

DECLARATION OF CONDOMINIUM OWNERSHIP

AND

SUPPLEMENTARY DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

FOR

LAKESHORE TOWNHOUSES

Condominiums

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TABLE OF CONTENTS

	<u>Page</u>
I. Definitions	2
II. Units	3
III. Common Elements	3
IV. General Provisions as to Units and Common Elements	4
V. The Association	5
VI. Assessments, Maintenance Fund, Taxes	8
VII. Covenants and Restrictions as to Use and Occupancy	11
VIII. Damage or Destruction and Restoration of Buildings	12
IX. Sale or Withdrawal and Termination	13
X. Remedies for Breach of Covenants, Restrictions and Regulations	13
XI. General Provisions	14
XII. Assignment of Rights and Responsibilities	15

Condos

DECLARATION OF CONDOMINIUM OWNERSHIP

AND

SUPPLEMENTARY DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

FOR

LAKESHORE TOWNHOUSES

THIS DECLARATION is made this 28th day of August, 1973, by FARM & HOME SAVINGS ASSOCIATION, a Missouri corporation, for convenience hereinafter referred to as the "DEVELOPER";

W I T N E S S E T H:

FARM & HOME SAVINGS ASSOCIATION, the owner of the fee simple title to the following described real estate located in the City of Lee's Summit, Missouri:

The following tract lying in the Southeast quarter of Section 7, Township 48, Range 31, Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the aforesaid Southeast quarter; thence South 87 degrees 46 minutes 41 seconds East along the South line of said quarter section 389.48 feet; thence North 0 degrees 59 minutes 21 seconds East 43.99 feet to the North line of Woods Chapel Road as now established and the true point of beginning; thence North 0 degrees 59 minutes 21 seconds East 36.78 feet; thence North 89 degrees 00 minutes 39 seconds West 88.38 feet; thence North 31 degrees 03 minutes 50 seconds West 60.31 feet; thence North 4 degrees 07 minutes West 90.0 feet; thence North 19 degrees 23 minutes 34 seconds East 125.0 feet; thence North 43 degrees 40 minutes 45 seconds East 110.30 feet; thence South 46 degrees 19 minutes 15 seconds East 62.69 feet; thence South 68 degrees 40 minutes 15 seconds East 21.96 feet to a point on a curve having a radius of 937.09 feet and an initial tangent bearing of North 21 degrees 19 minutes 45 seconds East; thence Northerly along said curve to the left 21.74 feet to the point of tangency; thence North 20 degrees East 202.0 feet to a point of curve, said curve having a radius of 50.0 feet; thence along said curve to the right 235.62 feet; thence South 20 degrees West 152.0 feet to a point of curve, said curve having a radius of 987.09 feet; thence Southerly along said curve to the right 102.51 feet to a point of reverse curvature having a radius of 200.90 feet; thence Southerly along said curve to the left 68.87 feet; thence South 83 degrees 41 minutes 30 seconds East 36.44 feet; thence North 76 degrees 15 minutes 24 seconds East 36.5 feet; thence due East 33.46 feet; thence due South 121.21 feet; thence North 89 degrees 00 minutes 39 seconds West 108.00 feet; thence South 0 degrees 59 minutes 21 seconds West 55.40 feet to the North line of Woods Chapel Road; thence North 89 degrees 00 minutes 39 seconds West along said North line 50.0 feet to the true point of beginning.

and on which property townhouse residential units are being constructed, does hereby submit the said property and improvements to condominium ownership under the "Condominium Property Act" of the State of Missouri, and hereby declares the same to be a condominium to be known as LAKESHORE TOWNHOUSES.

The DEVELOPER further declares that all of the properties described above, together with such additions as may hereafter be made thereto as provided in Article I, shall be held, transferred, sold, conveyed and occupied

subject to the covenants, restrictions, easements, charges and liens set forth in the LAKEWOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, which makes provision for the LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC., and also subject to the covenants, restrictions, easements, charges and liens set forth hereinafter. This Declaration shall be a Supplementary Declaration within the meaning of the aforesaid Lakewood Declaration of Covenants, Conditions and Restrictions.

