become within the jurisdiction of both the Chapel Ridge Estates Homeowners Association, Inc. and the Lakewood Property Owners Association, Inc., a Missouri non-profit corporation, subject to the payment of assessments as set forth in this Declaration as well as to such other conditions or provisions as are set forth in the Articles of Incorporation and Bylaws of the Chapel Ridge Estates Homeowners Association, Inc. and the Lakewood Property Owners Association, Inc. as now in existence or as those documents may hereafter be amended;

NOW THEREFORE, in consideration of the premises, Declarant, for itself, its successors and assigns, and its future grantees, does hereby declare that all of the lands described above included within the Subdivision shall be and are hereby restricted as to the use in the manner hereinafter set forth:

ARTICLE I DEFINITIONS

This instrument shall hereafter, for the convenience and for purposes of brevity and clarity, be defined as the "Declaration" and shall be provided to each Lot Owner at the time of purchase of a Lot. For the purpose of brevity, certain words, phrases and terms used in this Declaration are defined as follows:

- 1.1 "Area of Common Responsibility": The Common Area, together with those areas, if any, which the Association does not own but which by the terms of Sections V.1, VI.1, or other provisions of this Declaration, any Supplemental Declaration, or other applicable covenants, or by contract become the responsibility of the Association.
- 1.2 "Architectural Review Committee" or "ARC": The committee established by the Board to review all plans and applications for the construction and modification of improvements on the Property (subject to the rights reserved to Declarant in Sections II.1, II.2, Article VIII, Article X and Section XI.2) and to administer and enforce the architectural controls described in Article IV and by the Community-Wide Standard. Before said Committee is established, the Declarant shall have any and all authority herein given to the ARC or as delegated from Declarant to the Parcel Association.
- 1.3 "Assessment": A fee or charge levied on all Lots subject to assessments to fund Common Expenses for the general benefit of all Lots and to fund expenses incurred or to be incurred by the Declarant or the Association or the Parcel Association.
- 1.4 "Association": The Lakewood Property Owners Association, Inc., a not-for-profit Missouri corporation, its successors or assigns. "Parcel Association" shall mean the

Chapel Ridge Estates Homeowners Association, Inc., a not-for-profit Missouri corporation, its successors or assigns.

- 1.5 "Board": The Board of Directors for the Association.
- 1.6 "Common Area": All real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. The term shall include, without limitation, recreational facilities, entry features, signage, landscaped medians, rights of way, lakes, ponds, and streams. The Common Area described herein is legally described as follows: Tracts A-1 and B-1. This Declaration of covenants and restrictions pertaining to the Common Area shall be permanent. All Lot Owners are liable for the costs of maintenance of the Common Area and the costs of such maintenance shall be assessed proportionally against the Lot Owners in accordance with the rules of the Association.
- 1.7 "Common Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association or Parcel Association, including, without limitation (a) expenses incurred for the general benefit of all Owners and occupants of Lots, and (b) expenses for Board approved capital expenditures and any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles.
- 1.8 "Community-Wide Standard": The standard of conduct, maintenance, or other activity required within the Property. Such standard may contain both objective and subjective elements. Declarant shall have the authority to establish the subjective elements of the Community-Wide Standard. The objective elements of the Community-Wide Standard shall be determined by the Board. The Community-Wide Standard may evolve as the development progresses and as the needs and demands of the Subdivision community change.
- After Declarant transfers all of its right, title and interest in the property described on page 1 of this Declaration, the Community-Wide Standard shall be the standard of conduct, maintenance, or other activity generally prevailing throughout the Property at the subject point in time, as determined exclusively by the Board, or by the ARC (defined herein) with the approval of the Board.
- 1.9 "Covenant to Share Costs": Any declaration of easements and/or covenant to share costs executed by Declarant or the Association and recorded in the Office of the County Recorder which creates easements for the benefit of the Association and the present and future owners of real property subject to such Covenant to Share Costs and/or which obligates the Association and such owners to share the costs of maintaining certain property described therein.
- 1.10 "Declarant": Chapel Ridge Estates, L.L.C., a Missouri limited liability company, or any successor, successor-in-title, or assignee of Chapel Ridge Estates, L.L.C., who has or

takes title to any portion of the property described on page 1 of this Declaration for the purpose of development and/or resale in the ordinary course of business and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

- 1.11 "Dwelling Unit": Any building or structure or portion of any building or structure situated upon a Lot which is intended for use and occupancy as an attached or detached residence for a single family.
- 1.12 "Governing Documents": This Declaration, the Association and Parcel Association By-Laws, or any other rules and restrictions adopted by the Declarant, the Association or the Parcel Association.
- 1.13 "Lot": A portion of the Property, whether improved or unimproved (other than Common Area or any property dedicated to the public), which may be independently owned and conveyed and which is intended to be developed, used, and occupied with an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements, including any Dwelling Unit(s), thereon.
- 1.14 "Maintenance Fund": The Maintenance Fund shall be funds that may be used:
- a. For lighting and improving any dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in the Subdivision;
 - b. For maintaining the lawn irrigation systems and lawn care on the Lots as described in Section 11.2 hereof and may include collecting, recycling and disposing of garbage and rubbish; and
 - c. For doing any other thing necessary or desirable, in the opinion of the Declarant, to keep the property neat and in good order, and to eliminate fire hazards, or which, in the opinion of the Declarant, may be of general benefit to the owners or occupants of the land included in the Subdivision.
- 1.15 "Member": A Person entitled to membership in the Association and Parcel Association.
- 1.16 "Owner": Cumulatively, all Persons who hold the record title to any Lot. The term "Owner" shall not include Persons holding an interest merely as security for the performance of an obligation, in which case the equitable owner will be considered the Owner.
- 1.17 "Parcel Committee": shall mean (i) prior to the Turnover Date, the Declarant (or its designees from time to time) and (ii) on and after the Turnover Date, a committee appointed by the Parcel Association, if in existence, otherwise, a committee comprised of at least five (5) members of the Association (all of whom are Lot Owners in the

Subdivision and shall be appointed by and serve at the pleasure of the Board, subject to the term limitations and other provisions stated herein).

