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Grantor PARKWAY HOLDINGS
Grantee PARKWAY HOLDINGS

Jay Lawson, Recorder

Declaration of Covenants, Restrictions, Easements Charges, Assessments and Liens for Parkway Village

(with Homeowner's Association Declaration)

Legal Descriptions:

Pages 33-39, inclusive (the "Property")
Page 3 (the "Landscape Buffer")

Reference Book/Page:

None

This Declaration is made August 2, 2012, by Parkway Holdings, LLC, a Missouri limited liability company (hereinafter "Developer", "Grantor" and "Grantee" whose address is 244 W. Mill, Ste. 101, Liberty, MO 64068).

Whereas, the Developer is owner of certain land described in **Exhibit A**; and

Whereas, the Developer presently intends to develop, on said land and adjoining land, a residential housing Project to be known as "Parkway Village" predominantly devoted to single family residential use; and

Whereas, the Developer desires to provide for the preservation of the values and amenities in said Project and for the maintenance of certain common use areas, including any improvements located thereon; and, to this end, desires to subject the said land and Project to the covenants, restrictions, easements, charges and liens hereinafter set forth; and

Whereas, the Developer has deemed it desirable, for the efficient preservation of the values and amenities of said Project, to create an agency to which should be delegated and assigned all or some of the power of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, the Developer intends to forthwith cause incorporation (under the laws of the State of Missouri) of a Missouri not-for-profit corporation for the purpose of exercising the functions herein described, such corporation to be known as "Parkway Village Homeowners' Association, Inc." or such other similar name as shall be available for use under law.

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Now Therefore, the Developer hereby declares that the land described in Exhibit "A" (as well as land which may be added thereto by annexation and/or expansion as hereinafter provided) shall be held, sold, used and conveyed subject to the following covenants, restrictions, easements, charges and liens, all of which are for the purpose of promoting the common good and general welfare of all Owners and thereby enhancing and protecting the value, desirability and attractiveness of such land. These covenants, restrictions, easements, charges and liens shall run with such land and with the title to such land and shall be binding on all parties having or acquiring any right, title or interest in such land or any part thereof, subject to the limitations herein provided, and shall inure to the benefit of each Owner, his or its heirs, grantees, distributees, personal representatives, successors and assigns, the Association and the Developer.

Article I
Definitions

The following terms, when used in this Declaration, or in any supplemental Declaration made effective against the Property according to law, shall have the following meanings (except as otherwise expressly provided or unless the context otherwise requires):

1. Assessable Property. "Assessable Property" shall mean and refer to the Property, together with all permanent structural improvements thereon, except such part or parts thereof as may from time to time constitute "Nonassessable Property." In no event shall land owned by the Developer (prior to a conveyance of same to a third person or entity) be deemed Assessable Property.
2. Assessments. The term "Assessments" shall have the meaning specified in this Declaration and shall include Annual Assessments, Special Assessments, User Fees and all other charges levied specifically against particular Owners and/or their Lots pursuant hereto.
3. Association. "Association" shall mean Parkway Village Homeowners' Association, Inc., a Missouri not for profit corporation, to be hereafter established by Developer.
4. Board. "Board" shall mean Board of Directors of the Association.
5. City. "City" shall mean the City of Kansas City, Missouri.
6. Common Property. "Common Property" shall mean and refer to the improved or unimproved real property, together with any Structures and personal property located thereon, in which the Association owns an interest (or in which Developer otherwise makes available for use by Owners) and which is or may be available for the common use and enjoyment of the Owners, as such areas may be designated from time to time by the Developer or the Board. Such interest or interests may include, without limitation, estates in fee, easements, leaseholds or licenses. Without limiting the foregoing, the Common Property shall also include all (if any) islands (including entry and exit islands leading to any part of the Property), median strips, landscaping berms, irrigation systems on Common Property, green spaces, landscaped areas, pools, tennis courts, recreational facilities, decorative streets lighting, lakes and storm water detention facilities, entrance magazines, exit magazines and monument signs immediately adjacent to such streets, and the "Landscape Buffer" hereafter defined (even though the Association is not the fee simple owner of any of the foregoing Common Property elements).
7. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens, as the same may from time to time be supplemented or amended in the manner prescribed herein.
8. Deed. "Deed" shall mean and refer to a deed, assignment or other recordable instrument conveying the fee simple title to a Lot or a recorded land sale contract, contract for deed or similar instrument which requires the vendee to make periodic payments towards the purchase price for the purpose of eventually obtaining the fee simple title to a Lot.
9. Developer. "Developer" shall mean and refer to Parkway Holdings, LLC, a Missouri Limited Liability Company, and its successors and assigns (including a "New Developer" hereinafter defined).
10. Development Period. "Development Period" shall mean and refer to the period of time commencing upon the execution date hereof, and terminating upon the occurrence of the earlier of: (a) the 31st day of December, 2032, or (b) the date Developer ends the Development Period, in

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Developer's sole discretion, by written notice to the Board, or (c) the date on which Developer shall have sold, to a third person or entity, all Lots then constituting a part of the Property (including all [if any] land annexed to the Property pursuant hereto) to a person or entity other than a New Developer. Whensoever this Declaration confers rights and privileges on the Developer (such as, but not limited to, the giving or withholding consents and approvals or the pursuit of specified remedies in the event of a default or breach hereunder), such rights and privileges shall be of no further force or effect after expiration of the Development Period, notwithstanding any provision of this Declaration to the contrary.

11. Director. "Director" shall mean and refer to a director of the Board.
12. DRC. "DRC" shall mean and refer to the Design Review Committee.
13. Easement Area. "Easement Area" shall mean the real property described as an easement (or similar land servitude) on any plat, plats or maps filed or to be filed for record by the Developer with respect to any part of the Property, and any real property from time to time (by recorded instrument) reserved for the easement purposes set forth in such instruments by Developer. Without limiting the generality of the foregoing, the "Landscape Buffet" hereinafter described shall be an Easement Area.
14. Landscape Buffer. "Landscape Buffer" shall mean:
    a) the east twenty-five feet (25') of Lots 7 through 31, inclusive, Parkway Village First Plat; and
    b) the north fifteen feet (15') of Lots 1 through 6, inclusive, and the north fifteen feet (15') of Lots 86 through 90, inclusive, Parkway Village First Plat.

    Association shall have the exclusive right and easement to plant, re-plant, irrigate and maintain the Landscape Buffer with trees and other landscaping features, as determined by the Association. The Owner of any Lot upon which any part of the Landscape Buffer is situated shall not interfere in any way with the trees and other landscaping features placed in the Landscape Buffer by Association (or Developer).
15. Lot. "Lot" shall mean and refer to any plot or parcel of land, constituting part of the Property, owned by Developer or described in a Deed granted from or by the Developer or any subsequent Owner, which Deed has been recorded in the Recorder of Deeds Office for Clay County, Missouri (but not including Common Property), together with all improvements thereon.
16. Member. "Member" shall mean and refer to every person or entity holding membership in the Association, as provided herein
17. Nonassessable Property. "Nonassessable Property" shall mean and refer to all land designated as Common Property (except the Landscape Buffer), all portions of the Property owned by the Association, and all portions of the Property (whether or not platted) owned by Developer (or New Developer) before initial sale and conveyance to a third person or entity.
18. Owner. "Owner" shall mean and refer to any person or entity holding record title to the fee interest of any Lot. "Owner" shall include a contract for deed seller, but shall exclude a person having an interest merely as security for the performance of an obligation.
19. Plat. "Plat" shall mean and refer to a final subdivision plat filed and recorded with respect to or encompassing all or part of the Property.
20. Project. "Project" shall mean and refer to the development occurring at the Property which may sometimes be known as "Parkway Village".
21. Property. "Property" shall mean and refer to that certain real property described more particularly in Exhibit "A" attached hereto and made a part hereof, together with such Annexation Property (hereinafter defined) as the Developer, at its option but without obligation, shall make subject to this Declaration pursuant hereto.
22. Restriction. "Restriction" shall mean and refer to any covenant, agreement, restriction, easement, charge, assessment, lien or other obligation created or imposed by this Declaration.
23. Structure. "Structure" shall mean and refer to:

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a) Any thing or object, house, building, trees and landscaping (the placement, size, shape, color, height and quality of which upon any Lot may affect, in the opinion of the DRC, the appearance of such Lot) including by way of illustration and not limitation, any wall, fence, hedge, sign, single family residence, appurtenance, or any temporary or permanent improvement to such Lot; and

b) Any excavation, fill, ditch, diversion dam, retention basin or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, was or drainage channel from, upon or across any Lot; and

c) Any change in the grade of any Lot of more than six (6) inches.

Article II
The Association

1. Powers and Duties of the Association. The Association is organized to operate for the promotion of the common good and general welfare of the Owners and consistent therewith, to acquire, own, improve, maintain, preserve, convey and control the Common Property, to administer and to enforce all covenants, restrictions, easements and charges contained in the Declaration and all liens created herein, and otherwise to promote the health, safety and general welfare of the people of said Project, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers (but not intended as affirmative obligations unless so stated) of the Association, including by way of illustration and not obligation, unless so stated, or limitation:

a) Assessments. The Board may levy Assessments on the Owners of Assessable Property (but not the Owners of Nonassessable Property) and enforce payment of such Assessments, all in accordance with the provisions of this Declaration.

b) Right of Enforcement. The Board shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of the Developer or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory or prohibitive injunction or otherwise, all of the provisions hereof or to pursue any right, remedy or damages set forth in this Declaration.

c) Programs. The Board may plan and implement community programs and conduct Association programs on or in Common Property.

d) Common Property. The Board may plan, design, acquire, improve, construct on, lease and equip the Common Property with, by way of example and not limitation or affirmative obligation, parks and other open space, trees, flowers, landscaping berms, other landscaped areas such as islands and medians, monument signs for the Project or any part thereof, fountains, benches, shelters, public sculpture, pedestrian pathways, ornamental walls, lighting systems for such pathways, decorative street and pathway lighting, bridges or underpasses for such pathways, retention basins, lakes, pools, swimming pools, tennis courts, office space, storage and maintenance buildings, garages and other buildings and facilities deemed necessary or desirable by the Board (collectively, the "Common Property Improvements" which may also be referred to herein as the Common Property). The Board may maintain, repair and replace the Common Property Improvements, all as shall be determined to be necessary by the Board. The Board may convey and dedicate, to the City (in which the Common Property is located) and to the use and enjoyment of the general public, any of the Common Property, subject to the approval of, and the appropriate acceptance by, said City and the Developer.

e) Easements and Rights-of-Way. The Board may grant and convey easements and rights-of-way in, on, over or under the Common Property for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (i) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting,

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heating, power, telephone, community television, radio and audio antenna facilities and other purposes, (ii) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (iii) any similar public or quasi-public improvements or facilities as may be considered necessary for the common good of said Project.

f) Employment of Agents. The Board may employ the services of any person or corporation as manager (herein, "Manager"), together with other employees (as may be directed and delegated by the Board), to manage, conduct, and perform the business, obligations and duties of the Association and may enter into contracts for such purpose.

g) Insurance. The Board may obtain and keep in force such policies of insurance and surety bonds, as are necessary to adequately insure and protect the Common Property and the operations thereon and of the Association as deemed by the Board to be necessary and appropriate.

h) Management of Improvements. The Board may manage and control, for its Members, all improvements within public rights of way and on the Common Property, provided that such management and control of such public right of way improvements shall at all times be subject to control and management by the City, the appropriate county and the State of Missouri.

i) Landscape Maintenance. The Board may care for, spray, trim, protect, provide irrigation for, and replant, trees (if any) on or adjacent to all streets, and on islands located therein, on the Common Property (including the Landscape Buffer) and on any Lot, if necessary (as determined by the Board); and shall care for, irrigate, protect and replant any shrubbery, re-sow any grass and replace any sod on the Common Property, where the maintenance thereof is for the welfare and benefit of the Owners in the sole judgment of the Board.

j) Maintenance of Vacant Property. The Board may mow, care for, maintain, and remove rubbish from vacant or unimproved Property and do any other things necessary or desirable in the judgment of the Board to keep any vacant and unimproved Property, and the parking in front of any part of the Property, neat in appearance and in good order.

k) Street Lighting. The Board may provide such lights as the Board may deem advisable on streets and sidewalks and on other Common Property (after first obtaining any required permits and approval from the City to the extent such lighting is to be located on a public right of way and after first obtaining the written approval of the Developer).

l) Snow Removal and Street Cleaning. The Board may provide for the removal of snow from sidewalks and streets and the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for repair and maintenance of sewers, storm sewers and appurtenant drainage facilities, to the extent not prohibited by the City.

m) Signs. The Board may erect and maintain signs (including one or more monument signs identifying the Project), other than street signs which are within the exclusive control of the City, after such signs are approved in writing by the Developer (which approval may be withheld or conditioned in Developer's sole and absolute discretion).

n) Security Protection. The Board may employ duly qualified officers for the purpose of providing such security protection as the Board may deem necessary or desirable in addition to the protection rendered by public authorities.

o) Acquisition of Real Estate. The Board may acquire and own title to such real estate as may be reasonably necessary to carry out the purpose of the Association and promote the health, safety, and welfare of Owners; pay taxes on real estate and facilities owned by it; and pay such taxes as may be assessed against the Common Property.