ARTICLE I

DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the following terms mean:

<u>Common Elements:</u>	All portions of the property except the Units;
<u>Developer:</u>	FARM & HOME SAVINGS ASSOCIATION or any transferee to whom the property may be transferred prior to the completion of the construction program for purposes of completing the construction as shown on the plat or amended plats;
<u>Declaration:</u>	This instrument and any amendments thereto;
<u>Majority or Majority of the Unit Owners:</u>	The owners of more than fifty per cent in the aggregate voting interests of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of the undivided ownership;
<u>Parcel or Development Parcel:</u>	The entire tract of land described above, including additional tracts added by subsequent amendment or amendments hereto;
<u>Persons:</u>	A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;
<u>Plat:</u>	A plat or plats of survey or surveys together with amendments thereto of the parcel or parcels and of all units which are proposed for inclusion in the property or properties submitted to the provisions of this Declaration;
<u>Property:</u>	All the land, property or properties and space comprising the parcel or parcels, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of this Declaration;
<u>Record:</u>	To record in the office of the recorder of deeds for Jackson County, Missouri, at Independence;
<u>Unit:</u>	A part of the Property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way;
<u>Unit Owner:</u>	The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit;

Occupant: Person or persons, other than Unit Owner, in possession;

Association: A not-for-profit corporation to be incorporated under the name of "Lakeshore Townhouses Association" or a name similar thereto.

ARTICLE II

UNITS

2.1 Description and Ownership. All units shall be legally described as shown on the surveys identified as Exhibit "A" and attached hereto. Each unit consists of the space on and above the horizontal planes shown on the plat thereof in Exhibit "A", subject to such encroachments as are contained in the building, whether the same exist at the time of construction or are created by settlement or movement of the building, or permissible repairs, reconstruction or alterations. Each unit, together with the space within it as shown on Exhibit "A" together with all appurtenances thereto, shall, for all purposes, constitute a separate tract of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. No unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts smaller than the whole unit as shown on Exhibit "A".

2.2 Structural Components. No owner shall own any pipes, wires, conduits, public utility lines or structural components running through his unit and serving more than his unit except as a tenant in common with all other owners.

2.3 Unit Owner's Obligation. The responsibility of the unit owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the unit except the portions of each to be maintained, repaired and replaced by the Association;

(b) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;

(c) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit, unless the written consent of the Association is obtained;

(d) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;

(e) Not to make any alterations in the portions of the unit or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining written consent of the Board of Managers of the Association, nor shall any unit owner impair any easement without first obtaining the written consents of the Association and of the unit owner or owners for whose benefit such easement exists.

ARTICLE III

COMMON ELEMENTS

3.1 Ownership of Common Elements. Each owner shall own an undivided interest in the common elements as a tenant in common with all the other owners of the property, and, except as otherwise limited in

this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The extent or amount of such ownership shall be expressed by a percentage amount and shall be computed by taking as a basis the value of each unit in relation to the value of the property as a whole, and having once been determined and set forth as herein provided, such percentages shall remain constant unless thereafter changed by agreement of all unit owners; except that, if there is a change in the number of units or in the size or dimensions of any units, the Association shall determine the changes required in the percentages of ownership by virtue of the changes in the number of units or in the size or dimensions of any units, and shall file of record in the office of the recorder of deeds for Jackson County, Missouri, at Independence, an instrument setting forth the changes in percentages of ownership. The Developer has so determined each unit's corresponding percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto.

3.2 Common Elements to Remain Undivided - Exceptions. As long as the property is subject to the provisions of this Declaration, the common elements shall, except as provided in paragraph 9.2, remain undivided, and no unit owner shall bring any action for partition or division of the common elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

3.3 Rules and Regulations. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation to promulgate rules and regulations limiting the use of the common elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a unit owner and his guests, for specific occasions, of any part of the common elements. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 No Severance of Ownership. No owner shall execute any deed, mortgage, lease, or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.2 Easements.

(a) In the event that, by reason of the construction, settlement or shifting of the building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements, or if by reason of the design or construction of any unit, it shall be necessary or advantageous to an owner to use or occupy, for normal uses and purposes, any portion of the common elements, consisting of unoccupied space within the building and adjoining his unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit and the common elements, as the case may be, so long

as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Easements are hereby established through the units and common elements for maintenance, repair, and replacement of the units and common elements. Use of these easements, however, for access to the units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(c) Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the building.