- 1.18 "Person": A natural person, a corporation, a company, a partnership, a trustee, an estate, or any other legal entity.
- 1.19 "Parcel" or "Property": The real property described on page 1 of this Declaration.
- 1.20 "Special Assessments": Assessments levied against Owners to cover unanticipated expenses or expenses in excess of those budgeted.
- 1.21 "Turnover Date": The earlier of (i) the date that Declarant no longer owns any Lot(s) in the Subdivision or (ii) such earlier date as Declarant voluntarily turns over its rights and powers to the Association.

ARTICLE II MAINTENANCE

II.1 Association's Common Area Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to:

- a. all Common Area, including but not limited to Tract A-1, upon transfer from the Parcel Association;
- b. all landscaping and other flora, parks, signage, structures, parking areas, and improvements, including any bike and pedestrian pathways and trails, situated upon the Common Area;
- c. all water service facilities and drainage facilities within the Area of Common Responsibility, including lakes, ponds, and other water features;
- d. any sidewalks that are not the responsibility of any Owner, or any local government entity;
- e. walls and fences constructed by the Declarant which serve as perimeter walls for the Property or which separate any Lot from Common Area, whether or not located on a Lot;
- f. landscaping, irrigation systems, and signage within public streets and rights-of-way within or abutting the Property to the extent maintenance by any local government is not consistent with the Community-Wide Standard;
- g. landscaping and other flora within any public utility easements and scenic easements within the Common Area (subject to the terms of any easement agreement relating thereto);

- h. any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Covenant to Share Costs, any plat of any portion of the Property, or any contract or agreement for maintenance thereof entered into by the Association; and
- i. any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property shall be identified by written notice from the Declarant to the Association.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and if otherwise permitted by applicable law.

Except as otherwise specifically provided herein, all costs for maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense allocated among all Lots in the entire Lakewood area as part of the general assessment, without prejudice to the right of the Association to seek reimbursement from the Persons responsible for such damage pursuant to this Declaration, other recorded covenants, or agreements with such Persons.

11.2 Parcel Assessment. For purposes of assessment and administration of parcel assessments, the Properties shall be considered a parcel under the Bylaws and other governing instruments of the Association. In addition to the annual and special assessments provided by Article IX of this Declaration, the Association shall have the right to make annual parcel assessments against Lots located within the Properties and annexed into the Association. The Association, upon the recommendation of the Parcel Association or Parcel Committee, shall also have the power, duty and obligation to do and perform certain acts on the Lots, which shall include, but need not be limited to:

- a. provide lawn care, consisting of mowing, edging, irrigating, fertilizing and weed control of the grass areas, and trimming of all shrubs and trees, whether in Tract B-1 or on a Lot (except within any patio area of any Lot or in any other area made inaccessible to the Association, the care of which shall be the responsibility of the Lot Owner);
- b. upon accumulation of at least two (2) inches of snow, provide snow removal for Lots' driveways and front sidewalks;
- c. may arrange for or provide to each Lot owner trash, garbage and recycling removal service on a regular basis with at least one pick-up each week; and
- d. own, operate and maintain the lawn irrigation systems after the Owner has paid the Declarant for the installation of such system installed by the Declarant upon the Lot when initially constructed.

The Association, in its discretion, may provide the maintenance and other services described in Sections II.1 and II.2 either through its own employees or through independent contractors or both. The cost of the provision of Section II.2 services shall be a parcel assessment imposed hereby upon each Lot within the Properties set, collected and disbursed by the Association. The Board of Directors of the Association shall set the date and amount of the annual parcel assessment upon the recommendation of the Parcel Association or Parcel Committee and vote of two-thirds of the Directors voting on the assessment. Such parcel assessment shall become a lien upon the Lot or other land of said Owner and be enforceable as other assessments herein.

II.3 Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, painting, plant replacement, weeding, and trimming, as the Declarant, the Association, or Parcel Association may determine to be necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, as determined by the Board, upon the recommendation of the Parcel Committee.

Notwithstanding anything to the contrary contained herein, neither the Association, the Parcel Association, nor any Owner shall be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

II.4 Parcel Committee. The Declarant (or such committee appointed by the Parcel Association if delegated by the Declarant) shall serve as the Parcel Committee prior to the Turnover Date. After the Turnover Date, the Parcel Committee shall be comprised of at least five (5) members of the Association (all of whom are Lot Owners and shall be appointed by and serve at the pleasure of the Board. The positions on the Parcel Committee may be divided by the Association Board into positions with staggered two year (2-year) terms. No member of the Parcel Committee shall serve in such position for more than 48 months during any five (5) year period. The provisions of this subsection shall not apply until the Turnover Date. Until such date, the Declarant or its designees shall be the Parcel Committee. The Parcel Committee shall meet as necessary to consider financial and other matters relating to the Properties within the scope of this Parcel Committee as provided in this Declaration. A majority of the members of the Parcel Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act, decision or recommendation of the Parcel Committee.

