

AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
OF
SUMMIT WOOD
AND
DECLARATION OF
SUMMIT WOOD PROPERTY OWNERS ASSOCIATION

I2764P2039

THIS DECLARATION, made by Strother Investment Properties, a Missouri Partnership, hereinafter referred to as "Developer or Declarant."

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Kansas City, County of Jackson, State of Missouri, which is more particularly described on "Exhibit A," attached hereto and hereby made an integral part hereof; and

WHEREAS, Developer has filed a Declaration of Restrictions of Summit Wood, in the office of the Recorder of Deeds, Jackson County, Missouri, on the 13th day of NOVEMBER, 1995, and this amendment document is subject to the covenants, conditions and restrictions contained therein; and

WHEREAS, Developer is now developing the Property described in "Exhibit A", as a residential community with features possessing more than ordinary value; and

WHEREAS, Developer deems it desirable for the efficient preservation of the values and amenities in said community to create an agency to which would be delegated and assigned the powers of maintaining and administering the properties of the community and administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Missouri, a non-profit corporation, namely, Summit Wood Property Owners Association, on or before July 1, 1997.

NOW THEREFORE, Developer hereby declares that all of the properties described in "Exhibit A" and any real property which may be added to or annexed later shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, grantees, successors and assigns, and shall inure to the benefit of all owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Developer and/or Declarant" shall mean and refer to Strother Investment Properties, a Missouri Partnership, its successors and assigns.

Section 2. "Property Owners Association" or "Association" shall mean and refer to the Summit Wood Property Owners Association, a Missouri Not-for-Profit Corporation, its successors

and assigns, which will be incorporated on or before July 1, 1997.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Tract which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Lot" may mean either any Lot as platted, or any Tract or Tracts of land as conveyed, which may consist of one or more Lots, or part or parts of one or more Lots, as platted, and upon which one (1) single family residence may be erected thereon in accordance with this Declarant, or from its successors and assigns.

Section 5. "District" shall mean and refer to all of the Lots shown on the recorded Plat(s) of Summit Wood, and such additions thereto as may hereafter be brought within the jurisdiction of the Association which are subject to this Declaration or any Supplemental Declaration or document prepared pursuant to this Declaration. If or when other land shall, in the manner hereinafter provided, be added to that described above, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration and subsequent Declarations or agreements including any further modifications thereof. The Developer/Declarant may add additional land to the District to be subject to these Declarations of Restrictions of Summit Wood.

Section 6. "Property" shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, or later added pursuant to Article II below.

Section 7. "Common Properties" shall mean and refer to those areas of land designated as Common Areas on any recorded subdivision plat or survey or resurvey of the District and intended to be devoted to the common use and enjoyment of the members of the Association, or subject to the control thereof, together with any and all improvements that are now or may hereafter be constructed thereon. In this Declaration, Common Properties shall include, without limitation, the following:

(a) all real estate owned in fee simple by the Association evidenced by Warranty Deed or Deeds from the Developer/Declarant to the Association, recorded in the office of the Recorder of Deeds of Jackson County, Missouri.

(b) all community buildings and its yards, cabana, swimming pool, clubhouse, ponds, water courses, picnic and playground equipment, recreational facilities, structures, trees, landscaping, lighting and mechanical equipment, decorative equipment, entrance markers, islands, and other improvements located upon easements to or real estate owned by the Association, or within the dedicated right-of-way of public streets abutting or extending through the District.

(c) all paved private drives, private streets and visitor and private parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.

(d) all installments of central services for the benefit of more than one Owner such as television antennae, trash receptacles, mail box stands, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities situated thereon.

(e) all easements, rights and appurtenances belonging thereto, necessary to the

existence, maintenance and safety of the property owned by the Association and the improvements constructed thereon.

(f) all personal property owned by the Association intended for use in connection with the maintenance and operation of ponds, swimming pool, water courses, recreational facilities, buildings, structures, grounds and other facilities of the Association.