2. Membership in the Association.

a) Each Owner (notwithstanding the number of Lots owned) shall become a Member of the Association upon acquisition of a Lot (and shall remain so during such ownership) and such Owner shall specify in writing to the Board the name or names of the individual(s)

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who hold the Association membership and have the right to vote on behalf of such Member. In the absence of such written specification to the Board, Assessments shall be charged against the Lot and Owner thereof, but the Owner shall have no right to vote the Membership. Furthermore:

i) If the sole Owner of a Lot is a natural person, only that person may be the Member.

ii) If the Owner of a Lot is or includes more than one natural person (such as a husband and wife), the Member may only be an individual who is one of those natural persons.

iii) If the Owner of a Lot is an artificial entity (such as a corporation, trust, limited liability company, limited partnership, limited liability partnership, general partnership, or the like), such artificial entity shall be the Member but the person who may vote on behalf of such Member must be duly authorized to do so by such artificial entity (and such artificial entity must provide the Board with such proof of due authorization, as the Board may require in its sole discretion, before such Member may vote).

iv) Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership between one or more individuals and/or artificial entities, the joint or common Owners thereof shall share the rights (including voting rights) given to an Owner pursuant to this Declaration which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly and unanimously determine (but if they cannot agree upon how their vote shall be cast, such Member shall not be entitled to vote on the issue(s) upon which the disagreement exists). It shall be rebuttably presumed that any person or entity who is a joint or common Owner and who appears at a meeting for the purpose of voting for the Owner on a proposition shall have the right to vote that Membership unless at (or within 30 days before) such meeting, the Board is advised in writing by another co-owner that such person attempting to vote does not have the concurrence of his or her other co-owners.

b) Each membership shall be entitled to one (1) vote for each Lot owned within the Property, ***provided however***, until the end of the Development period, Developer shall be entitled to ten (10) votes for each Lot owned within the Property notwithstanding that Developer's Lots shall not be subject to payment of Assessments.

i) Subject to the provisions of this Declaration, once a Member has been identified as an Owner, a successor Member may only be specified as such Owner upon at least thirty (30) days' prior notice to the Board.

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

iii) Subject to the provisions of this Declaration and the Association's By-Laws, the Board may make, amend or rescind such rules and regulations as it deems advisable for any meeting of Members, Association vote, referendum or election.

3. Board of Directors (Board).

a) The powers of the Association shall be vested in, exercised by, and under the authority of, and the affairs of the Association shall be controlled by, a Board of Directors consisting of three (3) persons who, during the Development Period need not be Members but, after the Development Period, shall be Members. The Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to

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the Association. Whensoever any provision of this Declaration requires or permits the "Association" to do or perform an act, such action shall be taken and authorized by the Board, without the necessity of first securing the consent of the Members (unless this Declaration specifically requires the performance of a specific act to be first approved by Members at a special or annual meeting)

b) Directors shall be elected annually by the Members (cumulative voting for same shall be permitted), shall be elected for one (1) year terms of office, and shall serve thereafter until their successors are elected and qualified.

4. Suspension of Membership and Rights of Enjoyment. The Board may suspend the voting rights of Members (other than voting rights of Developer) and the rights of Members (other than Developer) who are entitled to enjoyment or use of the Common Property and the services offered thereon who:

a) Are in default or breach of any provision hereof; or

b) Have allowed any Assessment levied by the Association pursuant to this Declaration to become delinquent; or

c) Have failed to pay any User Fee or charge levied by the Association when due and payable; or

d) Have violated any rules and regulations adopted by the Board governing the use and enjoyment of the Common Property or services thereon.

5. Termination of Membership. No Owner (other than Developer) shall continue to be a Member after he ceases to hold a qualifying interest in any Lot. No Member may avoid his obligations under this Declaration by declining to use Common Property, abandoning his Lot, or by any other act of abandonment or renunciation.

6. Notice of Meetings and Referendums. Proper notice shall be given by the Board of all meetings of the Board at least thirty (30) days prior to the meeting date; and of all meetings of the Association Members, public hearings or referendums at least thirty (30) days prior to the hearing or referendum. The methods and procedures of such notice shall be determined by the Board in accordance with the By-Laws of the Association.

7. Limitation of Liability. Neither Developer nor any member of the Board, officer of the Association, or member of any committee of the Association (whether such committee is specifically described in this Declaration or hereafter created by the Association) shall be personally liable to any Owner, Member 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 Developer or such Board, officer of the Association, committee member, or any other representative or employee of the Association or of Developer, provided that such person has, upon the basis of such information as may be possessed by him, acted in subjective good faith, without willful or intentional misconduct.

8. **Acknowledgment of Developer's Control of the Association. All persons or entities who are now or hereafter subject to this Declaration shall be deemed to acknowledge and understand that Developer retains significant voting control over the Association (and the election of the Board of Directors) due to the fact that Developer is entitled to cast ten (10) votes for each Lot owned.**

Article III

Imposition of Assessments and Liens Upon Property

1. Covenants for Assessments and Creation of Liens. Each Owner of Assessable Property, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a Deed or other conveyance for any Lot which is then Assessable Property, whether or not the covenants contained herein shall be expressed in any such Deed or other conveyance, hereby covenants and agrees that:

a) He will pay to the Association all Assessments (as previously defined to include Annual Assessments, Special Assessments, User Fees and all other charges levied specifically

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against particular Owners and their Lots pursuant hereto) which may or shall be levied by the Board against Assessable Property owned by him in each year or any part thereof;

b) He shall be personally liable for all such Assessments which become due while he is the Owner of each Lot being assessed;

c) All Assessments, together with the continuing obligation to pay Assessments assessed, levied or charged in all future years, together with all costs, expenses, interest and reasonable attorneys fees incurred in the collection of delinquencies, shall become, upon the filing of this Declaration, and remain a charge against and be secured by a continuing lien upon the Assessable Property of such Owner (which lien shall be imposed and enforced in accordance with Article X hereof); and

d) Said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, excepting only:

i) Purchase money mortgages or deeds of trust given to finance the purchase of the Lot subject to the mortgage or deed of trust or to finance initial construction of improvements on the Lot subject to the mortgage or deed of trust; provided, however, that this subordination to such mortgages shall apply only to assessments which have become due and payable prior to a sale or transfer of any Lot on account of the foreclosure of any such mortgage or on account of any other proceeding in lieu of foreclosure; such a sale or transfer at foreclosure or in lieu of foreclosure shall not release such Lot from the lien of or relieve the new Owner, his successors and assigns from liability for any Assessments thereafter becoming due; and

ii) Such liens for taxes or other public charges as are made superior by applicable law; provided, however, that this subordination to such liens shall apply only to Assessments which have become due and payable prior to a sale or transfer of any Lot on account of the foreclosure of any such tax/public charge lien or on account of any other proceeding in lieu of such foreclosure; such sale or transfer at foreclosure or in lieu of foreclosure shall not release such Lot from the lien of or relieve the new Owner, his successors and assigns from any liability for any Assessments thereafter becoming due.

Nothing contained in this Section shall be construed so as to constrain or impair the right of the Association to receive payment of surplus funds realized from a foreclosure sale, to the extent of any funds remaining after satisfaction of said prior liens.

2. Rate of Assessment.

a) For the purpose of providing funds for the uses specified in this Declaration, the Board shall annually assess against the Assessable Property (but not the Nonassessable Property), beginning with the year in which any Common Property is first transferred to the Association, a charge (referred to herein as "Annual Assessment"), which shall be uniform as to each Lot which constitutes Assessable Property. The first Annual Assessment, however, shall not be less than $150.00 per Lot of Assessable Property.

b) Each year, the Board shall endeavor to prepare and approve an annual cash budget projecting anticipated revenues, cash receipts, cash expenditures, and net cash, surplus or deficit for the ensuing fiscal year (the "Association Budget"). The fiscal year for the Association shall be the calendar year. Before approval of any Association Budget, however, the Board may (but shall not be required to) call a special meeting of the Members for the purpose of seeking input on same. Upon approval of any Association Budget by the Board, the Board shall set and levy the rate of Annual Assessment for the ensuing fiscal year, provided however, the Board may not increase the rate of Annual Assessment by more than twenty-five percent (25%) over the previous year's Annual

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Assessment unless first approved at a special meeting of the Members (majority vote of a quorum at such Member's meeting prevails) called for such sole and exclusive purpose. Notwithstanding the foregoing, until the end of the Development Period, the Board may increase the rate of Annual Assessment by more than twenty-five percent (25%) over the previous year's Annual Assessment without approval by the Members.

3. Billing of Annual Assessments. As soon as practicable after the Board shall establish the levy for Annual Assessment (which shall be payable in advance, rather than in arrears, with respect to each fiscal year), the Board shall send a written bill to each Owner stating the amount of the Annual Assessment imposed against each Lot which is Assessable Property owned by the Owner. Each Annual Assessment shall be due and payable not later than thirty (30) days after a bill for same is sent to the Owner at such Owner's last known address. Such billings, when so sent, shall be deemed "notices" within the meaning of this Declaration (and specifically the portions hereof which govern the method and effect of giving notices).

4. Commencement of Assessments. Each Lot constituting Assessable Property shall become subject to the Annual Assessment on the first day of the fiscal quarter following the month in which each Lot becomes Assessable Property. Such Annual Assessment shall be adjusted and prorated according to the number of full or partial quarters remaining in the fiscal year of the Association.

5. Late Payments.
   a) Interest shall accrue on unpaid Assessments (which are delinquent) at a rate of 10% per annum from the delinquency date until paid.
   b) In the event that an Owner shall fail to fully pay the Annual Assessment by the due date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Board shall have the right, pursuant to the provisions of this Declaration (including, without limitation, Article X), to enforce the lien for the Annual Assessment as set forth in this Declaration. The Board shall have the right and duty to take all appropriate actions and steps to collect any such unpaid Annual Assessment. Each delinquency shall constitute a separate basis for a demand of claim of lien or liens, but any number of defaults may be included within a single demand or claim of lien or liens on account of prior delinquencies and shall be deemed to include subsequent delinquencies and amounts due on account thereof. The Board may institute a suit to recover a money judgment for the same, together with interest thereon and reasonable expenses of collection, including attorney's fees, without waiving its right to establish and cause foreclosure of its lien hereinbefore or hereafter provided.

6. Certificate of Payment. Upon written demand by an Owner, the Board shall issue and furnish to such Owner, within a reasonable period of time, a written certificate stating that all Assessments, including interest and costs (if any), have been paid with respect to any specific Lot owned by said Owner as of the date of such certificate, or if all Assessments have not been paid, setting forth the amount then due and payable. The Board may make a reasonable charge for the issuance of any such certificate, not to exceed $25.00. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or encumbrancer of the Lot in question.

7. User Fees and Special Charges.
   a) In addition to the Annual Assessment, the Board may levy and collect charges and fees from all Owners for the use of Common Property for the purpose of maintaining, refurbishing, replacing and repairing the Common Property and the Common Property Improvements, and operating services on Common Property.
   b) In establishing user fees and special charges, the Board may formulate reasonable classifications of users. Fees and charges shall be uniform within each classification, but need not be uniform from classification to classification.
   c) If any Owner shall fail to pay any user fee or charge when due and payable, the Board may immediately suspend such Owner's right of enjoyment of the Common Property or

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services thereon and may take whatever action it deems necessary to enforce such suspension.

d) Such User Fees and Special Charges may be collected (and payment of same be enforced) in the same manner as set forth herein for the collection of Annual Assessments.

e) Any Lots or property owned by Developer shall not be subject to User Fees and Special Charges.