II.5 Parcel Maintenance and Group Services Charges. The Association shall have the right and power to subject the property situated in the Parcel to the Section II.2 monthly maintenance charges, upon recommendation of the Parcel Association or Parcel Committee, effective upon transfer of title from the Declarant to a builder or Owner. The Declarant has set the initial Parcel Maintenance Charge at Seventy-One and no/100

Dollars (\$71.00) per month. This charge is in addition to those assessments made by the Association for all Lakewood properties as described in Article IX of this Declaration.

Commencing the first day of every month, each Owner of property in the Subdivision, other than the Declarant, shall pay to the Association, in advance, the maintenance charges against his or her property. The maintenance charge payments shall be used by the Association or Parcel Association to create and continue a Maintenance Fund. The charge will be delinquent when not paid within thirty (30) days after it becomes due. In the event that an Owner acquires title to property in the Subdivision after the first day of any month, then such Owner shall be given a pro rata credit for the monthly maintenance charge from the first day of the month to the date on which such Owner acquires title to his or her property.

The monthly charge may be adjusted or reduced from time to time by the Declarant or Board as the needs of the property in its judgment may require; however, said adjustment shall never increase more than fifteen percent (15%) in any one calendar year without the approval of sixty percent (60%) of the Lot Owners in the Subdivision. Until such time as the Declarant owns no Lot in the Subdivision, the Declarant must consent to any change in the monthly charge.

- 11.6 Collection. The Association or Parcel Association shall have a lien on all of the Lots in the Subdivision to secure the payment of maintenance charges due and to become due, and the record Owners of the Lots shall be personally liable for all maintenance charges.

Upon demand, the Association and Parcel Association shall furnish to any Owner or mortgagee or person interested a certificate showing the unpaid maintenance charges against any Lot or Lots.

The Association may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Declarant or Association against any Lot or Lots for the benefit or better security of a mortgage.

- 11.7 Requirements of the City of Lee's Summit. The Association shall not be dissolved without the consent of the City of Lee's Summit unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal, and administrative ability to perform such obligations.

In the event that any condition of the Common Area is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Area shall be assessed proportionally against the individual lots within the Development, in an equal amount per individual lot, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of the assessed valuation per individual lot.

In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Area fails to meet any standard set forth in the final development plan, or final plat, if no final development plan is required, and such failure is abated by the City of Lee's Summit pursuant to the procedures of the City's Unified Community Property Ordinance, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the Director of Public Works shall certify all costs of such abatement, including enforcement costs and expenses of staff time incurred in the remediation of the deficiency, to the City's Director of Finance who shall cause a special tax bill to be assessed therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual lots within the development, in an equal amount per individual lot. The amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual lot. The tax bill from the date of its issuance shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance, shall be a defense thereto. Each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%) per annum.

The City of Lee's Summit shall be a third party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention, or detention facilities on the Common Area, and such provisions shall not be modified or amended without the written consent of the City of Lee's Summit.

ARTICLE III PROPERTY RIGHTS

III.1 Land Use. Any residence erected or maintained on any of said Lots shall be designed and used for single family residential purposes only and occupied by no more than one (1) family. None of the said Lots may be improved, used or occupied for other than private residence purposes. No flats or apartments may be erected thereon, even with the intention of residential purposes. Building plans, specifications, materials and square footage of any house must be approved in writing by Declarant or the ARC before construction of any home may begin.

III.2 Approval. Whenever in these restrictions Owner or Declarant approval is solely required, such approval shall mean Association approval once the Declarant has transferred all of its rights, title and interest in the Subdivision to Owners and the Association.

III.3 Additions to Existing Property. The Declarant may from time to time, but only with the written consent of the Association, add to the Property such land as is now owned or hereafter owned or approved for addition by the Declarant, provided that the land so added shall at that time be bound by all of the terms of this Declaration and any future modifications thereof, and provided that the Declarant shall be under no obligation to add additional land to the Property.

III.4 Scope. The Subdivision may be extended to include any and all attached single family residential purpose lands which may hereafter be added by Declarant, but only with the written consent of the Association. All future attached single family residential lands planted under the Subdivision shall be subject to this Declaration. The extension of said estates shall be accomplished by and take effect on the filing of said declaration in the office of the Recorder of Deeds of Jackson County, Missouri, at Independence.

III.5 New Construction. All residences and other buildings permitted on any of the Lots shall be initially new construction. All construction shall be contracted by only those builders approved by Declarant or the ARC. No building shall be moved onto any Lot. All buildings shall be located on Lots in accordance with City Ordinances. Eaves, steps, overhangs, garages, decks, breezeways, and porches shall not be considered as part of the building; provided, however, that these covenants shall not be construed to permit any portion of a building to encroach on another Lot. A garage shall be considered attached only if it is attached by a roof. All plans, specifications, materials and other items must be approved by the ARC prior to commencing construction. The ARC shall set forth its guidelines as authorized by the Association Bylaws. Construction of the residence shall commence within one (1) year from the time the Owners purchase their respective Lot. Construction shall be completed within nine (9) months from the commencement of such construction, notwithstanding construction delays for weather or other unforeseeable matters, etc.

ARTICLE IV ARCHITECTURAL CONTROL

IV.1 The Architectural Review Committee. The initial Architectural Review Committee ("ARC") shall be the Declarant (or committee appointed by the Parcel Association if so delegated by the Declarant). At the earlier of such time as Declarant no longer owns a Lot in the Subdivision or elects to no longer serve as the ARC (the "Turnover Date"), the ARC shall be the Architectural Review Board maintained by the Association for the entire Lakewood area.