(g) all private open space reserved for private use of Owners and set aside for members of the Association in satisfaction of any Ordinance of the City of Kansas City, Missouri or any other City, County or State government requiring the same.

(h) all storm water detention facilities and appurtenances within certain storm water detention easements delineated on the plat(s) of Summit Wood, or any other real property which may be added or annexed later.

Section 8. "Dwelling Unit," "Residence," or "Building" shall mean and refer to a building thereof constructed for the occupancy of one family only.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in good standing, in the Association, as set forth in Article III hereof.

Section 10. "Declaration" shall mean this Amended Declaration as filed for record with the Recorder of Deeds for Jackson County, Missouri, which may from time to time be amended according to its terms.

Section 11. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as such Articles of Incorporation may be from time to time amended.

Section 12. "By-Laws" shall mean the By-Laws of the Association as originally adopted and as from time to time amended.

Section 13. "Annual Assessment" as used herein shall be deemed to mean the assessment against each Lot within the District which is determined each year by the Directors of the Association.

Section 14. "Special Assessment" as used herein shall be deemed to mean the assessment against each Lot within the District which is passed and/or approved by the Directors and arises out of the action or absence of action by and in respect to the Owner of that particular Lot.

Section 15. "Capital Assessment" as used herein shall mean any assessment as approved by the Association's Directors for and in respect to an improvement, amenity, renovation or repair having a reasonably expected useful life in excess of five (5) years.

Section 16. "Common Expenses" as used herein shall mean:

(a) all expenses of administration, including but not limited to maintenance, operation, repair, replacement, cleaning, improvement or other expenses incurred in connection with the Common Properties within the District and portions of the Lots owned or to be maintained by the Association, including assessments in connection with the easements appurtenant to the Lots and common properties;

(b) expenses declared to be common expenses by provisions of this Declaration or the By-Laws, including taxes assessed against property owned by the Association and expenses for insurance;

(c) any valid charge against the District or the Association as a whole;

(d) any reserves established by the Directors.

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Section 17. "Directors" and "Officers" as used herein shall mean the Directors and Officers of the Association as duly elected or appointed according to the terms of the By-Laws and Articles of Incorporation and shall also mean their designees except where context prohibits.

Section 18. "Board" as used herein shall be deemed to mean the Association's Board of Directors, and except where context prohibits shall also be deemed to mean the Board's designee.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ANNEXATION AND ADDITIONS THERETO

Section 1. Property: The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Kansas City, Jackson County, State of Missouri, and is more particularly described in "Exhibit A".

Section 2. Additions to the Property: Until Declarant has transferred all of its rights to the Association, or until July 1, 2005, whichever occurs earlier, Declarant may add additional land and/or Common Properties to the District, to be subject to the Declarations of Restrictions of Summit Wood and the Declaration of Summit Wood Property Owner Association. Such additions shall be subject to the following provisions:

(a) all taxes and special assessments against such Annexed Land accrued in to periods prior to its addition to the District, must be paid or provided for.

(b) all annexed Lands must be zoned for single family residential purposes.

(c) all improvements upon and within the Annexed Land shall meet adjacency compatibility guidelines of the Developer and be complementary to and consistent with the improvements theretofore planned or constructed within the District.

(d) upon filing a supplement or annexation document to this Declaration, legally describing the Annexed Land, with the Recorder of Deeds for Jackson County, Missouri, such Annexed Land shall for all intents and purposes become a part of the District and the provisions of this Declaration including the terms pertaining to assessments, jurisdiction, functions, duties and membership in the Association shall be automatically extended to the Annexed Land.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION WHEN IT IS INCORPORATED

Section 1. Qualification for Membership. Every Owner of a Lot which is subject to this Declaration shall be a member of the Association after it is incorporated. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to this Declaration. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Classes of Voting Membership.

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they

determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the 1st day of July, 2005, or when declarant no longer owns any lots.