8. Special Assessments.

a) In addition to the Annual Assessments, User Fees and Special Charges authorized by this Article, the Board may levy in any year a Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of Common Property Improvement including any capital improvement upon the Common Property, or the cost of any utility deemed necessary by the Board to serve the Property including the necessary fixtures and personal property related thereto, or any unexpected cost or expense of the Association, as the Board may determine.

b) Special Assessment shall become effective upon written notice by the Board to the Owners and shall be due and payable within 30 days after such written notice is sent to such Owners' last known addresses. Such Special Assessments may be collected (and payment of same be enforced) in the same manner as set forth herein for the collection of Annual Assessments.

c) After expiration of the Development Period, Special Assessments exceeding Five Hundred Dollars ($500.00) for any Lot in any fiscal year shall not be imposed by the Board unless first approved at a special meeting of the Members (majority vote of a quorum at such Member's meeting prevails) called for such sole and exclusive purpose. Notwithstanding the foregoing, until the end of the Development Period, the Board may levy a Special Assessment of more than $500.00 in any fiscal year without approval by the Members.

d) Any Lots or property owned by Developer shall not be subject to Special Assessments.

9. Additional Procedures. The Board shall have the right to adopt procedures for the purpose of making the Assessments, user fees and charges provided for herein and for the billing and collection of the same, provided that such procedures are not inconsistent with the provisions hereof.

Article IV
Use of Funds

1. Purposes for which Funds May Be Used. The Board shall apply all funds received by it pursuant to this Declaration and all other funds and property received by the Association, including the proceeds of loans and accumulated funds referred to in this Declaration, to the following:

a) The operating costs and expenses of the Association, including planning and implementation of the community programs;

b) The planning, design, acquisition, improvement, construction, maintenance and equipping of Common Property Improvements;

c) Association programs and services conducted on or in the Common Property;

d) The payment of all principal and interest when due on all loans made to the Association;

e) The payment of all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association;

f) The payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Board to be necessary and appropriate, including but not limited to workers' compensation insurance, to the extent necessary to comply with any applicable law and then-current insurance practices, and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary, appropriate or required to carry out the Association functions or to insure the Association against any loss from malfeasance or

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dishonesty of any employee or other person charged with the management or possession of any Association funds or property; and

g) The repair, improvements, construction, operation or extension of any utility servicing the Property or any utility deemed reasonably necessary by the Board to service the Property; and

h) Such other expenses and charges as are determined by the Board, in its subjective good faith discretion, to be reasonably incidental to maintenance of the Association and the Common Property as herein provided.

2. Handling of Funds. In order to secure the repayment of any and all sums borrowed by it from time to time, the Board is hereby granted the right and power:

a) To assign and pledge revenues received and to be received by it under any provision of this Declaration, including, but not limited to, the proceeds of the Assessments payable hereunder; and

b) To enter its agreements with lenders with respect to the collection and disbursements of funds, including, but not limited to, agreement wherein the Board covenants:

i) To assess the Assessments on a given day in each year as herein provided;

ii) To establish sinking funds or other security deposits, or both;

iii) To apply funds received by the Association to the payment of all principal and interest when due on such loans or to apply the same to such purpose after providing for costs of collection;

iv) To establish such procedures as may be required by such lenders, but not inconsistent with the Declaration;

v) To provide for the custody and safeguarding of all funds by the Association; and

vi) To negotiate and arrange the amount, terms and rate or rates of all borrowing and the provisions of all agreement with lenders.

3. Accumulation of Funds Permitted. The Board shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments, User Fees, Special Charges, Special Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Board be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing sinking or other similar funds for the replacement of Common Property.

4. Posting of Bond. The Association, acting through the Board, may require that persons or entities who handle the Association funds or monies (which funds and monies may be deposited in federally insured banks or savings and loans) post surety bonds sufficient in amount to indemnify the Association from any loss.

5. Mortgaging of Common Property. Except as set forth in this section, and subject to the approval of any holder of an existing lien on the Common Property (the "Development Loan Lien"), the Board may mortgage any Common Property to which it has clear title.

Article V
Common Property

1. Use of Common Property.

a) Every Owner of Assessable and Nonassessable Property, by reason of such ownership, shall have a non-exclusive right and easement of enjoyment in and to all Common Property (except the Landscape Buffer), and such easement shall be appurtenant to and shall pass with every Lot upon transfer (subject to limitation, divestment and suspension as herein provided). All tenants of Owners shall have a nontransferable privilege to use and enjoy all Common Property (except the Landscape Buffer) for so long as they are a tenant.

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

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i) Establish, adopt, promulgate, amend and rescind reasonable rules and regulations pertaining to the use, operation and maintenance of Common Property which shall enhance the preservation of such facilities, promote the safety and convenience of the users thereof, and which shall serve to promote the best interests of the Members of the Association;

ii) Determine the use or uses to which Common Property may be put;

iii) Determine which, if any, Common Property may be used and enjoyed by, or conveyed or dedicated to the general public or a federal, state or local government body;

iv) Levy Assessments, User Fees and other charges pursuant to this Declaration and to charge reasonable admissions or other charges or fees for the use of any recreational facility;

v) Borrow money for the purpose of acquiring, developing or improving any Common Property including improvements thereon, and in aid thereof to mortgage the same, provided that the rights of any such mortgagee shall be subordinate to the rights, easements and privileges herein granted and assured;

vi) Apply for, accept and expend loans or grants from federal, state or local governments and to comply with any conditions required by such governments in order to obtain such loans or grants including conditions relating to the use and enjoyment of Common Property by the general public.

2. Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of their tenants, contractors, subcontractors, builders, material suppliers, licensees, agents or invitees, such Owner does hereby authorize the Board to repair such damaged areas. The Board shall repair such damaged area in a good and 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 at the discretion of the Association. The amount necessary (and actually expended) for such repairs shall be a Special Assessment upon the Lot of said Owner and shall be enforceable as Special Assessment are to be enforced. The cost of repair shall also constitute a lien on that Owner's Lot or Lots upon compliance with the provisions of this Declaration relating to imposition of liens (including Article X).

3. Maintenance of Common Property. The Board shall endeavor to maintain the Common Property according to at least the same standard of maintenance required of Owners.

4. Suspension of Rights. The Board shall have the right to suspend the right or privilege of any Member (other than the Developer) for any period during which any Assessments remain delinquent, and may suspend said right or privilege in connection with the enforcement of any rules and regulations relating to Common Property in accordance with the provisions of this Declaration. Notwithstanding any provision of this Declaration to the contrary, the suspension of such rights and privileges as aforesaid shall not affect, diminish or reduce such Member's liability for Assessments and other charges then and thereafter levied with respect to such Member's Lot or Lots.

Article VI

Design Review Committee

1. Purpose, Powers and Duties of Design Review Committee ("DRC"). The purpose of the DRC is to assure that all proposed uses and any construction or alteration of any Structure which takes place on any Lot or any other property affected by the Declaration shall be performed in conformity with these covenants and restrictions and any then applicable "Design Standards and Procedures for Single Family Construction" (hereinafter described) at the Property. To carry out that purpose, the DRC shall have all rights, powers and duties conferred upon it pursuant to the terms of this Declaration.

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2. Composition and Appointment. The DRC shall consist of three members. **Until the Development Period shall end, the three members of the DRC shall be appointed (and successively removed, if Developer deems same necessary) by the Developer** (unless Developer shall elect to relinquish such right, in writing, to appoint any or all of said members) and, thereafter, shall be appointed by the Board (and, from and after such time, one member shall be an Owner, one member shall be a member of the Board, and one member shall be of a profession related to community design and residential development including but not limited to architecture, landscape architecture, engineering and environmental design).

3. Operation of the DRC.
   a) Meetings. The DRC shall endeavor to hold regular meetings once every six months or more often as determined by the members of the DRC. Regular and special meetings of the DRC shall be held at such time and at such places as the members of the DRC shall specify. During the period that the Developer appoints the DRC, all meetings shall take place as often as is reasonably necessary to conduct its business. At least two members of the DRC must be present for the transaction of business (i.e., a quorum) and the DRC shall maintain a written record of votes and minutes of each of its meetings.
   b) Activities. The DRC may adopt and promulgate Design Standards and Procedures for Single Family Construction as provided in Section 5 hereof and will make findings, determinations, rulings and orders with respect to the conformity with the Design Standards and Procedures of any plans and specifications submitted to the DRC for approval. As required, the DRC shall issue permits, authorizations or approvals pursuant to the directions and authorizations contained herein.

4. Design Standards and Procedures for Single Family Residential Construction.
   a) The DRC may adopt and enforce original and supplemental Design Standards and Procedures for Single Family Residential Construction for the purposes of governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions of this Article; governing the procedures for such submission of plans and specifications; and establishing policies, requirements, standard restrictions and specifications with respect to the approval and disapproval of proposed uses with respect to construction or alteration of any Structure on any Lot, Easement Area or Common Area.
   b) The DRC shall make a published copy of any current Design Standards and Procedures for Single Family Residential Structures readily available to Members, prospective Members of the Association, and to builders.

5. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed or moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearances thereof, nor shall any new use be commenced, unless plans and specifications (including a description of any new use) thereof have been submitted to and approved in writing by the DRC.

6. Approval of Plans and Specifications.
   a) Permanent Record. Upon approval by the DRC of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited as a permanent record with the DRC and a copy of such plans and specifications bearing such approval in writing shall be returned to the applicant submitting same.
   b) Effect of Approval. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the DRC's rights, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications related to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications as approved, and any conditions attached to any such

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approval. The DRC, in its discretion, is permitted to approve deviations from any Design Standards and Procedures and from this Declaration when, in its judgment, such deviations will result in a more commonly beneficial use. Such approval, however, must be in writing. Whensoever the DRC approves and grants a deviation from this Declaration, such approved deviation shall for all purposes amend this declaration but only to the limited extent of such specifically approved deviation as to a particular Lot.

7. Disapproval of Plans and Specifications.

a) Right of Disapproval. The DRC shall have the right to disapprove any plans and specifications submitted hereunder for reasons which include, but are not limited to, the following:

i) The failure to include information in such plans and specifications as may have been reasonably requested by the DRC;

ii) The failure of such plans and specifications to comply with this Declaration or any Design Standards and Procedures;

iii) Objection to the exterior design, appearance or materials used for any Structure;

iv) Incompatibility of any proposed Structure with existing Structures or uses upon other Lots in the Property;

v) Objection to the site plan of any Lot on grounds of incompatibility with other Lots in the Property;

vi) Objection to the grading plan for any Lot;

vii) Objection to the color scheme, finish, proportions, style or architecture, height, bulk, safety or appropriateness of any proposed Structure;

viii) Failure to satisfy minimum floor area requirements;

ix) Objection to parking areas proposed for any Lot based upon incompatibility with proposed uses and Structures on a Lot, insufficiency of size of the parking area in relation to the proposed use and undesirable alteration of the flow of water over or through any Lot;

x) Any matter not included in any Design Standards and Procedures if such matter, in the sole discretion and judgment of the DRC, would lower the value of or otherwise damage the Property;

xi) Any other matter which, upon the sole judgment of the DRC, would render a proposed Structure inharmonious with any Design Standards and Procedures for the Property.

b) Statement of Basis for Disapproval. In any case in which the DRC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such approval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the DRC shall, if requested, make reasonable efforts to assist and advice the applicant in order that an acceptable proposal may be prepared and re-submitted for approval.

c) Broad DRC Discretion. The DRC shall have broad discretion in approval and disapproval of plans and specifications. Accordingly, so as to minimize misunderstandings which might otherwise develop between Owners and the DRC, Owners are encouraged (although not required) to first seek approval by the DRC of their plans and specifications before acquisition of a Lot.

8. Failure to Act. In the event the DRC shall fail to take action on any plans or specifications within sixty (60) days after presentation to the DRC, the same shall be deemed to have been approved as submitted, and no further action by the DRC shall be required for the applicant to begin construction. In order to invoke the provisions of this Section, however, a member of the DRC must give applicant a signed and dated statement acknowledging receipt of plans and specifications so submitted to the DRC.

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9. Inspection Rights. At any reasonable time or times (without notice), any agent of the Association or any member of the DRC shall have an irrevocable license to enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Structure thereon is in compliance with the provisions hereof. Neither the Association nor the DRC shall be liable or responsible to any party arising out of the allegation that such entry was wrongful.

10. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the DRC, such violation shall have occurred, the DRC shall notify the Board and the Developer. If the Board or Developer shall agree with the determination of the DRC with respect to the violation, then upon written notice of the violation to the Owner from the Board or Developer, any such Structure so erected, placed, maintained or altered upon any Lot in violation hereof shall be removed or altered so as to extinguish and eliminate such violation. If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of such violation within the time specified in the Board's or Developer's notice to the said Owner, the Board or Developer shall have the right to pursue and enforce their rights and remedies as hereinafter provided and may obtain, without limitation, monetary damages, injunctive relief, reasonable attorney's fees, damages, court costs and reasonable investigative expenses.

11. Certificate of Compliance.

a) Issuance. Upon the completion of construction or alteration of any Structure in accordance with plans and specifications approved by the DRC, the DRC shall (upon written request of the Owner) issue a Certificate of Compliance identifying such Structure (and the Lot upon which the Structure is located) and accompanied by a statement that the Structure was completed in accordance with all applicable rules and regulations of the DRC. A copy of such Certificate of Compliance shall be filed for permanent record with the plans and specifications on file with the DRC. Any such Certificate of Compliance, however, shall not be deemed a certification that the Structure complies with any governmental rules or regulations.

b) Evidence of Compliance. Any Certificate of Compliance issued in accordance with the provisions of this Article shall be prima facie evidence of the facts therein stated and, as to any purchaser or encumbrancer in good faith and for value as to the Lot, such Certificate of Compliance shall be conclusive evidence that the Structure complies with all requirements of this Article.

12. Non-Discrimination. The DRC shall not discriminate against any applicant requesting approval of plans and specifications because of such applicant's race, color, sex, religion, national origin, family composition or marital status. Furthermore, the DRC, in the exercise of powers granted to it hereunder, shall not take any action which is intended to or does, in effect, discriminate against persons of a particular race, color, sex, religion, national origin, family composition or marital status.

13. Limitation of Liability. Neither Developer nor the DRC nor any member thereof shall be personally liable to any Owner, Member 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 Developer or the DRC (or any member thereof), provided that such person has, upon the basis of such information as may be possessed by him, acted in subjective good faith, without willful or intentional misconduct.

14. General Construction Rules. Without limiting the power of the Developer, Board and DRC to promulgate other and additional rules and regulations governing construction on Lots, the following minimal rules and regulations (which may be enforced by either the Board, the owner of any other Lot, the Developer or the DRC) shall govern all construction, repair and maintenance on any of the Lots (***and each Owner shall be strictly liable for violations of the provisions of this***

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***Article by their contractors, builders, agents, servants, employees, invitees, subcontractors and materialmen providing labor and/or material to the Owner's Lot*):**

a) Commencement of construction on a Lot shall start within thirty (30) days following the recording of the deed from the Developer to the purchaser. Construction shall proceed in a timely and orderly manner to a prompt completion.

b) No Lot is to be cleared nor shall construction commence on any Lot until a building permit therefore is granted, the Lot closing has taken place and the DRC has approved the plans and specifications for such construction.

c) No dumping or open burning of construction materials, waste or trash shall occur on any Lot.

d) Loud music will not be permitted on any construction site.

e) No construction signs are permitted identifying any mortgage lender, contractor, subcontractor or supplier.

f) Erosion control shall be provided on all Lots by the Owners. The DRC may, at its sole discretion, require the Owner to place erosion control materials such as straw bales or silt fencing on any portion of a Lot that appears to be in an erodible condition due to construction activities. Erosion control must be maintained until the Lot is fully sodded.

g) Each Owner, at the end of each day during which construction activities are being conducted at such Owner's Lot, shall cause the streets adjoining or near the Property to be cleaned so that they shall be free from dirt, mud and debris deposited thereon during performance of such construction activities by Owner or said Owner's contractors, builders, subcontractors and materialmen.

h) No changes in plans during the construction period will be permitted without prior express written approval of the DRC.

i) No construction work on any Lot shall begin before 7:00 a.m. or continue after 7:00 p.m.

j) Excess excavation materials must be hauled away from the Lot and from the Property.

k) Concrete suppliers and contractors shall clean their equipment only at locations designated by the DRC or Developer for that purpose.

l) Owners (for themselves and their contractors, builders, subcontractors and materialmen) shall cause the clean up of all trash and debris generated by construction on a Lot at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the Property. Owners (for themselves and their contractors, builders, subcontractors and materialmen) will be responsible for removing all construction debris and keeping construction sites in a well-maintained appearance at all times.

Article VII
Easements

1. Reservation of Rights. In respect of the Easement Areas of each Lot and the Common Property, the Developer and the Board reserve the right, power and authority to:

a) Erect, install, construct and maintain wires, lines, conduits and poles and the necessary or proper attachments and appurtenant structures in connection with the transmission of electricity, telephone, fire alarm systems, communication systems, television cables and other utilities and similar facilities;

b) Erect, install, construct and maintain storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public facility, service of function, and appurtenant structures whether above ground or underground;

c) Control slope, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by the Developer or DRC or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

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2. Utilities and Drainage. Developer and Board reserve the right, power and authority to direct and control the installation of facilities, in cooperation with a public authority or any utility company which will install, own, operate and maintain the respective facilities, which utilities and drainage services (as provided for in this Section) shall be installed in and occupy any specific easement. Within any easements, no Structure, planting or other material or improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the directional flow of water through drainage channels within the Easement Areas, or which may change or prevent the intended use of any easement.

3. Non-Exclusive Use. Subject to all of the other Restrictions contained in this Declaration, and subject to the easements and rights thereto pursuant to the Plat, each Owner shall have the right to use the Easement Area of his Lot in any manner not inconsistent with the purposes for which such Easement Area is reserved, and the area within any Easement Area and all improvements within the bounds of such Easement Area shall be maintained continuously by the Owner except for such improvements for which a public authority or utility company is or may become responsible for maintenance.

4. Owner's Cooperation. Notwithstanding anything herein to the contrary, each Owner covenants and agrees that, in cooperation with the Developer and the Board, each Owner shall execute all grants of easements, grants of right-of-way or any other similar grant or conveyance documentation required to be executed by an Owner in order to grant and convey to any public authority or utility company, their assigns or lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove all utility lines, service taps, distribution facilities, valves, regulators and other equipment appurtenant to and necessary for providing any and all of the utility and drainage services as provided for in this Section.

5. Entry. The Developer and Board reserve the right, at all reasonable times and upon reasonable oral or written notice, to enter upon all parts of the Easement Areas of each Lot for any of the purposes for which said easements or right-of-ways are reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry. The Developer or the Board (as the case may be) shall be responsible for leaving each Easement Area in good repair and condition following any work or activity within such Easement Area.

6. Disposition During Development Period. During the Development Period, the Developer may convey an Easement Area to a public authority or utility company where such conveyance is required by the public authority or utility company as a prerequisite to installing the utility facility on the Easement Area or where such conveyance is required by the public authority or utility company as a prerequisite to accepting ownership of the utility facility for operation and maintenance.

7. Landscape Buffer.
   a) The Landscape Buffer shall constitute an Easement Area and, except as provided herein to the contrary, shall also be deemed a Common Area.
   b) Notwithstanding any provision of this Declaration to the contrary:
      i) No fence, erected by an Owner or occupant of a Lot upon which any part of the Landscape Buffer is situated, shall be located within the Landscape Buffer.
      ii) The rear fence line of any back yard fence, erected by an Owner or occupant of a Lot upon which any part of the Landscape Buffer is situated, shall be located on the line of the Landscape Buffer which is closest to the residence located on such Lot (the "back yard" of such Lot, for the purposes of the foregoing provision, shall terminate at the line of the Landscape Buffer which is closest to such residence).
   c) Notwithstanding that Association shall have an exclusive easement to use the Landscape Buffer for the purposes herein stated, it shall not be under any obligation to improve or maintain same (and the Owner of the Lot, encumbered by any part of the Landscape Buffer, shall have the right to maintain same so long as such maintenance is not contrary to

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the exclusive easement rights granted in the Landscape Buffer and so long as such Owner shall not attempt to fence any portion of such Landscape Buffer).

d) Notwithstanding that Association shall have an exclusive easement to use the Landscape Buffer for the purposes herein stated, the Owner of the Lot shall cause the entire Lot (including the portion thereof which is part of the Landscape Buffer) to be constantly covered and included within such Owner's Homeowner's liability insurance policy which shall have policy limits of not less than $100,000.00 combined single limits and which shall name Association and Developer as additional insureds (if Association and/or Developer shall also maintain liability insurance with respect to such Landscape Buffer, Owner's liability insurance shall be deemed "primary" and liability insurance for Association and/or Developer shall be secondary).

Article VIII

General Restrictions and Requirements

1. Maintenance Required by Owner.

a) Each Owner shall keep all portions of his Lots (including Easement Areas, if any, except as otherwise provided herein to the contrary), and all improvements therein or thereon, in good order and repair, including, by way of illustration and not of limitation, the seeding, watering and mowing of any lawns, the pruning and cutting of any trees and shrubbery, the maintenance of any parking areas in a serviceable and attractive condition, and the painting (or other appropriate external care) of all building and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. There is reserved to the Board and the Developer a "maintenance easement" on Property lying between the foundation of any Structure on any Lot and the property line of said Lot to permit the Association, its agents, successors or assigns, at its election, to maintain said Property at any reasonable hour. The Board and the Developer shall have the right, after written notice to the Owner of the affected Lot as hereinafter provided, to remove trash or rubbish and to cut grass, weeds and vegetation and to trim or prune any hedge or other planting that, in the opinion of the Board or Developer, by reason of its location or height of the manner in which it is permitted to grow, is detrimental to adjoining Lots or Property or is unattractive in appearance. The Board or Developer shall further have the right to care for vacant and unimproved Property and to remove grass, weeds and rubbish therefrom and to any and all things necessary or desirable, in the opinion of the Board or Developer, to keep such Property in neat and good order, all at the cost and expense of the Owner. Such cost and expenses incurred by the Board or Developer shall be paid to the Association or Developer (as the case may be) upon demand and the right to receive such costs and expenses so incurred may be enforced by either Association or Developer as provided herein or as provided by law.

b) The Board or Developer (as the case may be) shall give five (5) days' written notice to the Owner in violation of this Restriction, setting forth the specific violation or breach of this Restriction and the action required to be taken by the Owner to remedy such violation or breach; if, at the end of such time, such curative action shall have not been taken by the Owner, the Developer or Board (as the case may be) may pursue its rights and remedies hereinafter provided and shall have such other remedies at law or in equity as may then exist.

2. Land Use and Structure Type.

a) The Property, and all parts thereof, shall be used solely for single family residential purposes and for no other purposes whatsoever, unless specifically provided to the contrary herein.

b) No building shall be erected, altered, placed or permitted to remain on any Lot unless it is an approved Structure (i.e., approved by the DRC) and no previously approved Structure shall be used for any purpose other than that for which it was originally approved.

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c) No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without the written consent of the Developer, DRC and the Board.

d) The Developer hereby reserves the exclusive right to use any of its Property for temporary use as an office or for model home purposes during the Development Period.

e) All exterior surfaces shall be constructed only of such materials as may be approved by the DRC.

f) Any portion of a foundation protruding more than twelve inches above the ground shall be covered with the same type and quality of material which is required to cover the exterior of the Structure. All above ground portions of a foundation not required to be covered shall be painted the same color as the residence. All wood and other non-brick or non-stone exteriors (except roofs) shall be painted or stained with high quality products.

g) All water, gas, electricity, sewer, telephone, cable television and other utilities or services shall be located and run underground on each Lot.

h) All driveways shall be constructed of concrete (no rock, asphalt or gravel driveways will be permitted).

3. Landscape Restrictions.

a) No home on any Lot shall be first occupied unless and until the following conditions are satisfied:

i) The then Owner shall submit to the DRC a written landscape plan setting forth a drawing of the location and type of all landscaping and plantings on the Lot. At a minimum, such landscaping plan must provide for sodding of all front, side and back yards; the location and description of each planting to be made pursuant to the landscape plan; and a written bid (or bids) setting forth the cost of implementing each portion of the landscape plan; and

ii) The DRC shall have approved such landscape plan in writing (which approval may be withheld in the DRC's reasonable discretion); and

iii) The reasonable cost of landscaping pursuant to such approved landscaping plan shall be not less than $1,000.00 (exclusive of the cost of sod, sprinkler systems and fences). The purpose of this requirement is to insure that each Owner makes appropriate plantings of trees, bushes and flowers, and other landscaping improvements, so as to enhance the aesthetics of the Project for the benefit of all Owners; and

iv) All such landscaping as embodied in the landscape plan approved by the DRC, is actually installed and Owner furnishes the DRC with paid receipts for same; and

v) A certificate of occupancy for the residence is issued by the City.

b) No tree or shrubbery shall be maintained in such a manner as to obscure the view of vehicular traffic.

c) The Board or DRC may adopt and promulgate rules and regulations regarding the requirement of planting trees, preservation of trees and other natural resources and wildlife to protect and encourage the preservation of the ecological balance of the Property.