IV.2 Purpose. The ARC 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.

IV.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 Declarant to an Owner shall be made or done without the prior approval of the ARC, 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 ARC.

IV.4 Procedures. In the event the ARC 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 granted. The applicant

may appeal an adverse ARC decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

IV.5 Exceptions to Use Restrictions. The ARC shall have the power to make variations, alterations and changes in the restrictions set forth in this Declaration and similar Articles in Supplementary Declarations, where the ARC is specifically given such power in such Supplementary Declarations as to any Lots, units or land, provided the same is accomplished for the mutual benefit of the applicant Owner and the Owners of surrounding Lots, units and land. Any decision of the ARC in relation to any exception authorized by this Section 4.5 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.

IV.6 Minimum Size Requirements. No residence shall be erected, altered, placed or permitted to remain on any Lot or Lots, other than dwelling, not to exceed two (2) stories in height, each with a private two-car garage minimum and three-car maximum. All such residences shall conform to the following standards:

- a. Any single-family residence consisting of a single level above ground level shall contain a minimum of fifteen hundred (1,500) square feet of enclosed floor area.
- b. Any single-family residence consisting of two (2) levels above ground level shall contain a minimum of thirteen hundred (1,300) square feet of enclosed area on the first level above-ground level.
- c. Any residence consisting of a level or part of a level that is below ground level shall contain the foregoing minimum enclosed floor areas above ground level.
- d. Any reverse story-and-a-half (1½) residence shall have a minimum of thirteen hundred (1300) square feet on the first floor, with a minimum total enclosed floor area of 1800 square feet and a minimum two (2) car garage.
- e. Single-family homes shall not have less than two (2) car garages built-in or attached, and a maximum of three (3) car garage total. Garages shall have the same architectural treatment and be constructed of the same materials as the residence.
- f. The driveway on each tract shall be entirely paved and shall contain sufficient paved area for the off-street parking of at least two (2) cars. No gravel or dirt driveways shall be allowed.
- g. No earth or modified earth homes may be constructed.
- h. The words "enclosed floor area" as used herein, shall mean and include areas of the residence enclosed and finished for all year occupancy computed on outside measurements of the residence, and shall not mean or include any patio areas, finished or unfinished basements, garages, porches, decks or attics.

- i. There will be no manufactured housing allowed on the Property without the prior written approval of the Declarant or ARC.

IV.7 Uncompleted Structures. In the event of fire, windstorm, or other damage to any residence building in the Subdivision, it is required that (i) if the damage is substantial so that the residence is not habitable, that repairs and rebuilding shall be completed within six (6) months of the occurrence of the damages, or the building shall be razed and the Lot shall be cleared of all debris within two (2) months of the occurrence of the damages; and (ii) if the damage is less than substantial, the repairs shall be completed within four (4) months of the occurrence of the damage.

IV.8 Landscaping. Declarant, or its successors or assigns, specifically requires that the location, building plans and specifications, and landscaping between the front line of any Lot and the front of the residence for any residential structure in the Subdivision be approved in writing by the same, prior to any start of residence construction and delivered to the person responsible therefor. The Owner of any Lot proposing construction or installation of any improvements shall be held responsible to furnish such plans and specifications at the Owner's own cost, and shall conform to any written objections made thereto, all prior to starting any work. If any work is started without such prior approval, it shall immediately be stopped upon notification to the Owner of the Lot until such time as there be compliance with this paragraph. If written objections to such location, building plans and specifications, and landscaping are not made to the Lot Owner submitting the same within thirty (30) days after receipt by Declarant, or the Association, all of same shall be deemed to have been approved. Notwithstanding anything contained herein to the contrary, Declarant, and/or the Association or Parcel Association, shall not be liable for any claim for damages or claims as to any delays of any nature or description arising from or relating to the foregoing provisions. All gardens shall be located behind the front line of the house. Each Lot shall include at least \$1900.00 in landscaping material (not including sod and grading) in the front yard and side yards with at least two (2) shade trees of two (2) inches or more in caliper. Lawn sprinkler systems are required on each Lot and shall provided by the Declarant for each Lot at the expense of the builder or Owner of that Lot.

IV.9 Facade. All residences shall have a facade on all sides of quality materials approved by the ARC. The exterior shall have at least thirty percent (30%) brick, stone, stucco or stone veneer. No synthetic brick may be used. All residences must be painted with earth tone colored paint on exterior walls. Each roof must be concrete tile, slate or other material approved by the ARC.

IV.10 Building Set-back Lines. All residences shall be subject to the minimum side yard set-back, front yard set-back and other restrictions shown on the plat map as approved by the City of Lee's Summit.

IV.11 Residence Alignment. No residence shall be rotated more than thirty degrees from the front line of the Lot.

IV.12 Lot Area. No more than one (1) residence shall be constructed on any Lot.

IV.13 Temporary Structures. No structure of a temporary character, nor any trailer, recreational vehicle, basement, tent, shack, garage, barn or other out building shall be placed on any lot at any time, either temporarily or permanently. All trailers, recreational vehicles, water craft, truck shells, or any such similar item, as determined by the Association Board, shall be stored in an enclosed garage.

ARTICLE V COMMON PROPERTY

V.1 Conveyance of Common Property. The Declarant shall convey the Common Area to the Parcel Association and to the Association, upon approval by the Association, and from time to time, may convey to the Association such certain other property as the Declarant may determine in accordance with any development plan for the common use and enjoyment of the Owners. The deed of conveyance may contain appropriate restrictions and assurances that such property shall be reserved for the common use and enjoyment of the Owners and prohibit the construction thereon of buildings for commercial or retail use.