Section 3. Annual Meetings and Special Meetings of the Members. Quorum and Notice Requirements.

(a) Annual Meetings of the Members of the Association shall be held at such place within Jackson County, as may be designated in writing by the Declarant or its successors, on the fourth Wednesday in the month beginning in July of 1997, and each year thereafter at 7:30 o'clock p.m., provided that, if such day shall fall on a national holiday, then the next weekday thereafter. Written notice of such meeting or statement of business to be transacted shall be required, and there shall be a quorum requirement in respect to an Annual Meeting as stated in the By-Laws.

(b) Special Meetings of the Members of the Association may be called by the President of the Association, the Association's Board of Directors or upon written request to the Association's Secretary by Members being entitled to cast one-fourth (1/4) of the membership's votes. Written or printed notice of a special meeting shall be delivered not less than fifteen (15) days nor more than sixty (60) days before the date of the meeting either by mail or personally. Such notice shall state the date and time of the meeting, its location and the business to be transacted.

(c) quorum requirements at any special meeting shall be prescribed in the Association's By-Laws.

(d) at any meeting Members may vote either in person or by proxy provided that such proxy shall be filed with the Secretary of Association, according to the procedures for proxies as set out in the By-Laws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member, in good standing, shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot and Tract; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Declarant may at any time dedicate and/or convey the fee simple title to the Common Properties to the Association, subject to the terms and provisions of this Declaration, but no later than the 1st day of July, 2000.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Board of Directors to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of Members, Tenants and Guests).

(b) the right of the Board of Directors, as provided in the By-Laws, to suspend the voting rights of any Member and to suspend the right of an individual to use any of the Common Properties except private open space deemed appropriate by the Board of

Directors for any period, which any assessment against a Lot or Tract owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations.

(c) the right of the Board of Directors or the Declarant to dedicate or transfer for the common benefit of the District and/or Association, any part of the Common Properties to any public agency, authority or utility for such purposes and upon such conditions as may be agreed on by the Board of Directors or upon such conditions and for such purposes as may be deemed appropriate by the Declarant.

ARTICLE V

COVENANTS OF MAINTENANCE ASSESSMENTS

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

Section 2. Basis and Maximum of Annual Assessments. When the Association is incorporated, not later than July 1, 1997, the monthly assessment shall be Fifteen Dollars (\$15.00) per Lot per month.

(a) the maximum annual assessment may be increased for the years commencing January 1, 1998, by ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement to the Common Properties, including the necessary fixtures and personal property related thereto and for improvements and repairs necessary for storm water detention facilities, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor

more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors shall have the authority, in the event of any emergency which requires immediate action to correct or repair, to pay for such work and the cost thereof shall become a special assessment without the assent or the aforementioned two-thirds (2/3) vote.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Collection may be on a quarterly, semi-annual or annual basis.

Section 6. Quorum for any Action Authorized under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of such class of membership shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirement, and the required quorum, at the subsequent meeting(s) shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Directors Regarding Assessments and Due Dates. No Personal Liability and Exceptions.

(a) the annual assessments provided for herein shall commence as to each Lot on the first day of the month following the recording of a plat or survey identifying such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) the Board of Directors shall fix the amount of the annual assessment against each Lot or Tract 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.

(c) the omission of the Board of Directors, before the expiration of any annual assessment period, to fix the amount of the annual assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Class A Member from the obligation to pay the annual assessment, or any installment thereof, for that or any subsequent annual assessment period, but the annual assessment fixed for the preceding period shall continue until a new annual assessment is fixed.

(d) the Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot or Tract have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) no member of the Board or any Committee of the Association, or any officer of the Association or Declarant, or the Manager, if any, shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural Control Committee, or any other Association Committee, or any officer of the

Association, or partner of the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent and become a lien upon the real property. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at the rate of one percent (1%) per month, applied to the full amount of the delinquency including prior interest, and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the said lien against the property; and interest, collection costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. A minimum fee of One Hundred Dollars (\$100.00) shall be levied by the Association, if a lien is filed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot or Tract. The Board of Directors may post, publish, and/or mail a list of delinquent members, setting forth name, address, and amount of delinquency; and shall not be required to provide any advance notice of such action.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Tract pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Wholly and Partially Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority; and
- (b) the Common Properties; and
- (c) all Lots and Tracts owned by the Declarant.