4. Building Locations. No building or other Structure shall be located on or built on any Lot nearer to the front line or nearer to the side street right-of-way line than the minimum set back line shown on a Plat. Furthermore, the exact placement and orientation of any single family residential Structure on a Lot shall be subject to approval of the DRC. No refuse or material, including but not limited to firewood, shall be placed or stored on any Lot within thirty (30) feet of the rear, side or front property line of any Lot, or within any Landscape Buffer situated on such Lot.

5. New Construction. All Structures permitted hereby shall be new construction and no building or Structure (included pre-fabricated Structures) shall be moved onto any Lot.

6. Incomplete Structures. Commencement of construction of a Structure shall not occur until the DRC has approved the final plans and specification for such Structure. No Structure shall be permitted to stand with its exterior in an unfinished condition for a period longer than six (6)

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months after commencement of construction. Extensions for periods beyond six (6) months may be granted by the DRC in its sole discretion. In the event of fire, windstorm or other damage, no Structure shall be permitted to remain in a damaged condition for more than three (3) months. No Structure shall be occupied until completed according to the plans and specifications approved by the DRC.

7. Structures. No temporary building, trailer, tent, garage, barn or other building, whether in the course of construction or otherwise, shall be placed upon any Lot. No detached Structure for purely ornamental purposes may be erected on any part of any Lot without the consent of the DRC, which consent may be withheld or conditioned in the sole and subjective discretion of the DRC.

8. Placement of Signs on Property. No sign, billboard or other advertising device of any nature shall be placed upon any Lot, including property identification signs, except by the Developer and except as may otherwise be provided herein. The DRC may adopt and promulgate rules and regulations relating to signs which may be used within the Property. "For Rent" and "For Sale" signs (not exceeding five (5) square feet in size) shall be permitted to be placed upon any Lot provided that such signs have first been approved by the DRC.

9. Keeping of Animals of Lots. No animals, dogs, cats, cows, horses, swine, goats, sheep, poultry other domesticated farm animals, wild animals, exotic animals, animals requiring special permits from the State of Missouri or the United States of America, or birds shall be kept or maintained on any Lot without the written approval of the DRC, which approval may be withheld in the sole discretion of the DRC, provided however, so long as kept ***inside*** of the residence on the Lot between the hours of 9:00 P.M. and 7:00 A.M. and so long as kept in a sanitary manner, an Owner may keep not more than two (2) of the following animals on the Lot, to wit: domesticated cats, domesticated birds and domesticated dogs, so long as such domesticated cats, domesticated birds and domesticated dogs are kept on a leash at all times or are otherwise contained within such Lot by a good and sufficient fence on such Lot, provided further, at no time shall any Owner keep or harbor, on the Lot, any pit bull or any dog, cat or bird having dangerous or vicious propensities, provided further, no dog, cat or bird shall be kept on any Lot for breeding purposes.

10. Disposition of Trash and Other Debris. No Lot shall be used or maintained as a dumping ground for rubbish. No lumber, metals, bulk materials, refuse or trash shall be kept, stored to allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed one hundred eighty (180) days (commencing from day one of the first delivery of any of such materials) unless extended by the Developer or the DRC in its sole discretion, for any approved Structure, unless such materials are screened from view in a manner approved by the Developer or the DRC. During the course of construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash, leaves, grass or weeds and no accumulation or storage of litter of any kind shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in an manner that they cannot be seen from adjacent and surrounding property. All such containers shall be kept in a clean and sanitary condition. The DRC may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of container permitted and the manner of storage of the same on the Property.

11. Parking of Motor Vehicles, Boats and Trailers.

a) No truck, commercial vehicle, trailer, commercial trailer house, recreational vehicle, all-terrain vehicle, camper, motorcycle, automobile, mobile home, boat or boat trailer shall be brought upon, stored or habitually parked on any Lot or upon any street abutting any Lot except as herein provided to the contrary. This shall not be construed to prohibit: (a) the temporary standing or parking of a truck or commercial vehicle for loading, or unloading

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(not to exceed 3 hours); or (b) the parking of any operational, roadworthy and currently licensed automobile or truck on any driveway on any Lot or in any enclosed garage; or (c) the parking of public service vehicles (such as police cars) on any driveway on any Lot. The Association, with the written approval of the Developer, may (in writing but in its discretion) permit parking in addition to the foregoing.

b) No such vehicle shall be openly stored in any area other than as may be designated by the Developer or the DRC. However, no mechanical maintenance on any vehicle shall be permitted in front of any Lot, Structure or garage, or between any Lot, Structure or garage and an abutting side street, or upon any street abutting any Lot, Structure or garage.

c) While nothing contained herein shall be considered to prohibit the use of the portable or temporary building or trailers as field offices by contractors during actual construction on the Property, the use and appearance of such a building or trailer must be specifically approved by DRC prior to its being moved on site.

12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Lots, nor shall anything be done thereon that may be or become a nuisance or annoyance to any other Owners.

13. Exterior Lighting. No exterior lighting shall be directed outside the boundaries of any Lot but shall be directed so as to avoid glare and excessive light spillage onto abutting or adjacent Property or Lots. Exterior lighting shall consist of concealed sources of illumination and shall maintain lighting levels consistent with the recognized standards of the lighting industry. Exterior lighting shall be from white sources only. Upon notice from the Developer or DRC that an exterior light is objectionable, such Owner shall immediately shield such light in such a manner so that in the opinion of the Developer or the DRC such light is no longer objectionable. If shielding cannot be accomplished to the satisfaction of the Developer or DRC or the light continues to be objectionable, the Developer or DRC may require that such light be removed or replaced with a light that is not objectionable. Notwithstanding the foregoing, temporary, decorative lighting shall be permitted provided that such lighting conforms to the requirements and limitations as may be imposed by the Board.

14. Antennas, Poles and Projections. No facilities, including poles and wires for the transmission of electricity, telephone messages, CATV signals and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas or satellite dishes shall be permitted on any Lot except as hereinafter provided. No solar collectors or wind generators or turbines of any kind or type shall be maintained on any Lot except with the permission of the DRC (which may be withheld or conditioned in the sole and subjective discretion of the DRC). No flag poles, poles, nor standards shall be erected or maintained except with the prior written approval of the DRC, which approval may be withheld in the sole discretion of the DRC.

15. Satellite Receivers and Transmitters. Developer acknowledges the right of telecommunications consumers to receive satellite transmissions in accordance with the Section 207 of the Telecommunications Act of 1996. However, in order to preserve the aesthetics of the Property, Developer hereby directs that satellite receivers and transmitters ("Dishes") shall be located at the following points (listed in descending order of preference):

a) First Choice: If a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to the roof (immediately below and behind the roof ridge line) of the residence at a location so that it cannot be seen from the street running in front of the residence.

b) Second Choice: If the First Choice is not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be attached to rear exterior wall of the residence at a location so that it cannot be seen from the street running in front of the residence.

c) Third Choice: If the First and Second Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal

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reception or transmission, it shall be attached to a side exterior wall of the residence at a location which is least likely to be seen from the street running in front of the residence.

d) Fourth Choice: If the First, Second and Third Choices are not available and if a Dish can be so located, without undue cost to the Owner and without undue diminution of signal reception or transmission, it shall be installed at ground level near the rear property line of the Lot at a location which is least likely to be seen from the street running in front of the residence.

e) Any satellite dish shall not exceed a diameter of one (1) meter. If installed on the roof or walls, the satellite dish shall be painted the same color as the surface upon which it is mounted so long as such painting shall not unreasonably interfere with the reception or transmission of satellite signals. If installed at ground level, the satellite dish shall be screened from view on all sides by shrubbery so long as the shrubbery shall not unreasonably interfere with the reception or transmission of satellite signals. If the first four choices mentioned above are not available for some reason, the Owner of each Lot and the DRC shall reasonably cooperate with each other so that any right of an Owner to receive or transmit satellite signals is harmonized with the preservation of aesthetics at the Property and on each Lot.

f) Any cabling from a satellite dish to the house on a Lot shall either be concealed or shall be of the same color as the immediately adjoining house exterior material.

16. Subsurface Water. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, nor shall any boring, drilling, removal of or exploration for subsurface water be conducted on any Lot, except by or with the permission of the Developer. No individual water supply system shall be permitted on any Lot.

17. Drainage. Drainage from a Lot directly onto an adjoining Lot as a result of any construction activity or any change to the grade of any Lot shall be prohibited and each Owner shall be required to maintain the Lot and to construct and maintain the gutters and downspouts to control such drainage. The final grading on each Lot shall not cause any adverse change (as determined solely by the DRC) to the natural grade of such Lot.

18. Sanitary Sewers. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

19. Air and Water Pollution. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the DRC, which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part hereof, in violation of any regulations of the State of Missouri or any private or public body having jurisdiction. The burning leaves, trash or any debris is specifically prohibited.

20. Mining and Drilling. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, with the sole exception of subsurface water, except for areas specifically designated for such purposes by the Developer and the Board. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other Structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

21. Placement of Pipelines. No water pipe, gas pipe, sewer pipe or drainage pipe or conduit shall be installed or maintained on any Lot above the surface of the ground, other than as may be approved by the DRC, except at the point of connection of such pipe to a Structure and except for hoses used for the watering landscaping items such as trees, shrubs, flowers and grass.

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22. Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. Except as permitted by law for security personnel, the use of or discharge of firearms of any kind whatsoever is prohibited.

23. Laws and Ordinances. Each Owner shall promptly comply with all laws and statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of improvements upon any Lot.

24. "Off Road" Vehicular Traffic. None of the Property, including but not limited to the Common Property, shall be used for motorized vehicular traffic of any nature except as to maintenance vehicles used in the ordinary course of maintaining the Property. Such prohibition extends to vehicles generally referred to and categorized as all terrain vehicles, motorcycles, motorized bikes and all other such motorized vehicles.

25. Roof Materials. All roof shingles on all enclosed structures on any Lot must be 25 year composition shingles having the following colors:
    a) "Driftwood" as manufactured by Owens-Corning; or
    b) "Weathered Wood" as manufactured by TAMCO or GAF; or
    c) Such other color as shall be approved by the DRC in its sole discretion.

26. Windows. All windows installed in any structure on a Lot must either be vinyl, solid wood or solid wood encased or "clad" in either vinyl or metal.

27. Swimming Pools. No above-ground swimming pools shall be permitted on any Lot; rather, any swimming pools must be below the surface of the ground and such swimming pools as well as all appurtenant equipment (e.g., motors, pumps, housings, etc.) must be screened from view in accordance with plans for same submitted to (and approved by) the DRC.

28. Fences. No fences or walls shall be placed on any Lot without approval of the DRC and no approved fence or wall shall be erected or maintained in such a manner as to obstruct the view of vehicular traffic. Furthermore:
    a) No fences of any kind will be permitted in the front or side yards of any Lot.
    b) All fences (if any) must be five feet (5') in height, must be of "shadow box" cedar picket construction (as specified by the DRC), and must be placed on actual property (Lot) lines (except as otherwise provided herein with respect to the Landscape Buffer where the rear fence line must be placed on the boundary of the Landscape Buffer [which is closest to the residence constructed on a Lot] rather than on the rear line of the Lot).
    c) No fences shall be erected until the fence lines for fence location are first surveyed and staked by a licensed surveyor.
    d) Except as otherwise provided herein with respect to the Landscape Buffer, all backyard fences shall encompass the entire backyard, which "backyard" is hereby defined as an area commencing at the back corners of the residential Structure constructed on any Lot, extending perpendicularly to the side Lot lines and then extending along said side Lot lines to the rear Lot line.
    e) Under no circumstances shall any dog pens or any other enclosures be maintained outside of the single family residence located on any Lot.