(d) Easements are hereby established through the units and common elements for all facilities for the furnishing of utility services within the buildings, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a unit shall be only substantially in accordance with the plans and specifications of the building, or as the building was first constructed.

(e) Easements are hereby granted for the benefit of the property adjoining the boundary line of the development parcel in the event said property is hereafter developed as a condominium property in a manner similar to the development parcel.

(f) An easement for ingress and egress is hereby declared and granted along and on that part of the common elements identified in Exhibit "A" as "Easement for Ingress and Egress" for the benefit of the property adjoining the boundary line of the development parcel in the event said property is hereafter developed as a condominium property in a manner similar to the development parcel.

(g) The Association or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Association is responsible or for any emergency. It may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund.

(h) All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Developer, its successor and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

ARTICLE V

THE ASSOCIATION

5.1 Formation. The developer, upon the sale of one or more units, shall cause to be incorporated a non-profit corporation under the laws of the State of Missouri to be called the "Lakeshore Townhouses Association" or a name similar thereto. The responsibility of the Association shall be to administer the development, approve the annual budget, provide for and collect assessments, and arrange for the management of the development. Such rights and responsibilities are, however, subject to assignment in accordance with Article XII of this Declaration. Upon the formation of such Association, every owner of a unit shall become a member therein which membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new owner shall automatically become a member therein.

5.2 By-Laws. The By-Laws of the Association shall be in the form attached hereto as Exhibit "B". No amendment of the By-Laws shall

be valid unless the same is set forth in an amendment thereof and such amendment is duly recorded.

5.3 General Powers of the Association. The Association, for the benefit of all the unit owners, shall acquire, provide for, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, gas electricity, telephone, sewer charges and other necessary utility services for the common elements;

(b) A policy or policies of insurance for the property against loss or damage by fire and such other harards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common elements and the units. The insurance coverage shall be written in the name of, and proceeds thereof shall be payable to, the manager or the Board of Managers of the Association, as Trustee for each of the unit owners in the percentages established in this Declaration or amendments thereto, if any. The policy or policies of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the manager or the Board of Managers and the holder or holders of mortgages or deeds of trust of record, as trustees for each of the unit owners in the percentages established in the Declaration or any amended Declaration. The trustees shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the trustees hereunder shall constitute a discharge to the insurer. Premiums for the insurance shall be common expenses.

(c) A policy or policies insuring the Association, the members of the Board, and the unit owners against any liability to the public or to the owners (of units and of the common elements, and their invitees, or tenants), incident to the ownership and/or use of the common elements and units, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000) for any one person injured, Three Hundred Thousand Dollars (\$300,000) for any one accident, and Ten Thousand Dollars (\$10,000) for property damage (such limits to be reviewed at least annually by the Association and increased in its discretion), payable to the Association, as Trustees for the unit owners;

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The services of any person or firm employed by the Association;

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, management, decorating, repair and replacement of the common elements (but not including the interior surfaces of the units, which the unit owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the common elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common elements;

(g) Maintenance, repair and replacement of all portions of the units which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the building, structural slabs, roofs, interior boundary walls of units and load-bearing columns; all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the unit, but excluding therefrom appliances and plumbing fixtures; and all incidental damage caused to a unit by such work as may be done or caused to be done by the Association in accordance herewith;

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments

which the Association is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class townhouse development or for the enforcement of these restrictions;

(i) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Association constitute a lien against the property or against the common elements, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said owners;

(j) Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the common elements or any other portion of a building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy a special assessment against such unit owner for the cost of said maintenance or repair.

5.4 Covenant for Lakewood Assessments.

(a) Creation of Lien. The Association, for the benefit of all unit owners, shall pay to the Lakewood Property Owners Association, Inc., as an irrevocable obligation assessments or charges to be fixed, established and collected from time to time as in the heretofore identified Lakewood Declaration of Covenants, Conditions and Restrictions provided. Such assessments or charges, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and a continuing lien against the property.

(b) Purpose of Assessments. The assessments levied by the Lakewood Property Owners Association, Inc. shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and environment in the development known as Lakewood, of which the property is a part, and in particular for the improvement and maintenance of property (other than the property as defined herein), facilities and services devoted to this purpose and related to the use and enjoyment of common areas within the Lakewood development and of the residences situated within the development, including but not limited to the payment of taxes and insurance on facilities for the common use of the residents of Lakewood and for repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Lakewood area or which shall be of general benefit to the property, the owners, the occupants or the environment.