The Declarant may convey an interest in fee simple in any improved land intended to be used as Common Area by gift, which gift value equals the cost of the capital improvements on such property at the time of conveyance.

V.2 Use of Common Property. Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Common Area, and such easement shall be appurtenant to and shall pass with every Lot Owner upon transfer. Any guest of an Owner shall be entitled to a right or privilege of enjoyment of Common Area subject to such regulations as may be declared by the Association Board. Each such guest shall be accompanied by the Owner sponsoring such guest at all times such guest is using the Common Area.

All such rights, easements and privileges conferred under this Section shall, however, be subject to the right of the Association Board to:

- (i) establish, adopt, promulgate, amend and rescind reasonable rules and regulations pertaining to the use, operation and maintenance of Common Area which shall enhance the preservation of such facilities, promote the safety and convenience of the users thereof, and which shall serve to promote the best interests of the Members and the Subdivision;
- (ii) determine the use or uses to which Common Area may be put; provided, however, that any designation of use which is inconsistent with the use designated by the Declarant upon conveyance, shall be subject to the provisions of this Declaration;
- (iii) determine which, if any, Common Area may be used and enjoyed by, or conveyed or dedicated to, the general public or a federal, state or local government body; provided, however, that Property shall not be conveyed to a public body unless

the Association Board has obtained the prior approval of two-thirds (2/3) of the Members who are present in person or by proxy and voting at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after proper notice is given; and

- (iv) levy user fees and charges and to charge reasonable admissions or other charges or fees for the use of any recreational facility.

V.3 Damage or Destruction of Common Property by Owner. In the event any Common Area is damaged or destroyed by an Owner, or any of his or her guests, tenants, licensees, agents or members of their families, such Owner does hereby authorize the Association or Parcel Association to repair such damaged areas. The amount expended for such repairs shall be a Special Assessment and lien upon the lot of said Owner and shall be enforceable as other Assessments.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

VI.1 Enforcement. The Board or the Parcel Association may impose sanctions for violation of this Declaration, the By-Laws, or any rule or regulation, after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, without limitation:

- a. imposing reasonable monetary fines (in the event that any occupant, guest, or invitee of a Lot violates any provision of any of the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);
- b. suspending an Owner's right to vote;
- c. suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from the Owner's Lot;
- d. suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association; and
- e. levying Assessments to cover costs incurred or to be incurred in bringing a Lot into compliance in accordance with Section 10.3(c).

In addition, the Board or the Parcel Association may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations in accordance with any applicable ordinance(s) of the City of Lee's Summit, Missouri) or by suit at law or in equity to enjoin any

violation or to recover monetary damages or both, without the necessity of compliance with the procedures set forth herein or in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of any of the Governing Documents, if the Association or Parcel Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall be obligated to investigate allegations of violations of any covenant, restriction, or rule set forth in any of the Governing Documents. Following such investigation, the decision to take or not take enforcement action shall, in each case, be in the discretion of the Board, in the exercise of its business judgment. Without limiting the generality of the Board's discretion, if the Board reasonably determines that a covenant, restriction, or rule is, or is likely to be, construed as, inconsistent with the applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action, the Board shall not be obligated to take such action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision at a later time or under other circumstances, or estop the Association from enforcing any other covenant, restriction, or rule.

Notwithstanding the above, if, in the discretion of the Declarant, the Association or Parcel Association fails to take appropriate action to enforce any provision of the Governing Documents in accordance with its rights and responsibilities, the Declarant may take such enforcement action on its own behalf. Declarant shall not take such action without first providing the Association and Parcel Association written notice and a reasonable opportunity to take such action on its own.

VI.2 Assumption of Risk. The Association may, but shall not be obligated to, sponsor certain activities or provide facilities designed to promote the health, safety, and welfare of Owners and occupants. Notwithstanding anything contained herein or in any of the Governing Documents, neither the Association, the Parcel Association, the members of the Board, the officers of the Association or Parcel Association, the management company of the Association or Parcel Association, nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or occupant of any Lot or any tenant, guest or invitee or any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property, including all Common Area and all recreational facilities, if any.

Neither the Association, the Parcel Association, the members of the Board, the officers of the Association or Parcel Association, the Association's or Parcel Association's management company, nor the Declarant shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Property. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or

other loss or damage arising from the presence or malfunction of utility lines or utility substations and further acknowledges that neither the Association, the Parcel Association, the members of the Board, the officers of the Association or Parcel Association, the Association's or Parcel Association's management company, nor the Declarant have made any representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

No provision of the Governing Documents shall be interpreted as creating a duty of the Association, the Parcel Association, the members of the Board, the officers of the Association or Parcel Association, the management company of the Association or Parcel Association, or the Declarant to protect or further the health, safety, or welfare of any Person, even if the funds of the Association or Parcel Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands, and causes of action against the Association, the Parcel Association, the Board, the Association's or Parcel Association's management company, and the Declarant, their directors, officers, committee and board members, employees, agents, contractors, subcontractors, successors, and assigns arising from or connected with any matter for which the liability has been disclaimed.

VI.3 Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense. In addition, the Board shall be authorized to charge additional use and consumption fees for services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, pest control service, cable television service, security, caretaker, fire protection, utilities, and similar services and facilities. The Board shall be permitted to modify or cancel existing services or facilities, if any, or to provide additional services and facilities. Nothing contained herein shall be relied upon as a representation as to what services and facilities, if any, will be provided by the Association

ARTICLE VII POWERS AND DUTIES OF ASSOCIATION

The Association shall have the following powers and rights, together with such powers, rights and authority as may be expressed in the Articles of Incorporation, Bylaws or those provided to corporations or not-for-profit corporations by the laws of Missouri. The Parcel Association shall have the same powers and rights over property owned by the Parcel Association.