29. Obstruction of Traffic. No fence, wall, tree, hedge, shrub, planting or Structure shall be erected or maintained in such a manner so as to obstruct site lines for vehicular traffic.

30. No Business Use. No business use shall be made of any Lot or Structure thereon, provided however, limited home occupation shall be permitted subject to the following restrictions and limitations:
    a) Prior to commencement of any business use of any Lot, the Owner shall furnish to the Board a written description of such business use. In the event the Board, in its sole and absolute discretion, deems such business use to be non-detrimental to the residential neighbor of neighborhood, written permission to conduct such business use shall be given to such Owner. Such written permission shall, however, be revocable upon thirty days written notice to the Owner who, at the expiration of such thirty day period, shall cease

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such business use. In no event, however, will permission be granted for wholesale or retail sales from inventory located or exhibited at the premises, rental of equipment or personal property stored or exhibited at the premises, medical or dental or related health care services, or automobile or other vehicle repair services.

b) The business use shall be incidental and subordinate to the principal use of the premises as a single family residence, and not more than 25% of the floor area of any one floor of any Structure shall be utilized for a business occupation.

c) All materials or equipment used in the business shall be stored within the single family residence located on the Lot.

d) No business signs shall be permitted.

e) At least one person occupying such living unit as his or her residence shall be engaged in such home occupation.

f) No equipment shall be utilized that creates a nuisance due to noise or electrical interference.

g) In no event shall fewer than two off-street parking spaces be provided.

31. Laundry Poles. No poles for attaching wires or lines for the purpose of hanging laundry thereupon shall be erected, installed or constructed on any Lot.

32. Gardens. No outside gardens of any type or description shall be permitted.

33. Basketball Goals. No portable basketball goals shall be permitted. Permanent basketball goals may be permitted subject to prior written approval by the DRC as to location, appearance and design. However, no basketball goal shall be located any closer to the front Lot line than the front of any residence situated on a Lot.

34. Trampolines. No outdoor trampolines shall be permitted on any Lot.

35. Playground Structures. No outdoor playground structures shall be permitted to stand outside of the enclosed residence on any Lot unless constructed predominantly of wood and having such "earth-tone" colors as shall be approved by the DRC, in its sole and absolute discretion.

36. Height Limitation. Any residence erected on any Lot shall not be more than two levels in height above ground, provided, a residence of more than two stories in height may be erected on any Lot with the express written consent of the DRC (which consent may be withheld for any or no reason whatsoever).

37. Square Footage Requirements. No single family residence shall be erected on any Lot which contains less than the following minimum square footage areas:

a) For two story homes, not less than 1,400 square feet of enclosed floor area with not less than 700 square feet on the first floor.

b) For one and a half story homes, not less than 1,500 square feet of enclosed floor area with not less than 700 square feet of enclosed floor area on the first floor.

c) For single level (so called "ranch") homes, not less than 1,200 square feet of enclosed floor area.

d) For split entry homes, not less than 1,100 square feet of enclosed floor area.

e) For tri-level homes, not less than 1,400 square feet of enclosed floor area.

f) While all homes erected on any Lot must have a basement, in no event shall any so called underground or "earth contact" homes be permitted. The phrase "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas in basements, garages, carports, porches or attics. However, in its sole discretion, the DRC may include finished lower level living areas situated on hillside Lots as part of the area of the Structure. Notwithstanding the foregoing, a residence containing less than the minimum enclosed floor area provided herein may be erected on any Lot with the recommended approval of the DRC and the Board.

38. Garages. All garages must be fully enclosed and must be attached to the main dwelling house and, unless specifically approved by the DRC (which approval may be withheld in the DRC's sole

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discretion), all said garages must be either front entry or so called "side entry" garages (i.e., no rear entry garages shall be permitted unless the DRC shall determine, in its sole discretion, that front or side entry garages are not feasible on such Lot). All garages must be equipped with doors which shall be kept closed as much as practicable so as to preserve the appearance of Project as a whole. All residences erected on any Lot shall contain not less than two nor more than three garages of sufficient size to accommodate a standard size motor vehicle.

39. Limited Rental Rights. Developer hereby declares that the Lots are principally intended for single family residences which are occupied by the **owners** of such Lots. However, rental and leasing of a Lot to those who are not owners of a Lot shall be permitted subject to the terms, options and limitations stated below:

a) No Lot, or any part thereof, shall be leased, rented, demised or let to any person or entity except pursuant to a written lease signed by the record owner of the Lot (as landlord) and the occupant thereof (as tenant).

b) Copies of any written leases entered into with respect to a Lot, while an owner has had ownership of that Lot, shall be delivered to Developer within 10 days after Developer shall make written demand on the Lot owner for same, from time to time.

c) The record owner of a Lot (or at least one record owner of a Lot, if there are multiple owners) must occupy a Lot as his or her principal residence for at least 300 days out of any 1,000 day period. The record owner of a Lot shall bear the burden of proving to Developer (by such evidence as Developer shall require in its sole discretion) that he or she has so occupied a Lot as his or her principal residence for at least 300 days at of any 1,000 day period.

d) In the event a record owner of a Lot shall breach any provision of Paragraphs a), b) or c) above, then, for a period of 1 year after Developer shall have acquired actual knowledge of such breach, Developer shall have the right to purchase the Lot (with respect to which such breach has occurred) for the same price as it was purchased by the person or entity who owned such Lot as of the time of such breach.

e) The provisions of this Paragraph (and all subparts of this Paragraph) shall become null and void at such time as Developer no longer owns any Lot within the Property. The provisions of this Paragraph (and all subparts of this Paragraph) are for the sole and exclusive benefit of Developer and for no other Lot owner within the Property. Developer may, at its option, waive and release the provisions of this Paragraph from any Lot (without waiving and releasing from all other Lots) so long as such waiver and release is in writing, signed by Developer and recorded in the office of the Clay County Recorder of Deeds.

It is understood that the Developer (as well as the Board and the DRC) shall have the right to enforce the rules and regulations, set forth above in this Article, in the manner provided in Article X hereof.

Article IX
Duration and Amendment

1. Duration. This Declaration and the Restrictions contained herein shall run with, burden and bind the Property, shall inure to the benefit of and shall be enforceable by the Developer (during the Development Period), the Association and any Owner, as well as their respective legal representatives, heirs, successors and assigns until December 31, 2032, after which time the Declaration shall be automatically renewed for successive periods of ten (10) years each unless, prior to the commencement of any such renewal period, an instrument terminating this Declaration and the Restrictions contained herein shall be executed by the proper Association officers and recorded in the appropriate Office of the Recorder of Deeds or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Members, which resolution shall have been approved within six (6) months prior to: December 31, 2032, or the end of any subsequent ten (10) year extension period.

2. Amendment.

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a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording an instrument executed by the proper Association officers as authorized by the Members, in the same manner as termination is effected as provided above, provided however, during the Development Period, no modification, amendment or termination of this Declaration shall be effected unless Developer shall consent to same.

b) Notwithstanding the foregoing, during the Development Period this Declaration can be amended, modified or changed in whole or in part by the Developer (acting alone, without concurrence of the Owners, Association, Board or DRC) in order to: correct deficiencies of this Declaration (as determined to exist by the Developer in Developer's sole discretion); to annex property as provided for herein; to de-annex Property without Association membership approval but with the written consent of Owners located within the boundaries of that Property to be de-annexed (who together with Developer shall execute a release document for recording with the appropriate Office of the Recorder of Deeds); and to provide for the unified and efficient development of the Project on the Property (determined to be necessary in Developer's sole and absolute discretion).

Article X
Enforcement

1. Enforcement Rights Generally.

a) In the event of a violation or breach of any Restriction or covenant contained in this Declaration, the Board may give not less than 5 days' written notice to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions which shall be taken by the Owner to remedy or cure such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within the time limit specified in the written notice, then the Board may pursue its rights or remedies herein provided. The Association, through its agents and employees, shall also have the authority and right to enter at all reasonable times upon any Lot as to which a violation, breach or other condition to be remedied exists, and take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Declaration. All costs and expenses including reasonable attorneys' fees incurred by the Association, or on its behalf, in enforcing rights and remedies provided in this Declaration, shall be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's Lots enforceable pursuant to this Declaration.

b) During the Development Period, the Developer may pursue any right or remedy available to the Association in such cases where, in the sole discretion and judgment of the Developer, the Board has acted unreasonably in electing not to pursue any right or remedy for the enforcement of the provisions of the Declaration. The Developer's pursuit of such right or remedy, however, shall be subject to the following limitations:

i) The Developer shall give written notice to the Board identifying the violation which Developer seeks to correct and the steps Developer will take to remedy the condition; and

ii) The Developer may not commence to exercise said right or remedy less than ten (10) days after giving written notice to the Board.

2. Injunctive Relief and Specific Performance. Nothing contained herein shall be deemed to affect or limit the rights of the Developer, the Association (including the Board), the Members, or the Owners, or any one of them, to enforce any of the terms, covenants or conditions of this Declaration by appropriate judicial proceedings. Any beneficiary (including the Board and

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Developer) hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. In any and all such actions, whether at law or in equity, any such beneficiary hereof who is entitled to relief and who substantially prevails in such enforcement proceeding shall also be entitled to recover all costs and expenses, including reasonable attorneys fees, incurred in enforcing such rights.

3. Enforcement of Liens.

a) The Association shall also have a lien for all and any Assessments as herein defined (as well for the repayment of any other monies for which an Owner may be liable pursuant hereto) and shall have a lien for the cost of exercising the Association's rights and remedies as set forth in this Declaration. The amount which may be recovered by the Association shall include the Assessment, charges or costs, together with the cost of such enforcement proceedings, including reasonable attorney's fees and interest. Suits to recover a money judgment for unpaid Assessments or other charges shall be maintainable without foreclosing or waiving the lien provided for in this Declaration. The lien shall extend to all Lots owned by the Owner against whom the right or remedy is sought.

b) If any demand for payment of claim of lien or liens is not paid when due as provided in this Declaration, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Association against the Lot of the defaulting Owner in the appropriate Office of the Recorder of Deeds. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

i) The name of the delinquent Owner;

ii) The legal description and street address of the Lot against which the claim of lien is made;

iii) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees;

iv) A statement that the claim of lien is made by the Association pursuant to this Declaration; and

v) A statement that a lien is claimed against said Lot in an amount equal to the amount stated; together with all other amounts becoming due from time to time in accordance with this Declaration.

c) Upon such recordation of the duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment or cost was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except as otherwise provided herein to the contrary.

d) Any such lien may be foreclosed by appropriate action at law or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by the laws of Missouri (including, without limitation, common law procedures for establishing and foreclosing equitable liens).

e) The lien provided for herein shall be in favor of the Association and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien.

f) Upon the payment of the debt for which a notice of claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Board shall (upon payment by such Owner of reasonable costs by the Owner of the Lot subject to the lien) cause an officer of the Association to file and record an appropriate release of such claim of lien in the Office of the Recorder of Deeds.

g) No Owner may waive or otherwise avoid liability for the Assessments provided for in this Declaration by non-use of the Common Area, or any part thereof, or any part of the property, or abandonment of his Lot.

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h) Each Owner does hereby waive to the extent legally possible, all rights to notices and defenses to any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, and the benefit of any exception laws of the State of Missouri now in effect, or in effect from time to time hereafter.