However, no land or improvements once devoted to dwelling use shall be exempt from assessment.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Powers of the Association. Every Owner shall have a right of easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to prescribe regulations governing their use, operation and maintenance, and to charge reasonable admission, if any, and other fees for the use of any recreational facility situated upon the Common Properties;

(b) the right of the Association to suspend the voting rights and right to use of recreational facilities, if any, except use and enjoyment of private open space by an Owner for any period during which any assessment against his Lot or Tract remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and

regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded;

(d) the right of the Association to limit the number of guests of Members who would use the recreational facilities, if any;

(e) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving or repairing the Common Properties and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, of any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way and/or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Properties;

(g) the rights of the Owners of the Dwelling Units to perpetual easements over and upon any of the Common Properties for such portions of their Dwelling Units that may overhang or otherwise encroach upon any of the Common Properties for support, for the purpose of necessary repairs and maintenance, for the maintenance of reasonable appurtenances to their Dwelling Units, and for reasonable pedestrian and temporary ingress and egress to and from any Dwelling Unit through and over the Common Properties.

Section 2. Delegation of Right of Use. Any Owner may delegate his rights to the use and enjoyment of the Common Properties to the members of his family who reside with him and/or his guests, all subject to such reasonable rules and regulations, which the Declarant or the Association may adopt and uniformly apply and enforce.

ARTICLE VII

ARCHITECTURAL CONTROL/ARCHITECTURAL REVIEW BOARD

Section 1. Architectural Review Board. Except for all original construction by the Declarant or his grantee, thereafter, no building, fence, wall, foundation or any structure, or swimming pool shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition, patio, deck, or color change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by an Architectural Review Board (hereafter called "Review Board") composed of either three (3) or five (5) representatives appointed by the Declarant or by the Board of Directors, if Declarant agrees to delegate such power of appointment. If Declarant does not delegate such power to the Review Board, the Declarant shall

have the full and absolute authority to do whatever the Review Board could do as set forth herein. In the event said Declarant or the Review Board fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Limitations. Construction or alterations in accordance with plans and specifications approved by the Declarant or the Review Board, if it is delegated such power by The Declarant, pursuant to the provisions of this Article must be commenced within six (6) months following the date upon which the same are approved by the Board (whether by affirmative action or by forbearance from action, as in Section 1 provided), and must be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Declarant or the Review Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Declarant or the Review Board shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. In the event of fire, windstorm, or other damage or casualty, all damage shall be removed immediately and new construction must commence as soon as possible but not longer than three (3) months from the day of the occurrence. There shall be no deviation from the plans and specifications approved by the Declarant or the Review Board without the prior consent in writing of the Declarant or the Review Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the rights of the Declarant or the Review Board to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 3. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Declarant or the Review Board, if it is so authorized by the Declarant, in accordance with the provisions of this Article, the Review Board shall, at the request of the Owner thereof, issue a certificate of compliance which shall be *prima facie* evidence that such construction, alteration, or other improvements referenced in such Certificate have been approved by the Declarant or the Review Board and constructed or installed in full compliance with the provision of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 4. Rules and Regulations. The Review Board, if it is granted authority by the Declarant, may from time to time adopt and promulgate such rules and regulations regarding the form and content of the plans and specifications to be submitted for approval, and may publish and/or record such statements of policy, standards, guidelines, and/or establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control, adjacency compatibility and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of law or of this Declaration. The decisions of the Review Board shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any

policy, standards or guidelines established by the Committee) may appeal the decision of the Review Board to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

ARTICLE VIII

EXTERIOR MAINTENANCE

Each Owner shall be responsible for the exterior maintenance including paint on the residence and of plantings and the like belonging to the Owner, and not part of the Common Properties.

In the event that a need for necessary and obvious maintenance, painting, mowing, watering or the like is caused by or through the willful or negligent act of an owner, his family, guests or invitees, and the Owner fails and refuses to correct such need after fifteen (15) days' written notice, the cost of such additional maintenance, utilities or materials shall become an assessment, unless paid by or on behalf of said Owner within thirty (30) days after written demand from Declarant therefore, and it shall be enforceable and secured by a lien on the property.

In the event an Owner of any Lot in the Properties shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to the Declarant, the Declarant shall have the right, through its agents and employees, to enter upon said Lot and to paint, repair, maintain, and restore the Lot and the exterior of the residence and any other improvements erected thereon. The cost of such exterior maintenance, work and materials, shall become a lien upon the Lot.

ARTICLE IX

USE RESTRICTIONS

Section 1. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this AMENDMENT TO THE DECLARATION, or in the FIRST DECLARATION, as the case may be, or without the approval of the Declarant or Review Board where expressly required herein, and, upon written notice either from the Declarant or Review Board or from the Association, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or shorter period as may be required in any such notice) after notice of such violation is given in writing to the Owner of the Lot or mailed to the Owner upon which such violation exists, or to the Member responsible for such violation, if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Review Board) or the Declarant shall have the right to enter upon such Lot and/or residence and to take such steps as may be necessary to remove or otherwise terminate and abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot and a binding personal obligation of the Owner of such Lot, in all respects (an subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot and residence, at any reasonable time, for the

purpose of ascertaining whether any violation of the provisions of this Article IX or any of the other provisions or requirements of this AMENDMENT TO THE DECLARATION or FIRST DECLARATION exist on such Lot or residence; and neither the Declarant, Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Declarant, or the Association, and the Declarant or the Association may avail itself of any other remedy, at law or in equity, as may be available from time to time.

Section 2. Rules for Use of Common Properties. There shall be no violation of any rules for the use of the Common Properties and all recreational and other common facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration, which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

ARTICLE X

EASEMENTS

Section 1. Easement for Ingress and Egress. Declarant hereby dedicates and creates to itself, its successors and assigns, and hereby grants to the Owners and the Association, its successors and assigns, for the benefit of each Owner, an easement for ingress and egress over and across all of the Common Properties and all recreational and other common facilities. All municipal departments of Kansas City, Missouri, the United States Postal Service, and Public School districts and utility services, shall have the privilege of using the common areas for the routine or ordinary discharge of their duties; either on their own initiative or at the request of a member.

Section 2. Association Easement. Declarant hereby establishes and reserves to itself, its successors and assigns, and hereby grants to the Association, its successors and assigns, an easement over, under and across the Common Properties subject to this Declaration for the benefit of each Owner, for the purpose of executing any of the powers, rights or duties granted to or imposed upon the Association by the terms of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 3. Owner's Use of Easements. No planting or structure shall be erected or maintained on any part of any area indicated on the plat(s) as "easement" 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. Subject to the strict requirements herein, the Owners of Lots may erect and maintain a fence, wall or hedge along the property line within such easements, provided the fence, wall or hedge does not interfere with the storm drainage easement, if any, but subject at all times to the prior right to use such area for public or quasi-public purposes. The easement area of the Lot shall be maintained continuously by the Owner, except for improvements publicly maintained.