VII.1 Management. To operate and manage the Subdivision area in a manner designed to meet the physical, recreational, and social needs of the Members.

VII.2 Maintenance of Property. To maintain all property owned by the Association, together with any Lots which may be vacant including snow removal, mowing, trimming, seeding, sodding, spraying, planting trees and shrubs, and lighting, except those street lights maintained by the City of Lee's Summit.

VII.3 Construction of Improvements. Declarant and/or the Association shall have the power and authority to construct on any Subdivision Property, such clubhouses, swimming pools, tennis courts, libraries, community centers, together with any other improvements or facilities for the benefit of the Members as the Board shall determine.

VII.4 Rules and Regulations. The use of the Association's Property and any improvements, structures or facilities erected thereon shall always be subject to the general rules and regulations established and prescribed by Declarant and/or the Association and subject to the establishment of charges for their use.

VII.5 Exercise Easements. To exercise all rights and control over any easements which the Association may from time to time acquire.

VII.6 Grant Easements. To create, grant and convey easements upon, across, over and under all Subdivision Property including, but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving Lots in the Subdivision.

ARTICLE VIII MISCELLANEOUS RESTRICTIONS

~~VIII.1 Storage Tanks. No fuel storage tank(s) shall be installed on any Lot.~~

VIII.2 Roofs. No residence shall be constructed with a flat roof. All roofs shall be as Declarant or the ARC may, in its sole discretion, approve. However, the appearance shall be as wood shake shingles, tile, slate or concrete roofs with the prior written approval of Declarant or the ARC.

VIII.3 Clothes Lines. No clothes lines shall be erected on any Lot.

VIII.4 Mail Boxes. All mail boxes shall be as approved by the U.S. Postal Services and by Declarant and/or the ARC.

VIII.5 Antennas, etc. No television antenna or radio aerial or similar wire device shall be attached to the roof of the house or exposed in any manner. Satellite dishes may be installed only with Declarant's or the ARC's prior written approval.

- VIII.6 Fences. Fences may only be erected or maintained on any Lot to enclose a patio and then only with the Declarant's or the ARC's prior written approval.
- VIII.7 Subterranean Drilling. Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the Lots in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.
- VIII.8 Pools and Hot Tubs. Outdoor swimming pools, Jacuzzis, and hot tubs may only be installed, constructed or maintained upon any Lot in the Subdivision with Declarant's or ARC's prior written approval.
- VIII.9 Businesses. No business shall be operated out of any residence without obtaining Declarant's or the Board's prior written approval.
- VIII.10 Maintenance. All Lots shall be maintained according to the requirements of the City of Lee's Summit ordinances and to the standards set forth by Declarant and the ARC.
- VIII.11 Subdividing. In the event that future zoning laws should allow such sub-dividing, no Lot shall be further subdivided without the prior written consent of Declarant, or the Association if Declarant no longer owns any lots in the Subdivision.
- VIII.12 Duration. Each of the restrictions, covenants and requirements set forth above shall continue and be binding upon, and inure to the benefit of, the undersigned and upon its grantees, successors and assigns for a period of twenty (20) years from the date of recording of this Declaration and shall automatically be continued thereafter for successive periods of ten (10) years each; provided, however, that the Owner(s) of the fee simple title to two-thirds (2/3) of the lots and tracts herein described may release all of the lands hereby restricted from any one or more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record. Any change or amendment to this Declaration, so long as Declarant owns any Lot(s) in The Greens of Chapel Ridge, must also include the written consent of the Declarant. Additionally, so long as Declarant owns any Lots in The Greens of Chapel Ridge, Declarant may amend this instrument by filing an Amended Declaration provided that any such amendment made by Declarant does not substantially impair any rights created herein for the benefit of the Members of the Association.
- VIII.13 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other covenant or restriction which shall remain in full force and effect.
- VIII.14 Enforcement. Each of the covenants, restrictions, and reservations herein above set forth shall run with the land and bind the present owners, their successors and assigns and all parties claiming by, through or under them and shall be taken to hold, agree and covenant with the Owner of said tract or lot, to conform to and observe said restrictions and covenants. The Owner (or Owners) of any portion of the above lands shall have the right

to enforce these covenants, reservations and restrictions by a proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction imposed by the provisions of the Declaration hereof. Said action to restrain violation or to recover damages, or both, may be brought by any Owner against the offending party to seek relief by injunction, prohibitive or mandatory, or to recover damages in the Circuit Court of Jackson County, Missouri, to enforce these covenants and restrictions. Failure 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 by any other Owner or Declarant. The right of Declarant to enforce these protective covenants and restrictions shall extend for such time as they own: (i) any lot in the subdivision; and (ii) any of the lands lying adjacent to the subdivision to be platted as future plats of The Villas of Chapel Ridge (commonly known as The Greens of Chapel Ridge). In addition to any other remedy provided herein, a party seeking the enforcement of this Declaration and/or the covenants and restrictions contained herein shall be entitled to such party's reasonable attorneys' fees, court costs and any other costs of litigation from the party found to be violating the terms, conditions, covenants, reservations and restrictions hereof. The Declarant may contract with any third party to enforce its rights hereunder.