4. Liquidated Damages for Developer. In addition to (but not in lieu of) the remedies of Association and Developer as herein provided (including but not limited to the right to receive equitable and injunctive relief), all Owners are deemed to recognize that violations of any portion of the Declaration will, so long as Developer is owner of any portion of the Property (or any constituent Lot thereof), result in damages to Developer which are difficult if not impossible to ascertain at this moment (the parties and their successors in interest to the Property acknowledge that any such violations and breaches of the Declaration will have a negative impact on values of the portions of the Property still owned by Developer at the time of such violations/breaches).

a) Accordingly, if any Owner of any Lot shall violate or breach the Declaration (or ***any*** provision thereof) while Developer is owner of any portion of the Property (or any constituent Lot thereof), and if the violating or breaching owner shall not rectify or cure such violation or breach within two (2) days (the "Cure Period") after Developer shall give such Owner written notice generally describing the violation or breach, then in that event, the violating or breaching Owner shall pay to Developer special ***liquidated damages*** in the amount of $57.00 for each day (or ***any*** part thereof) after the expiration of such Cure Period that the violation or breach shall continue, provided however, the maximum liquidated damages assessable for any single uninterrupted violation or breach shall not in any event exceed $4,300.00, provided further, at such time as Developer is owner of less than 10 lots of the Property, the maximum liquidated damages assessable for any single violation or breach shall not in any event exceed $2,800.00, provided further, at such time as Developer is owner of less than 5 lots of the Property, the maximum liquidated damages assessable for any single violation or breach shall not in any event exceed $1,750.00. The parties expressly agree that the liquidated damages stated above are a reasonable advance estimate of special damages to Developer in the event of a breach or violation of the Declaration and that such liquidated damages are not intended as a penalty.

b) In any action or proceeding instituted by Developer for the recovery of such liquidated damages, the violating or breaching Owner shall also reimburse Developer for Developer's reasonable attorney's fees, expenses, investigative costs and costs of the action therein incurred.

c) Notwithstanding any provision of this section on Liquidated Damages which gives an Owner an opportunity to cure such Owner's default or breach after notice from Developer, if such Owner (including such Owners agents, servants, employees, tenants, invitees, contractors, subcontractors, materialmen and suppliers) shall breach or make default under this Declaration two (2) or more times during the same calendar year and Developer, because of such breaches or defaults of like character, shall give Tenant two (2) written notices of breaches or defaults of like character, a subsequent breach or default of like character during the same calendar year shall constitute an ***Immediate*** default and breach of this Declaration with respect to which Owner shall have no opportunity to cure same prior to Developer's commencement of its action at law to recover Liquidated Damages.

5. No Waiver. The failure of the Developer, the Association, any Owner, his or its respective legal representatives, heirs, successors and assigns to enforce this Declaration shall in no event be considered a waiver of the right to do so thereafter as to similar violation or breach occurring prior or subsequent thereto.

6. Additional Rules. The Board (but, during the Development Period, only with the express written consent of Developer, which consent may be withheld in Developer's sole discretion) may adopt, amend, modify, and promulgate (and thereafter rescind, modify or revoke) other reasonable rules,

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regulations and procedures regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting, amending, modifying, promulgating, rescinding or revoking such rules, regulations and procedures, or in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Board and the Developer shall take into consideration the best interests of the Owners of the Property to the end that the Property shall be preserved and maintained as a Project of high quality, and shall seek to achieve the development of the Property in accordance with the standards and objectives set forth herein.

7. Incorporation of Provisions in Deeds.
   a) Each grantee (including successors and assigns of each grantee), by accepting a Deed, lease or other instrument conveying any interest in any Lot, whether or not such instrument incorporates or refers to this Declaration, covenants for himself or itself, its heirs, successors and assigns to observe, perform and be bound by the Declaration and to incorporate this Declaration by reference in any Deed or other conveyance of all or any portion of his interest in any real property subject hereto.
   b) The Deed, lease or other instrument conveying any interest in any Lot shall be deemed to include the following covenant notwithstanding that such covenant might not be expressed therein:

      "For the benefit of the grantor, Parkway Holdings, LLC (including any successor or new developer), the Parkway Village Homeowners' Association, Inc., and their respective heirs, successors and assigns, the grantee hereunder assumes the obligations of an Owner under the Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens to which the property herein described is subject, and expressly agrees to comply with each provision thereof to the extent such provision applies to him or it."

   This covenant, and any such covenant in any deed to any Lot, may be specifically enforced against the grantor or the grantee, or both. The failure to expressly include such language in a Deed shall not diminish or impair the liens, reservations, rights, obligations and restrictions contained in this Declaration, it being understood and agreed that this Declaration runs with the land (the Property) and shall be binding upon the Property from and after recordation of this Declaration.

8. New Developer (Successor). Anything herein mentioned to the contrary notwithstanding, the Developer may, by written instrument recorded by reference to this instrument, assign its rights as Developer to a third person or entity and, upon such recordation:
   a) All of the Developer's rights, powers, duties and obligations under this Declaration shall pass to the new developer so designated in such recorded instrument ("New Developer").
   b) Neither the New Developer, the Association, the Members, nor the Owners shall assume any liability arising from the Developer's exercise of its rights and powers under this Declaration or its performance of, or failure to perform, its duties and obligations hereunder.

Article XI
Annexation Property

1. Reservation of Right to Annex Property. Developer reserves and shall have the absolute unilateral right to expand the definition of the "Property" to include additional Lots and/or Common Areas and/or other land (herein the "Annexation Property"), any part of which then immediately adjoins any part of the then existing Property or is within a 2 mile radius of any existing boundary of the then existing Property.
2. Method of Annexation. Such expansion may be accomplished by filing one or more Supplemental Declarations setting forth the Lots and other real property, if any, to be included in the expansion, together with any other covenants, conditions, restrictions and easements which may be imposed

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with respect to such Annexation Property. The expansion may be accomplished by one or more successive supplements or in one supplement.

3. Incorporation by Reference. In the event of any such expansion or annexation, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded (and shall be binding on the entire Property, including the Annexation Property).

Article XII
Miscellaneous

1. No Reverter. No Restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.
2. Invalidity. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof, and to the extent that any term, covenant or condition contained in this Declaration is in conflict with any applicable laws, this Declaration shall be deemed to be amended so as to comply with applicable laws.
3. Violation and Nuisance. Any act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Developer, the Board or any Owner of a Lot.
4. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.
5. Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all remedies whether available at law or in equity and all such remedies, whether or not set forth in this Declaration, shall be cumulative and not exclusive.
6. No Personal Liability. No member of the Board, officer of the Association, Developer, member of any committee of the Association, whether such committee is specifically described in this Declaration or hereafter created by the Association, or Manager, if any, of the Developer shall be personally liable to any Owner, Member or to any other party for any damage, loss or prejudice suffered or claimed on account of any act, (including any oral representation regarding any aspect of a Lot whatsoever), omission, error, failure to act, or negligence of any such Board member, officer or committee member of the Association, Manager if any, the Developer or any realtor representing the Developer in the sale of a Lot. Such limitation of liability shall apply in all cases, provided that such person has, on the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.
7. Assignability.
   a) The Association shall be empowered to assign its rights, or any part thereof, to any successor public body, authority, agency, district or not-for-profit corporation (hereinafter referred to as the "Successor Entity"), and upon such assignment the Successor Entity shall have those rights and be subject to those duties assigned thereby and shall be deemed to have agreed to be bound by the appropriate provisions hereof to the same extent as if the Successor Entity had been an original party to the Declaration. Any such assignment shall be accepted by the Successor Entity which expressly assumes the duties and obligations thereby assigned.
   b) If for any reason the Association shall cease to exist without having first assigned its rights hereunder to a Successor Entity, the covenants, restrictions, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a not-for-profit corporation and assigning the rights hereunder with the same force and effect, and subject to the same conditions, as provided in this Declaration with respect to an assignment and delegation to a Successor Entity.

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c) Any assignment or delegation of rights shall be approved by two-thirds (2/3) of the Members voting in person or by proxy at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after proper notice is given.

8. Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

9. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural, and vice versa.

10. Effect of Violation of Declaration on Mortgage. No violation of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in possession or any purchaser at any foreclosure sale or any person in a similar position shall be bound and subject to this Declaration as fully as any other Owner of any portion of the Property, except as otherwise expressly provided herein to the contrary.

11. Delivery of Notices and Documents.

a) Any written notice or other documents addressed to the Board or the Developer relating to or required or permitted by the Declaration may be delivered either personally or by certified or registered mail, return receipt requested. If by certified or registered mail, it shall be deemed to have been given, delivered and received upon receipt thereof by the addressee.

b) Any written notice or other documents relating to or required or permitted by the Declaration (including but not limited to the billing of Assessments may be delivered to an Owner or Member either personally or by mail unless other requirements are specifically made in any provision hereof. If by mail, it shall be deemed to have been given, delivered and received by the Owner or Member seventy-two (72) hours after a copy of same has been deposited in the United States mail (ordinary mail), postage prepaid, addressed to such Owner or Member, to the address of any Lot owned, whether in whole or in part, by such Owner or Member, or to any other address last furnished by such Owner or Member to the Board. Each Owner or Member shall file his correct mailing address with the Board, and shall promptly notify the Board in writing of any subsequent change of address.

12. Local Laws Not Superseded. This Declaration shall not be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body, or by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this

13. No Partition. None of the Common Property shall be subject to Partition, either at law or in equity, such right of Partition (if available) being expressly denied to all parties.

In Witness Whereof, this instrument has been executed by the Developer on the day and year first above written.

Parkway Holdings, LLC
a Missouri Limited Liability Company

By: _____
Timothy D. Harris, Authorized Member

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Missouri Acknowledgment-Limited Liability Company
(Member Managed)

State of Missouri)
County of Clay)

On August 2, 2012, before me, the undersigned, a Notary Public, personally appeared Timothy D. Harris, to me known, who, being by me duly sworn, did say that he/she is the duly authorized agent of Parkway Holdings, LLC, a limited liability company, and that said instrument was signed in behalf of said limited liability company, a member-managed limited liability company, by authority of the members and in accordance with its Articles of Organization and Operating Agreement, and the said Timothy D. Harris acknowledged that he/she executed the same as the free act and deed of such limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state, the day and year last above written.

My Commission Expires:

Sandy D. Kirkham
Notary Public

SANDY D. KIRKHAM
Notary Public - Notary Seal
STATE OF MISSOURI
Clinton County
My Commission Expires: July 8, 2014
Commission #10428282

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Exhibit A

(Legal Description of Property)

A subdivision of land in the Northwest Quarter of Section 18 and the Southwest Quarter of Section 7, all in Township 51 North, Range 32 West of the 5th Principal Meridian all in Kansas City, Clay County, Missouri, also being a replat of all of Lots B, C, G, H, I, J, K, L, M, N, O, 1, 2, and 3; and part of Tract S, all in "Renaissance Place First Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052586, in Plat Book G, at Page 20 and a replat of all of Lots D, E, F, P, Q, R, 4, 5, 6, 7 and 8, "Renaissance Place Second Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052589, in Plat Book G, at Page 21; and a replat of all of Lots J55, J56, J57, J58, J59 and J60 of the Lot Split Survey of Tract J, "Renaissance First Plat", recorded May 19, 2006 as Document No. 2006021045, in Plat Book G at Page 59; and an unplatted tract of land adjoining the South line of said "Renaissance Place Second Plat", all being generally located at the Southwest corner of Missouri State Highway No. M-1 and Maple Woods Parkway; said subdivision of land being comprised of five (5) individual tracts of land that are separated by existing street right of way and being defined as Blocks 1 through 5 and described as follows:

BLOCK 1

Part of Lots B, C, N and O, "Renaissance Place First Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052586, in Plat Book G, at Page 20 and Lots D, E, P, Q, R, 4, 5, 6, 7 and 8, "Renaissance Place Second Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052589, in Plat Book G, at Page 21 and an unplatted tract of land adjoining the South line of said "Renaissance Place Second Plat", all in the Northwest Quarter of Section 18, Township 51 North, Range 32 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, generally located at the Southwest corner of Missouri State Highway No. M-1 and Maple Woods Parkway, being bounded and described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 18; thence South 00°20'47" West, along the East line of said Northwest corner, 91.45 feet; thence North 89°39'13" West, 171.98 feet to the Point of Beginning of the tract of land to be herein described; said point being on the Westerly right of way line of said Missouri State Highway No. M-1 as now established and on the Easterly line of said "Renaissance Place First Plat", thence South 04°16'48" West, along said Westerly right of way line and said Easterly plat line, 145.34 feet; thence South 01°34'28" East, along said Westerly right of way line and said Easterly plat line, 300.17 feet; thence South 02°14'38" West, along said Westerly right of way line and said Easterly plat line, 300.17 feet; thence South 01°17'59" East, along said Westerly right of way line and said Easterly plat line, and also along the Easterly line of said "Renaissance Place Second Plat", 175.30 feet; thence South 07°29'15" West, along said Westerly right of way line and last said Easterly plat line, 210.35 feet; thence South 01°12'20" West, along said Westerly right of way line and said Easterly plat line, 205.15 feet; thence South 08°27'28" West, along said Westerly right of way line and said Easterly plat line, 293.12 feet; thence South 14°11'03" West, along said Westerly right of way line and said Easterly plat line, and also along the Easterly line of said unplatted tract of land, 293.28 feet; thence South 22°32'12" West, along said Westerly right of way line and said Easterly tract line, 195.71 feet; thence South 25°51'44" West, along said Westerly right of way line and said Easterly tract line, 340.30 feet; thence South 34°19'01" West, along said Westerly right of way line and said Easterly tract line, 146.18 feet; thence South 32°00'09" West, along said Westerly right of way line and said Easterly tract line, 27.63 feet; thence North 00°19'42" East, along the Westerly line of said unplatted tract of land 116.12 feet; thence North 53°19'53" West, along said Westerly line, 57.30 feet; thence North 37°58'22" West, along said Westerly line 100.50 feet; thence North 41°19'26" West, along said Westerly line 74.98 feet; thence North 23°49'05" West, along said Westerly line 100.40 feet; thence North 16°23'05" West, along said Westerly line 100.08 feet; thence