(c) Basis, Commencement and Effect of Assessments. The assessments herein provided as due and payable to the Lakewood Property Owners Association, Inc. shall be assessed and paid in accordance with the terms and provisions of the Lakewood Declaration of Covenants, Conditions and Restrictions, as heretofore identified, which instrument shall also control the date of commencement and effect of the assessments.

5.5 Limitations. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital addition and improvement (other than for purposes of replacing or restoring portions of the common elements subject to all the provisions of this Declaration) having a total cost in excess of Three Hundred Dollars (\$300.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the common elements requiring an expenditure in excess of Three Hundred Dollars (\$300.00). Such expenditures shall in each case be authorized and made pursuant to Article VI, Section 3(c), of the heretofore identified Lakewood Declaration of Covenants, Conditions and Restrictions.

5.6 Rules and Regulations for the Development. The Association, by vote of the unit owners having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, comfort, safety and general welfare of the owners and occupants of said Development. Written notice of such rules and regulations shall be given to all owners and occupants and the entire Development shall at all times be maintained subject to such rules and regulations.

5.7 Condemnation Proceedings. Whenever the state, a political subdivision, or any other corporation, agency, or authority having the power of eminent domain shall seek to acquire any of the common elements, such authority may conduct negotiations with the Board of Managers as representatives of all unit owners, and the said Board of Managers may execute and deliver the appropriate conveyance on behalf of all owners in return for the agreed consideration. Said Board of Managers shall allocate such consideration, whether received through negotiation or condemnation, to the common elements or to unit owners in proportion to their respective interests. In the event negotiations shall fail, the condemning authority may join the Board of Managers as party defendants in lieu of naming all unit owners having an interest in the common elements, and such proceedings shall bind all unit owners; however, any unit owner having an interest in the common elements may be made a party defendant in such proceedings.

5.8 Conflicts or Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the terms and provisions of this Declaration shall prevail and the unit owners covenant to vote in favor of such amendments to the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE VI

ASSESSMENTS, MAINTENANCE FUND, TAXES

6.1 Apportionment of Expenses. Every unit owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the common elements and Lakewood assessments as provided for in paragraph 5.4 of Article V and of any other expense lawfully agreed upon. Such proportionate share shall be in the same ratio as his percentage of ownership in the common elements as set forth in this Declaration. Payment thereof shall be in the amounts and at the times as determined by the unit owners or the Board of Managers, as hereinafter provided.

6.2 Preparation of Budget and Accounting. Each year on or before December 1, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, participation in the lake association, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15 notify each unit owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated annual maintenance and improvement requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each owner shall be obligated to pay to the Association, or as it may direct, 1/12 of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all owners an itemized accounting of the maintenance expense for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

6.3 Reserve. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated annual maintenance and improvement requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association may at any time levy a further assessment, which shall be assessed to the owners according to each owner's percentage of ownership in the common elements. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

6.4 Initial Assessment Period. When the first Board elected hereunder takes office, the Association shall determine the "estimated annual maintenance and improvement requirement" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in paragraph 6.2 of this Article.

6.5 Failure to Prepare Estimate. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.6 Accounting Records. The manager or Board of Managers, as the case may be, shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of week days.

6.7 Use of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein.

6.8 Unpaid Assessments a Lien. If any unit owner fails or refuses to make any payment of any assessments when due, the balance of all assessments payable during the year in which such default occurs shall become due and payable, and the amount thereof shall constitute a lien on the interest of such unit owner in the property, and upon the recording of notice thereof by the manager or Board of Managers shall be a lien upon such unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded; except only taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such unit owner prior to the preexisting recorded encumbrances thereon, and encumbrances on the interest of such unit owner recorded prior to the date such notice is recorded which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrances contain a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. Any encumbrancer whose lien is junior to the lien of the assessment herein provided may from time to time request in writing a written statement from the manager or Board of Managers setting forth the unpaid assessment with respect to the unit covered by his encumbrance and unless the request is complied with within twenty days, all unpaid common expenses which became due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid assessment payable with respect to such unit and upon such payment such encumbrancer

shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance. Each assessment, together with such interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the unit owner at the time when the assessment fell due.