VIII.15 Assignment of Declarant's Rights. Declarant may, at its option, assign any or all of its rights under the terms of this Declaration.

ARTICLE IX ASSESSMENTS

IX.1 Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual or monthly Assessments or charges; (2) Special Assessments for exterior maintenance of the Owner's Lot, such Assessments to be fixed, established and collected from time to time as hereinafter provided. For purposes of assessment and administration of parcel assessments, the Property shall be considered a parcel under the Bylaws and other governing instruments of the Association. In addition to the annual and special assessments provided by the Association, the Association shall have the right to make annual parcel assessments against Lots and Units located within the Property and annexed into the Association. The parcel assessment imposed hereby upon each Lot and Unit within the Property shall be set, collected and disbursed by the Association. The Board of Directors of the Association shall set the date and amount of the annual parcel assessment upon the recommendation of the Parcel Association or Parcel Committee and vote of two-thirds of the Directors voting on the assessment. The monthly, 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 Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment became due.

IX.2 Purpose of Assessments. The regular and parcel monthly or 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 Subdivision, and in particular for the improvement and maintenance of Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Subdivision and the homes located in the Subdivision, including but not limited to, the payment of taxes and insurance on facilities provided by the Association or Parcel Association for the common use of the owners and for repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, toward the installation and maintenance of paths, parks, pathways, esplanades and lighting, for the employment of security and other personnel, for the care of vacant and unimproved property, and for any other purposes which the Declarant or Association, in its sole discretion, deems necessary or desirable for the maintenance and improvement of the Subdivision or which it shall consider to be of general benefit to the Owners.

IX.3 Special Assessments.

- a. In addition to the monthly or annual Assessments authorized herein, the Association may levy, in any year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of Common Property, or the cost of any utility deemed necessary by the Association Board or Parcel Association to serve the Property, including the necessary fixtures and personal property related thereto, or any unexpected cost or expense of the Association or Parcel Association, as the Association Board or Parcel Association may determine.
- b. A Special Assessment shall become effective upon written notice by the Association Board. Billing of Special Assessments shall be handled according to the procedures set by the Board of Directors. Parcel Assessments shall be used exclusively for improvement and maintenance of the Common Area and services for Lots within the parcel served by this Declaration.
- c. The Special Assessments may be imposed upon any Lot for the purpose of maintaining the exterior appearance thereof, if, in the sole opinion of the Declarant and/or the Association or Parcel Association, 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 Lot from deteriorating or becoming unsightly. For the sole purpose of performing the exterior maintenance authorized by this Section IX.3, the Declarant and/or the Association or Parcel Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

IX.4 Covenants for Assessments and Creation of Liens. The Declarant and/or the Association or Parcel Association and each Owner, for himself, his heirs, distributees, legal representatives, successors, and assigns, by acceptance of a Deed or other conveyance for any Lot, whether or not the covenants contained in the Declaration shall be expressed in any such Deed or other conveyance, hereby covenants and agrees that:

- a. he will pay to the Association all Assessments which may or shall be levied by the Association against any Lot owned by him in each year or any part thereof, and that he will pay to the Association the user fees and charges and all other duly authorized charges to be established as herein provided, if applicable, levied by the Association in each year and including Special Assessments levied pursuant hereto;
- b. he shall be personally liable for all such Assessments and user fees and charges which become due while he is the owner of each Lot being assessed;
- c. all Assessments, together with the continuing obligation to pay each Assessment assessed in all future months, and all user fees and charges, together with all costs, expenses, interest, and reasonable attorneys' fees incurred in the collection of delinquencies, shall become and thereafter remain a charge against and be secured by a continuing lien upon the Lot of such Owner; and
- d. said charge and lien shall be superior to any and all other charges, liens, or encumbrances which may hereafter in any manner arise or be imposed upon the Lot to the extent imposed by judgment or decree or by any agreement, contract, mortgage, or other instruments, excepting only purchase money mortgages or deeds of trust given to finance the purchase of the Lot and liens for taxes or other public charges as are made superior by applicable law.

IX.5 Annual or Monthly Assessments. The annual or monthly Assessments shall be uniform for each Lot in the Subdivision and shall be limited to such sum as reasonably may be necessary to defray the expenses of the Association in carrying out the purpose and intent of this Declaration and any applicable Association agreement, together with a reasonable reserve for foreseeable contingencies.

IX.6 Uniform Rate of Assessment. For the purpose of providing funds for the uses specified, the Association Board shall assess against the Lot in each month or year a charge ("Assessment" or "Monthly Assessment" or "Annual Assessment"), which shall be uniform with respect to all Lots, and shall be in such amounts as determined by the Association Board. Lots owned by the Declarant will not be assessed until such Lots are sold to a builder or an Owner.

IX.7 Assessment Due Dates. The Annual Assessments for any year, shall become due and payable on the first day of January of said year. In the event that an Owner acquires title to property in the Subdivision after the first day of the year, then such Owner shall be given a pro rata credit for the Annual Assessment from the first day of the year to the

date on which such Owner acquires title to his or her property. The Monthly Assessments for any month shall become due and payable on the first day of each and every month. In the event that an Owner acquires title to property in the Subdivision after the first day of any month, then such Owner shall be given a pro rata credit for the Monthly Assessment from the first day of the month to the date on which such Owner acquires title to his or her property.

The amount of the annual or monthly Assessment which may be levied for the balance remaining in the first year of Assessment shall be an amount which bears the same relationship to the annual Assessment provided for in Section IX.4 above as the remaining number of months in that year. The same reduction in the amount of the assessment shall be applied to the first assessment levied against any Lot which is hereinafter added to the Subdivision now subject to assessment at a time other than the beginning of any assessment period.