Section 4. Vacation of Easements. The Declarant, its successors and assigns, shall have

the right at any time to extinguish or vacate such easements as to all or any portion of said property, subject to any agreement regarding use of easements, which may be in force at that time, and further subject to approval by the City or the appropriate utility.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, after it is incorporated or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or other Declaration. In the event of litigation, the losing party shall pay the winning party's reasonable legal fees, court costs and other reasonable expenses of litigation. Failure by the Association or by any Owner to enforce any covenants, or restrictions, or conditions 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, restrictions, or conditions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. These covenants are to run with the land and shall be binding on all Owners within this subdivision and their heirs, successors, assigns and all persons claiming under them until the December 31, 20__, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the Owners of the fee title to the majority of said Lots shall, by resolution at a special meeting called for that purpose upon mailed notices to all such Owners, release, change or alter any or all of the said restrictions, at the end of any such twenty (20) year period, at least two (2) years prior to said expiration. The Owners of the majority of the Lots desiring to change, release or alter these Declarations must execute and acknowledge in an appropriate instrument of agreement in writing for such purpose and file same for record in the office of the Jackson County, Missouri Recorder of Deeds.

Unless specifically prohibited herein, and except as to Supplemental Declaration and Annexation Declaration, this Declaration may be amended from time to time by an instrument of agreement signed by the Owners of the fee simple title to more than fifty percent (50%) of the said Lots and which is duly acknowledged and filed for record in the office of the Recorder of Deeds of Jackson County, Missouri.

Section 4. Declarant's Right to Assign. The Declarant, by appropriate instrument, may assign or convey to any person, persons, firms, organizations or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it and, upon such assignment or conveyance being made its grantees or assigns may, at their option, exercise, transfer or assign such rights, reservations, easement and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by it or them in this instrument.

Section 5. Limitation of Liability. The Declarant and the Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the annual assessment funds or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and from recreational and other common facilities, or from any wire, pipe, drain, conduit or the like. The Declarant and the Association shall not be liable to any Member for loss or damage, by theft

or otherwise, of articles which may be stored or left upon the Common Properties and all recreational and other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties and recreational and other common facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other government authority.

Section 6. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall and must contain a provision incorporating by reference the covenants, conditions and restrictions set forth in all Declarations affecting the Lot sold; but failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the covenants, conditions and restrictions set forth in this Declaration or against such sold or otherwise transferred Lot.

Section 7. Articles of Incorporation and By-Laws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Association shall be set forth in its Articles of Incorporation and By-Laws, or either, as may be required or permitted by the applicable provisions of Missouri Law. In any event, if any provisions set forth in the Declaration applicable to notice, voting and quorum requirements are in conflict with any provisions of Missouri law applicable to non-profit corporations on the date of this Declaration, or at any time after said date, the applicable provisions of Missouri law shall control.

Section 8. Personal Liability. No member of the Board of Directors or Architectural Review Board or any Committee of the Association, or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural Review Board, or any other Committee, or any officer of the Association or partner of the Declarant, provided that such person has, upon the basis of such information, as then may be possessed by him, acted in good faith without willful or intentional misconduct. Directors and Officers liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) for one occurrence, or One Million Dollars (\$1,000,000.00) for more than one occurrence, commonly referred to as Five Hundred Thousand Dollars (\$500,000.00) and One Million Dollars (\$1,000,000.00) insurance coverage, for the protection of Board Members, Declarant, Manager and Architectural Review Board shall be furnished and paid for by this Association if such insurance can be obtained at reasonable premiums.

Section 9. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use, or as an acceptance for maintenance, of any of the Common Properties by any public or municipal agency, authority or utility, and no public or municipal agency, authority, or utility shall have any responsibility or liability for the maintenance or operation of any of the said Common Properties.

Section 10. Special Amendments. Declarant reserves the right and power, if necessary,

to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time (a) to comply with the requirements to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (b) to induce any of such agencies or entities to make, purchase, sell, insure or grantee first mortgages covering Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement and a consent of the Owner, for the Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot or any warranties made by an Owner, in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such Owner's Lot.

IN WITNESS WHEREOF, the undersigned, being the Developer/Declarant herein, has hereunto those Declarations seal this 7TH day of NOVEMBER, 1995.