6.9 Foreclosure of Liens. The lien to secure payment of assessments shall be in favor of the members of the Board of Managers and their successors in office and shall be for the benefit of all other unit owners, and may be foreclosed by an action brought in the name of the Board of Managers in like manner as a mortgage of real property, as provided in Sections 443.190, 443.200, 443.210, 443.220, 443.230, 443.240, 443.250, 443.260, 443.270, 443.280, 443.290, 443.300 and 443.310, RSMo.1969. The members of the Board of Managers and their successors in office, acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

6.10 Interest of Grantee under Foreclosure Deed. In the event any person acquires or is entitled to the issuance of a sheriff's or other official deed in foreclosure of the lien for assessments above provided, the deed conveying the interest of any unit owner and the interest so acquired shall be subject to the terms, provisions, covenants, conditions and limitations contained in this Declaration, the plat, the By-Laws or any deed affecting such interest then in force.

6.11 Separateness of Liens. In the event any lien exists against two or more units and the indebtedness secured by such lien is due and payable, the unit owner of any unit so affected may remove the unit and the undivided interest in the common elements appertaining thereto from the lien by payment of the proportional amount of the indebtedness which is attributable to such unit. In the event the lien exists against the property, the amount of such proportional payment shall be computed on the basis of the percentages set forth in the Declaration. Upon payment as herein provided, the lienor shall execute and deliver to the unit owner a release of such unit and the undivided interest in the common elements appertaining thereto from the lien. Any such proportional payment and release shall not prevent the lienor from proceeding to enforce his rights against any unit or interest with respect to which the lien has not been so paid or released.

6.12 Liens, Consent. No labor performed or materials furnished with the consent of or at the request of a unit owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the interest of any other unit owner, or against any part thereof, unless such other owner has expressly consented to or requested the same. Express consent shall be deemed to have been given by the owner of any unit in the case of emergency repairs thereto. Labor performed or materials furnished for the common elements, if duly authorized by the Board of Managers, shall be deemed to be performed with the express consent of each unit owner and shall be the basis for the filing of a lien against the property, and shall be subject to the provisions of paragraph 6.11 of this Article.

6.13 Taxes Assessed and Levied Against Units. Real property taxes, special assessments, and any other special taxes or charges of the state of Missouri or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon real property shall be assessed against and levied upon each unit and the owner's corresponding percentage of ownership in the common elements as a tract, and not upon the property as a whole.

6.14 Interest Acquired by Tax Deed, Subject to What. In the event any person acquires or is entitled to the issuance of a tax deed conveying the interest of any unit owner, the interest so acquired shall be subject to the terms, provisions, covenants, conditions and limitations contained in this Declaration, the plat, the By-Laws, or any deed affecting such interest then in force.

Lakeshore

6.15 Nonuser. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common elements or abandonment of his or her unit.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 The units and common elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than residential purposes and the common recreational purposes for which the property was designed. Each unit shall be used as a residence for a single family and for no other purpose. An owner may use a portion of his unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that in no event shall any part of the property be used as a school or music studio.

(b) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Association except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair the interior of his own unit.

(c) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste will be committed in the common elements.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Association.

(f) No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

(g) Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on the exterior of any unit or any part of the common elements. The exterior area of any unit and the common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor

cooking devices, benches or chairs, nor any other similar items on any part of the common elements, nor shall any such items be stored exposed to public view on the exterior area of any unit, except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose; balcony and patio areas shall be used only for their intended purposes.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property.

(k) Nothing shall be altered or constructed in or removed from the common elements except upon the written consent of the Association.

(l) No signs of any sort shall be displayed advertising any unit or units for sale or rental, and no signs shall be displayed of any other sort without the express approval of the Architectural Review Board of the Lakewood Property Owners Association, Inc. first obtained.

7.2 The Architectural Review Board of the Lakewood Property Owners Association, Inc. shall have the power to make variations, alterations and changes in the restrictions heretofore set forth in accordance with the procedures specified in Article VII, Section 5, of the Lakewood Covenants and Restrictions, heretofore identified.