The Declarant or the Association or Parcel Association shall, upon reasonable notice, furnish to any Owner liable for said Assessment a certificate in writing signed by a duly authorized representative setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

IX.8 Effect of Non-Payment of Assessments; Personal Obligation of Owner; The Lien; Remedies of the Association. If an Assessment is not paid on the date when due, then such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them.

If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at a rate of ten percent (10%), and the Declarant and/or the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, or both, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees, together with the costs of the action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of reserved or Common Areas, nor abandonment of his or her Lot.

IX.9 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure of the mortgage and deed of trust.

or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

- IX.10 Exempt Property. The following property shall be exempted from the assessments, charges and liens created herein: (i) all Property to the extent of any easement or other interest thereon or therein dedicated and accepted by the local public authority and devoted to public use; and (ii) at the discretion of the Declarant, those lots owned by Declarant prior to first conveyance by it. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE X USE RESTRICTIONS

- X.1 Prohibited Conditions. Walls, dog runs, animal pens, or fences of any kind on any Lot, except as approved in accordance with Article IV, are strictly prohibited.
- X.2 Rules Regarding Pets. Raising, breeding, or keeping of animals, insects, or poultry of any kind is prohibited on the Property except in accordance with the following:
- a. Occupants of Dwelling Units may keep cats and dogs, not to exceed a total of two (2) animals; and
 - b. Pets shall be confined to the Lot or kept on a leash at all times; and
 - c. No animals, livestock, poultry, dogs, cats, other household pets, shall be raised, bred, or kept on any lot, except that Owners may keep pets as otherwise provided herein.
- X.3 Signs and Commercial Activities. No commercial activity of any kind that would generate excess traffic shall be conducted on any Lot. No signs, billboards or advertising structures of any kind may be placed or stored upon any Lot, except that signs or billboards advertising the rental or sale of the property shown on the recorded plat are permitted, or advertising the identity of the builder erecting a residence on said Lot, provided such signs do not exceed five (5) square feet in size.
- X.4 Parking of Motor Vehicles, Boats and Trailers. No commercial trucks or vehicles, recreational vehicles, house trailers, manufactured home, mobile home or trailer, either with or without wheels, or unlicensed vehicles of any kind may be kept or stored on any Lot, unless housed or stored in an enclosed garage. Motor boats, houseboats and other similar waterborne vehicles may only be maintained, stored or kept if housed completely within the enclosed garage structure. No non-operating motor vehicles shall be kept on any lot, unless such vehicle is housed in a garage. All automobiles are to be parked in the driveways, not on the streets, except for temporary guest parking.

- X.5 Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot Owner or tenant shall dump, or permit the dumping of, rubbish, waste, refuse, debris, garbage, or similar waste materials within the Subdivision. Trash, garbage, trash barrels or other wastes shall not be kept outside, except in sanitary condition, covered at all times, and located only to the rear of the residence. There shall be no burning of trash outside the residence.
- X.6 Nuisances. No noxious or offensive activity shall be carried on upon any portion of any Lot, nor shall anything be done thereon that may be or may become a nuisance or annoyance to the other Owners or the neighborhood. No site or Lot shall be used for any purpose or business which is considered dangerous or unsafe, or which is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise.

ARTICLE XI EASEMENTS

- XI.1 Easements of Encroachment. Declarant reserves unto itself, so long as it owns any property described on page 1 of this Declaration, easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of the Declarant.
- XI.2 Easements for Utilities, Etc. Declarant reserves unto itself and grants to the Association and Parcel Association an easement for the purpose of access and maintenance upon, across, over, and under all of the Property to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity. The Declarant and/or the Association or Parcel Association may assign these rights to any local utility supplier, cable company, security company or other company providing a service or utility to Subdivision subject to the limitations herein.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling Unit on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement.

Declarant specifically grants to the local utility suppliers easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the

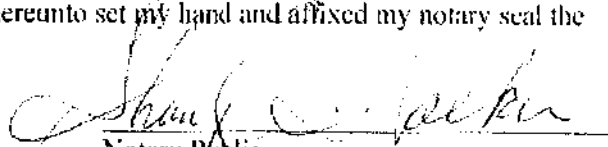
Dwelling Unit on any Lot, nor shall any utilities be installed or relocated on the Property, except as approved by the Board or Declarant.

The exercise of this easement by any party other than the Association or Parcel Association shall be subject to prior notice to the Association, which shall be permitted to coordinate and supervise access to the Property by the grantee of the easement. The exercise of the easement also shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

- XI.3 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.
- XI.4 Easements for Cross-Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Property without the consent of the Owner of the affected property, the Board, and the Declarant.
- XI.5 Right of Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association or Parcel Association, to enter upon any Lot for emergency, security, and safety reasons. Such right may be exercised by the authorized agents of the Association, its Board, officers, or committees, Parcel Association and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties.
- XI.6 Easements for Maintenance and Enforcement. The Association or Parcel Association may enter upon a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Declaration, any Supplemental Declaration, the By-Laws, the Community-Wide Standards, or the rules of the Association or Parcel Association. All costs incurred, including reasonable attorneys fees, shall be assessed against the violator as a Special Assessment.
- XI.7 Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Association, Parcel Association, and their designees, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands

me to be the Executive Member of Chapel Ridge Estates L.L.C., a Missouri limited liability company and acknowledged that he has executed said instrument in the capacity and for the purposes stated as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year first above written


Notary Public

My Commission Expires:

