

THE WATER'S EDGE TOWNHOMES
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND DEDICATION OF EASEMENTS

RECEIVED MAY 5, 87

THIS DECLARATION AND DEDICATION is made effective the 10th day of April, 1987, by FARM & HOME SAVINGS ASSOCIATION, a Missouri corporation, and/or assigns, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Farm & Home Savings Association is the present owner of a certain tract of land located in Jackson County, City of Lee's Summit, Missouri, and more particularly described as follows:

99-2-48-31 ✓
All that part of the Northwest Quarter of Section 8, Township 48, Range 31, in the City of Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 1°57'08" West along the West line of said 1/4 Section, 428.44 feet; thence North 44°58'34" East, 26.54 feet to a point on the Easterly line of Channel Drive as now established, and the point of beginning of the tract of land to be herein described; thence continuing North 44°58'34" East, 237.19 feet; thence South 43°40'00" East, 5.00 feet; thence South 66°20'00" East, 59.00 feet; thence South 86°00'00" East, 94.00 feet; thence North 82°51'00" East, 59.00 feet; thence South 77°06'00" East, 44.00 feet; thence South 33°39'00" East, 56.00 feet; thence South 7°54'00" East, 160.00 feet; thence South 39°12'00" West, 19.00 feet; thence South 5°16'00" East, 35.00 feet; thence South 48°57'00" East, 21.00 feet; thence South 9°15'00" West, 168.00 feet; thence South 11°26'00" East, 68.00 feet; thence South 3°22'00" East, 74.00 feet; thence South 19°37'00" East, 42.00 feet; thence South 22°27'00" West, 44.00 feet; thence South 76°47'00" West, 26.00 feet; thence South 85°51'00" West, 192.01 feet to a point on the Easterly line of said Channel Drive; thence North 3°19'04" West along said Easterly line, 40.16 feet; thence Northerly and northwesterly along said Easterly line, being a curve to the left, from the last described course as a tangent, having a radius of 709.42 feet and a central angle of 41°42'22", a distance of 516.40 feet; thence North 45°01'26" west, tangent to the last described curve, 60.19 feet to the point of beginning. Containing 4.870 Acres, more or less.

This land is hereinafter referred to as "Water's Edge Townhomes", and .

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the aforescribed property and for the maintenance of the properties and improvements thereon and, to this end, desires to subject the real property heretofore described, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

time.

Section 2. "Association" shall mean and refer to the Lakewood Property Owners Association, Inc., a not-for-profit corporation of the State of Missouri, its successors and assigns. The Association has the power and the duty to collect and disburse maintenance and parcel assessments as herein described.

Section 3. "Builder" or "Builders" shall mean a residential construction contractor, whether an individual, partnership or corporation, designated by Declarant as a builder of residences within the Properties, but only while serving in such capacity as to any Lot upon which such residential construction is in progress.

Section 4. "Bylaws" shall mean and refer to the Bylaws of Lakewood Property Owners Association, Inc., as amended from time to time.

Section 5. "Common Areas" shall mean and refer to all real property owned by the Association in the Development for the common use and enjoyment of Members of the Development.

Section 6. "Common Elements" shall mean and refer to that part of the Properties owned by the Association for the exclusive use and enjoyment of the Owners of the Units and their guests located within the Properties the location of which is to be depicted upon plats or surveys filed in accordance with Article II of this Declaration.

Section 7. "Declarant" shall mean and refer to Farm & Home Savings Association, Nevada, Missouri, its successors or assigns under Section 9 of Article XI of this Declaration.

Section 8. "Declaration" means this instrument.

Section 9. "Development" shall mean all of the land known as the Lakewood Subdivision to the City of Lee's Summit, Missouri and which is more particularly described in Article Four of the Articles of Incorporation of the Lakewood Property Owners Association, Inc.

Section 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and reserves.

Section 11. "Member" means a person who becomes a member of the Association by reason of this Declaration.

Section 12. "Members" means all of the members of the

control of the Common Elements shown thereon shall be governed by the terms of this Declaration.

ARTICLE III

Membership and Voting Rights

The Declarant shall not have any voting rights for any property in the Water's Edge Townhomes nor shall it be considered a member of the Association solely by reason of its ownership of Lots, Units or undeveloped acreage in the Water's Edge Townhomes. The Declarant will maintain complete control and management of all unsold Lots and undeveloped acreage in the Water's Edge Townhomes and, except for parcel assessments as provided in Article VI, Section 4, it shall not be subject to assessment dues thereon. At the time of closing of a sale by Declarant on a developed Lot or Unit in the Water's Edge Townhomes, and not before, said Lot or Unit shall automatically be deemed annexed into and will come within the jurisdiction of the Association, and each Owner thereof shall be subject to the assessments as provided in Articles V and VI of this Declaration. Upon being annexed into the jurisdiction of the Association, every Owner of a Lot or Unit in the Properties which is subject to assessment shall become a member of the Association (as the rights and obligations of such a member are set out in the Articles of Incorporation and Bylaws of the Association) and shall be subject to the Association's Articles of Incorporation and Bylaws, as now in existence or hereafter amended. When more than one Person holds an interest in any Lot or Unit, all such Persons shall be Members. The vote of such Lot or Unit shall be exercised as they, among themselves, determine. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment. The foregoing is not intended to include Persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE IV

Property Rights

Section 1. Member's Easement of Enjoyment. All Members of the Association shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the

members of his family, such Owner does hereby authorize the Association to repair such damaged area; the Association shall repair such damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot, Unit or other land of said Owner, shall be a lien upon the Lot, Unit or other land of said Owner and be enforceable as other assessments under Article V.

ARTICLE V

Covenant For Maintenance Assessment For Common Area

Section 1. Maintenance Assessments. Each Lot or Unit owned within the Properties and annexed into the Association shall be subject to, and each Owner of any Lot or Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual assessments or charges to be established and collected as hereinafter provided, (2) special assessments for capital improvements, and (3) special assessments for damage to the Common Area. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot or Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Area. The proceeds of regular annual or special assessments shall not be used to reimburse Declarant, its successors or assigns, for any capital expenditures incurred in construction or other improvements of a common facility, nor for the operations or maintenance of such facilities incurred

the date the Lot or Unit is annexed into the Association as provided in Article III. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid.

Section 7. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Unit.

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

Section 9. Exempt property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- a) All properties dedicated to and accepted by a local public authority;
- b) The Common Area and Common Elements;

Section 4. Assessment Against Units Owned by Declarant.

Notwithstanding anything in this Declaration to the contrary, if Declarant should be the Owner of a Unit(s), whether then completed or still under construction, in a Multi-Family Residential Structure, then such Unit(s) shall be subject to the parcel assessments provided for herein beginning on the date the first Unit in such Multi-Family Residential Structure is annexed into the Association.

ARTICLE VII

Architectural Control and General Use Restrictions

Section 1. Architectural Review Board. An Architectural Review Board is hereby created which is composed of five members who shall be appointed by Declarant. A majority of the Architectural Review Board may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Review Board, the remaining members shall have full authority to designate a successor. The herein granted powers and duties of the Architectural Review Board shall cease and terminate when all Lots in the Water's Edge Townhomes have been annexed into the jurisdiction of the Association or twenty (20) years after the date of this instrument, whichever occurs first. Upon termination of the powers granted to the Architectural Review Board under this Declaration, the provisions of this Article will be administered by the Architectural Review Board of the Association as established in the Declaration of Covenants, Conditions and Restrictions dated August 28, 1973 and filed of record with the Recorder of Deeds, Jackson County, Missouri at Independence, on the 29th day of August, 1973, as Document No. I162473 in Book 473 at Page 269.

Section 2. Land Use and Building Type. No Lots or Units shall be used for any purpose except for residential purposes. The term "residential purposes" as used herein, excludes hospitals, clinics, hotels, industrial, commercial and professional uses, whether from homes, residences or otherwise, and all such use of the Lots or Units are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any Lot other than Multi-family Residential Structures. The Declarant hereby reserves the right to use any of the real property heretofore described for temporary use

No clothesline shall be placed, constructed or erected on any Lot or Unit in a location which is visible from the front, side or rear of the Lot. No antennas of any type, whether television or otherwise, may be erected on the exterior of any residence or on any Lot.

Section 8. Garage. Each residence shall have an attached or basement private garage for not less than two nor more than four cars. The driveway of each Lot shall contain sufficient paved area for the offstreet parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

Section 9. Signs. No signs of any kind shall be displayed to the public on any Lot or Unit except signs used by the builder to advertise the property during construction.

Section 10. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Unit, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

Section 11. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, which containers shall be kept in a clean and sanitary condition and housed and screened as specified by the Architectural Review Board.

Section 12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved by Declarant as shown on the recorded plat of the Properties. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained by the Owner of the Lot, except for those improvements for which a public utility or utility company is responsible. In

policies of insurance:

Section 1. Fire Insurance. The Association shall have the power and the obligation to acquire, maintain and pay for a blanket policy or policies of fire insurance with extended coverage endorsement for at least the full insurable replacement value of all insurable improvements in the Properties (including architect's and engineer's fee for the entire project) according to building standards as illustrated by the plans and specifications filed with the Insurance Trustee as hereinafter defined including both the insurable Common Elements within the Properties and the individual dwelling Units. Such policy or policies shall be placed with generally recognized insurance companies licensed to do business in the State of Missouri. Such policy or policies shall insure all Owners and their respective lien holders as their interests may appear, and shall include a lender's or mortgagees clause. Such policies shall provide:

- a) That such coverage shall not be affected or diminished by reason of any other insurance coverage by any individual Owner.
- b) For waiver of subrogation against individual Owners, members of their household, the Board of Directors and the employees and agents of the Association.
- c) For a notice of cancellation to each Owner and his mortgagee at least ten (10) days prior to effective date of cancellation.
- d) That the conduct of any Owner will not result in the avoidance of the insurer's liability.
- e) A stated amount of coverage or percentage of the total coverage provided for each dwelling and its proportionate interest in any of the Common Elements within the Properties.

Section 2. Liability Insurance. The Association shall have the power to obtain and pay for a comprehensive, general liability policy or policies and Workers' Compensation Insurance Coverage.

Section 3. Damage to One Unit. In the event any Unit is damaged by fire or other casualty which is insured against, and said damage is limited to a single Unit, the insurance proceeds shall be paid jointly to the Association and to the Owner of such Unit, and such proceeds

well as the Common Elements, shall then be repaired or rebuilt, as the case may be, and all the insurance proceeds shall be used for that purpose.

- d) Any deficiency between the available insurance proceeds, if any, and the contract price for repair or rebuilding shall be raised by special assessment against the Units and Owners thereof in the building or buildings damaged or destroyed, in such a manner as to allocate fairly to each Unit so assessed that portion of the total cost of repair or rebuilding which is attributable to restoring that Unit and its immediately surrounding Common Elements to its condition prior to the damage or destruction. If the damage or destruction is limited to any part of the Common Elements other than a building in which Units are located, or is limited to a portion of a building not used for human occupancy, the special assessment shall be levied equally among all Units and the Owners thereof. The good faith determination of the Board of Directors of the Association making the special assessments mentioned in this subparagraph shall be final and conclusive. To the extent that any insurance proceeds are required to be paid over to a first mortgagee or trust beneficiary of any damaged Unit, in accordance with the terms of any such mortgage or trust instrument, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to special assessment for such sum, which obligation shall be enforceable in the same manner as a special assessment under Article V hereof.

Section 5. Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any bank or financial

Section 9. Individual Insurance. Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Article VIII, Section 1.

Section 10. Duty to Reduce Hazard. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Members or annoy them by unreasonable noises or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

ARTICLE IX

Party Walls

Section 1. General Rules of Law to Apply. Each wall is built as a part of the original construction of the Units within the parcel and places on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other

Declaration is found to be in conflict with any applicable laws, the Declaration shall be deemed amended so as to comply with applicable law.

Section 2. Liability for Unpaid Assessments. Any first mortgagee who obtains title to a Lot or Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for any unpaid dues or assessments or charges for such Lot or Unit which may accrue prior to the acquisition of title to such Lot or Unit by the mortgagee.

Section 3. Limitation on Association's Rights. Unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or Owners (other than the sponsor, developer or builder) of the individual Units in the Development has given their prior written approval, the Association (or the Architectural Review Board in regard to subsection (c) hereof) shall not be entitled to:

- a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or Common Elements owned, directly or indirectly by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area or Common Elements shall not be deemed a transfer within the meaning of this clause);
- b) Change the method of determining the assessments which may be levied against a Member;
- c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of the Units, the maintenance of the Common Area, Common Elements, party walks or common fences and driveways, or the upkeep of lawns and plantings in the Development;
- d) Fail to maintain fire and extended coverage on the insurable Common Elements on a current replacement cost basis in the amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs);
- e) Use hazard insurance proceeds for losses to any Common Elements for other than repair, replacement or reconstruction

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, Unit or parcel of land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by sixty percent (60%) of all Owners of all Lots (including Lots not annexed into the Association) and Units located in Water's Edge Townhomes. Any amendment must be properly recorded. Additionally, so long as Declarant owns any Lots or Units in Water's Edge Townhomes, 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 Members of the Association.

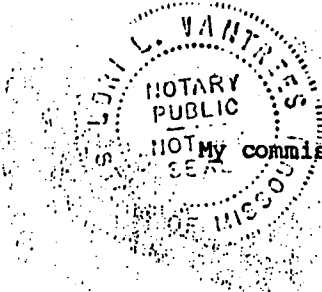
Section 4. Limitations. As long as Declarant (or anyone to whom Declarant's rights under this Declaration have been assigned) owns Lots, Units or undeveloped acreage in Water's Edge Townhomes, the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups.

Section 5. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any Member owning a Lot or Unit in the Water's Edge

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 10th day of April, 1987, before me, the undersigned, a Notary Public in and for said county and state aforesaid, personally appeared James L. Carney and Harold Hertzfield, to me known to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Senior Vice President and Assistant Secretary respectively, of Farm & Home Savings Association, and acknowledge that they have execute said instrument in the capacity and for the purposes stated as the free act and deed of said corporation.

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



Lori L. Vantrees
Notary Public

My commission expires:

LORI L. VANTREES
NOTARY PUBLIC - STATE OF MISSOURI
COMMISSIONED IN JACKSON COUNTY
MY COMMISSION EXPIRES FEBRUARY 2, 1990

(STATE OF MISSOURI) SS
(COUNTY OF JACKSON)
CERTIFY INSTRUMENT RECEIVED

1987 APR 14 P 12:05.0

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CATHY J. T. REED
DIRECTOR OF RECORDS

77.00

L. Monty Omerly