ARTICLE VIII

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

8.1 Sufficient Insurance. In case of fire or any other disaster the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. "Reconstruction of the building," as used in this paragraph and paragraph 8.2, means restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

8.2 Insufficient Insurance. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred and eighty days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

(a) The property shall be deemed to be owned in common by the unit owners;

(b) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;

(c) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

ARTICLE IX

SALE OR WITHDRAWAL AND TERMINATION

9.1 Sale of Property. Notwithstanding the provisions of Article VIII, not less than seventy-five per cent of the unit owners may, by affirmative vote at a meeting of unit owners duly called for such purpose, elect to sell the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale. Any unit owner who did not vote in favor of such action and who has filed written objection thereto with the manager or Board of Managers within twenty days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, less the amount of any unpaid assessments or charges due and owing from such unit owner. The value of such interest, for the purposes of this Article, shall be that percentage of the total value of the property determined by fair appraisal which represents the ownership percentage of the common elements allocated to the unit owned by such objecting owner.

9.2 Withdrawal and Termination. All of the unit owners may remove the property from the provisions of this Declaration by an instrument to that effect, duly recorded, if the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the unit owner. Upon such removal the property shall be deemed to be owned in common by all the owners. The undivided interest in the property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the common elements. Anything to the contrary herein notwithstanding, the units and owners thereof shall retain status as a Parcel under the heretofore identified Lakewood Declaration of Covenants, Conditions and Restrictions until such time as that instrument shall be amended to provide otherwise.

ARTICLE X

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

10.1 Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Association, or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

10.2 Other Remedies. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Association, then the Association shall have the power, by action of a majority of its Board of Directors, to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Association against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring

the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, commissioner's fees, reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting owner.

ARTICLE XI

GENERAL PROVISIONS

11.1 Until such time as the Association provided for in this Declaration is formed, the Developer shall exercise the powers, rights, duties and functions of the Association.

11.2 Upon written request to the Board, the holder of any duly recorded mortgage or deed of trust against any unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose unit ownership is subject to such mortgage or deed of trust.

11.3 Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his unit.

11.4 Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

11.5 Each grantee, immediate or mesne, of the Developer, by the acceptance of a deed or conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

11.6 No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.7 The provisions of Article II, Article III, Section 4.1 of Article IV, Article VI, and this paragraph 11.7 of Article XI of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association, all of the owners and all mortgagees having bona fide

liens of record against any unit ownerships. Unless otherwise herein specifically provided, other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association and a majority of the unit owners, and containing an affidavit by an officer of the Association certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the office of the recorder of deeds for Jackson County, Missouri, at Independence.

11.8 The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

11.9 The rule of property known as the rule against perpetuities and the rule of property known as the rule restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this Declaration.

11.10 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium townhouse development.

ARTICLE XII

ASSIGNMENT OF RIGHTS AND RESPONSIBILITIES

12.1 The Lakeshore Townhouses Association may at any time assign all rights and responsibilities created hereunder to the Lakewood Property Owners Association, Inc., which was created pursuant to the heretofore identified Lakewood Declaration of Covenants, Conditions and Restrictions, after which the procedures and conditions herein specified shall remain unchanged in all respects except for the substitution of the Lakewood Property Owners Association, Inc. as a successor in interest for Lakeshore Townhouses Association.

12.2 The foregoing notwithstanding, the property heretofore described shall, effective upon the filing of this instrument be a Parcel within the meaning of the aforesaid Lakewood Declaration of Covenants Conditions and Restrictions and, as such, subject to the provisions thereof.

IN WITNESS WHEREOF, FARM & HOME SAVINGS ASSOCIATION has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its officers the day and year first above written.

FARM & HOME SAVINGS ASSOCIATION

By Mil Gibson
Vice President

Attest:

Kerry L. Crisp
Asst. Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 28th day of August, 1973, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Neil Gibson and Kerry L. Crisp, known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice President and Assistant Secretary, respectively, of FARM & HOME SAVINGS ASSOCIATION, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such officers, and as the free and voluntary act of the said FARM & HOME SAVINGS ASSOCIATION, for the uses and purposes therein set forth.

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

My commission expires:

August 31, 1974

Sharon Mason
Notary Public
Sharon Mason