STROTHER INVESTMENT PROPERTIES,
a Missouri Partnership

By: Daniel N. Spurck
Daniel N. Spurck, Partner

By: Charles J. Spurck
Charles J. Spurck, Partner

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 7th day of November, 1995, before me, a Notary Public in and for said County and State, came Danial N. Spurck and Charles J. Spurck, personally known to me to be the Partners of Strother Investment Properties, a Missouri General Partnership, who executed the within instrument on behalf of said Partnership, and duly acknowledged that their execution of same to be the act and deed of the Partnership.

It witness whereof, I have hereunto set my hand and affixed my notarial seal on the above date.



TERRI J EASTMAN
NOTARY PUBLIC — NOTARY STATE
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP. OCT 25, 1997

October 25, 1997
My Commission Expires

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION: ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 48, RANGE 32 IN KANSAS CITY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE NORTH 86 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 1,297.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 86 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 629.38 FEET; THENCE NORTH 03 DEGREES 03 MINUTES 05 SECONDS EAST A DISTANCE OF 55.00 FEET; THENCE NORTH 31 DEGREES 15 MINUTES 39 SECONDS WEST A DISTANCE OF 241.12 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF HIGHRIDGE CT.; THENCE SOUTHWESTERLY ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 225 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 58 DEGREES 44 MINUTES 21 SECONDS WEST, AN ARC DISTANCE OF 42.82 FEET; THENCE NORTH 20 DEGREES 21 MINUTES 25 SECONDS WEST A DISTANCE OF 165.89 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST A DISTANCE OF 51.00 FEET; THENCE NORTH 55 DEGREES 38 MINUTES 08 SECONDS WEST A DISTANCE OF 76.49 FEET; THENCE NORTH 05 DEGREES 53 MINUTES 09 SECONDS EAST A DISTANCE OF 173.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3. 78TH STREET: THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300 FEET, AND AN INITIAL TANGENT BEARING OF SOUTH 84 DEGREES 06 MINUTES 51 SECONDS EAST, AN ARC DISTANCE OF 37.02 FEET; THENCE NORTH 12 DEGREES 57 MINUTES 22 SECONDS EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 86 DEGREES 51 MINUTES EAST A DISTANCE OF 28.45 FEET; THENCE NORTH 03 DEGREES 08 MINUTES 09 SECONDS EAST A DISTANCE OF 212.32 FEET TO THE SOUTH LINE OF A TRACT RECORDED IN BOOK I-1166 PAGE 1274; THENCE SOUTH 86 DEGREES 51 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 640.78 FEET; THENCE SOUTH 46 DEGREES 17 MINUTES 40 SECONDS EAST A DISTANCE OF 478.73 FEET; THENCE SOUTH 43 DEGREES 42 MINUTES 20 SECONDS WEST A DISTANCE OF 44.44 FEET; THENCE SOUTH 45 DEGREES 16 MINUTES 45 SECONDS EAST A DISTANCE OF 55.37 FEET; THENCE SOUTH 20 DEGREES 34 MINUTES 27 SECONDS EAST A DISTANCE OF 99.35 FEET; THENCE SOUTH 03 DEGREES 52 MINUTES 20 SECONDS WEST A DISTANCE OF 47.69 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 55 SECONDS WEST A DISTANCE OF 187.03 FEET THENCE SOUTH 37 DEGREES 08 MINUTES 10 SECONDS WEST A DISTANCE OF 45.88 FEET; THENCE SOUTH 03 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 82.0 FEET TO A POINT ON THE NORTH LINE OF E. 78TH STREET; THENCE SOUTH 41 DEGREES 56 MINUTES 55 SECONDS EAST A DISTANCE OF 70.71 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF E. 78TH STREET; THENCE SOUTH 03 DEGREES 03 MINUTES 05 SECONDS WEST A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING, CONTAINING 17.67 ACRES, MORE OR LESS, EXCEPT THAT PART IN STREET RIGHT-OF-WAY.

STATE OF MISSOURI SS
 COUNTY OF JACKSON
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 DIRECTOR OF RECORDS

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