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North 01°58'34" West, along said Westerly line 104.40 feet; thence North 12°57'53" West, along said Westerly line 100.50 feet; thence North 27°56'28" West, along said Westerly line 110.45 feet; thence South 89°58'48" West, along said Westerly line 78.30 feet; thence North 09°40'09" West, along said Westerly line 68.49 feet to the Northwest corner of said unplatted tract of land; thence South 89°20'18" East, along the North line of said unplatted tract of land and the Westerly extension of the South line of said Tract R, Renaissance Place Second Plat and along last said South line 313.21 feet; thence North 20°54'27" West, along the Westerly line of Lot 8 and Lot 7, said "Renaissance Place Second Plat" and the Northerly extension of the Westerly line of said Lot 7, 155.60 feet to the Southerly extension of the Westerly line of Lot 6, said "Renaissance Place Second Plat"; thence North 12°48'25" East, along said Southerly extension and along the Westerly line of said Lot 6, Lot 5, Lot 4 and Lot Q, 346.58 feet; thence North 03°20'42" East, along the Westerly line of said Lot Q and said Lot P, 132.93 feet; thence North 23°41'11" West, along the Westerly line of said Lot P, 118.31 feet to the Northwest corner of said Lot P, "Renaissance Place Second Plat", said point also being the Southwest corner of Lot O, "Renaissance Place First Plat"; thence North 29°36'17" West, along the Westerly line of said Lot O and said Lot N, 396.09 feet to an angle point in said Lot N; thence North 04°27'28" East, along the Westerly line of said Lot O, 69.56 feet; to the Northwest corner of said Lot N and a point on the Southerly right of way line of NE 79th Street, as established by said "Renaissance Place First Plat"; thence Easterly along said Southerly right of way line and along the Northerly line of said Lot N, along a curve to the left having an initial tangent bearing of North 88°53'23" East with a radius of 525.00 feet, a central angle of 14°07'09" and an arc distance of 129.37 feet; thence North 74°46'14" East, along said Southerly right of way line and said Northerly lot line, 7.96 feet; thence Southeasterly along the last two said lines, along a curve to the right having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 15°13'46" East along the Easterly line of said Lot N and the Westerly right of way line of Walrond Avenue as established by said "Renaissance Place First Plat", 6.94 feet; thence Southerly along the last two said lines, along a curve to the left having a common tangent with the last described course with a radius of 525.00 feet, a central angle of 12°09'50" and an arc distance of 111.46 feet; thence South 27°23'37" East, along said Westerly right of way line and along the Easterly line of said Lot N and aforesaid Lot O, "Renaissance Place First Plat" and along the Easterly line of aforesaid Lot P, "Renaissance Place Second Plat", 325.92 feet; thence Southerly along said Westerly right of way line and along the Easterly line of said Lot P and aforesaid Lot Q, along a curve to the right being tangent to the last described course with a radius of 475.00 feet, a central angle of 25°53'38" and an arc distance of 214.67 feet; thence South 01°29'59" East, along said Westerly right of way line and along the Easterly line of said Lot Q, 29.29 feet; thence Southerly along the Easterly line of said Lot Q and aforesaid Lot 4 along a curve to the right being tangent to the last described course with a radius of 475.00 feet, a central angle of 25°08'10" and an arc distance of 208.38 feet; thence South 23°38'11" West, along said Westerly right of way line and along the Easterly line of said Lot 4 and aforesaid Lot 5, 57.85 feet; thence Southerly along said Westerly right of way line and along the Easterly line of said Lot 5, Lot 6, aforesaid Lot R, Lot 7 and Lot 8, along a curve to the left being tangent to the last described course with a radius of 275.00 feet, a central angle of 55°26'36" and an arc distance of 266.11 feet; thence South 31°48'25" East, along said Westerly right of way line and along said Easterly line of Lot 8, 4.15 feet to the Southeast corner of said Lot 8, said point being on the Southerly line of said "Renaissance Place Second Plat"; thence South 89°20'18" East, along said Southerly plat line, 59.26 feet to the Easterly right of way line of said Walrond Avenue and to the Southwest corner of aforesaid Lot E, thence Northwesterly along said Easterly right of way line and said Westerly lot line, along a curve to the left having an initial tangent bearing of North 31°29'26" West with a radius of 210.00 feet, a central angle of 00°18'59" and an arc distance of 1.16 feet (1.52 plat); thence North 31°48'25" West, along the last said two lines, 34.80 feet (34.44 plat); thence Northerly along the last said two courses, along a curve to the right being tangent to the last described course with a radius of 225.00 feet, a central angle of 22°00'54" and an arc distance of 86.45 feet; thence Northeasterly along the last said two lines, along a curve to the right having a common tangent with the last described

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course with a radius of 15.00 feet, a central angle of 99°35'39" and an arc distance of 26.07 feet; thence North 89°48'08" East, along the Northwesterly line of said Lot E and the Southeasterly right of way line of N College Avenue as established by said "Renaissance Place Second Plat", 12.66 feet; thence Northeasterly along the last said two courses and along the Westerly line of aforesaid Lot D, along a curve to the left being tangent to the last described course with a radius of 220.00 feet, a central angle of 79°12'47" and an arc distance of 304.16 feet; thence Northerly along the Easterly right of way line of said N College Avenue and the Westerly line of said Lot D, along a curve to the left having a common tangent with the last described course with a radius of 520.00 feet, a central angle of 10°35'21" and an arc distance of 96.10 feet; thence North 00°00'00" East, along said Easterly right of way line and along said Westerly line of Lot D, 197.62 feet; thence Northerly along the last said two lines, along a curve to the left being tangent to the last described course with a radius of 520.00 feet, a central angle of 21°11'47" and an arc distance of 192.37 feet; thence Northerly along the Easterly right of way line of said N College Avenue as established by said "Renaissance Place Second Plat" and by said "Renaissance Place First Plat" and along the Westerly line of said Lot D and the Westerly line of aforesaid Lot C, "Renaissance Place First Plat", along a curve to the right having a common tangent with the last described course with a radius of 280.00 feet, a central angle of 48°41'37" and an arc distance of 237.96 feet; thence Northerly along the Easterly right of way line of said N College Avenue as established by said "Renaissance Place First Plat" and along the Westerly line of said Lot C, along a curve to the left having a common tangent with the last described course, with a radius of 520.00 feet, a central angle of 27°29'50" and an arc distance of 249.56 feet; thence North 00°00'00" East, along the last said two courses, 191.44 feet; thence Northwesterly along the last said two courses and along the Southerly line of aforesaid Lot B, "Renaissance Place First Plat", along a curve to the left being tangent to the last described course with a radius of 170.00 feet, a central angle of 83°33'07" and an arc distance of 247.91 feet; thence North 83°33'07" West, along the Southerly line of said Lot B and along the Northerly right of way line of said NE 79th Terrace as established by said "Renaissance Place First Plat", 274.79 feet; thence Westerly along the last said two lines, along a curve to the right being tangent to the last described course with a radius of 480.00 feet, a central angle of 06°02'16" and an arc distance of 50.58 feet; thence Northwesterly along the last said two lines, along a curve to the right having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 104°34'56" and an arc distance of 27.38 feet; thence North 27°04'05" East, along the Westerly line of said Lot B and along the Easterly right of way line of aforesaid N Walrond Avenue, 35.11 feet; thence Northerly along the last said two lines, along a curve to the left being tangent to the last described course with a radius of 150.00 feet, a central angle of 12°37'46" and an arc distance of 33.06 feet; thence North 14°26'19" East, along the last said two lines, 8.11 feet; thence Northeasterly along the last said two lines, along a curve to the right being tangent to the last described course with a radius of 25.00 feet, a central angle of 87°31'42" and an arc distance of 38.19 feet; thence Easterly along the Northerly line of said Lot B and along the Southerly right of way line of aforesaid Maple Woods Parkway, along a curve to the left having a common tangent with the last described course with a radius of 1,575.00 feet, a central angle of 10°42'34" and an arc distance of 294.39 feet; thence South 88°44'33" East, along the last said two lines, 216.84 feet; thence South 45°54'09" East, along the last said two lines, 37.72 feet to the Point of Beginning. Containing 822,682 square feet or 18.88 acres, more or less.

BLOCK 2

Part of Lots G, H, I and J, "Renaissance Place First Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052586, in Plat Book G, at Page 20 and all of Lots J55, J56, J57, J58, J59 and J60 of the Lot Split Survey of Tract J, "Renaissance First Plat", recorded May 19, 2006 as Document No. 2006021045, in Plat Book G at Page 59, all in the Northwest Quarter of Section 18, Township 51 North, Range 32 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, generally located at the Southwest corner of Missouri State Highway No. M-1 and Maple Woods Parkway, being bounded and

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described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 18; thence South 00°20'47" West, along the East line of said Northwest corner, 345.28 feet; thence North 89°39'13" West, 321.48 feet to the Point of Beginning of the tract of land to be herein described; said point being on the Westerly right of way line of N College Avenue as established by said "Renaissance Place First Plat", and on the Easterly line of said Lot J; thence South 00°00'00" West, along said Westerly right of way line and along the Easterly line of said Lot J, Lot I and Lot H, 191.44 feet; thence Southerly along said Westerly right of way line and along the Easterly line of said Lot H and said Lot G along a curve to the right being tangent to the last described course with a radius of 480.00 feet, a central angle of 27°29'50" and an arc distance of 230.36 feet; thence Southerly along said Westerly right of way line and along the Easterly line of said Lot G along a curve to the left having a common tangent with the last described course with a radius of 320.00 feet, a central angle of 26°20'20" and an arc distance of 147.10 feet; thence Southwesterly along the last said two lines, along a curve to the right having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 82°30'26" and an arc distance of 21.60 feet; thence Westerly along the Northerly right of way line of NE 78th Terrace as established by said "Renaissance Place First Plat" and along the Southerly line of said Lot G along a curve to the left having a common tangent with the last described course with a radius of 320.00 feet, a central angle of 21°03'33" and an arc distance of 117.62 feet; thence South 62°36'23" West, along the last said two lines, 27.57 feet; thence Westerly along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 27°23'37" West, along the Easterly right of way line of N Walrond Avenue as established by said "Renaissance Place First Plat" and along the Westerly line of said Lot G, 248.80 feet; thence Northerly along said Easterly right of way line and along the Westerly line of said Lot G and said Lot H along a curve to the right being tangent to the last described course with a radius of 475.00 feet, a central angle of 12°09'50" and an arc distance of 100.85 feet; thence North 15°13'46" West, along said Easterly right of way line and along the Westerly line of said Lot H and said Lot I, 217.55 feet; thence Northerly along said Easterly right of way line and along the Westerly line of said Lot I, Lot J and Lot J55, along a curve to the right being tangent to the last described course with a radius of 475.00 feet, a central angle of 29°40'06" and an arc distance of 245.96 feet; thence North 14°26'19" East along said Easterly right of way line and along the Westerly line of said Lot J55, 1.73 feet; thence Northeasterly along said Easterly right of way line and along the Westerly line of said Lot J55, along a curve to the right having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 89°05'18" and an arc distance of 23.32 feet; thence Easterly along the Southerly right of way line of NE 79th Terrace as established by said "Renaissance Place First Plat" and along the Northerly line of said Lot J55 along a curve to the left Qhaving a common tangent with the last described course with a radius of 520.00 feet, a central angle of 07°04'43" and an arc distance of 64.25 feet; thence South 83°33'07" East, along said Southerly right of way line and along the Northerly line of said Lot J55, Lot J56, Lot J57, Lot J58 and Lot J59, 274.79 feet; thence Southeasterly along said Southerly right of way line, along the Westerly right of way line of aforesaid N College Avenue and along the Easterly line of said Lot J60 and said Lot J along a curve to the right being tangent to the last described course with a radius of 130.00 feet, a central angle of 83°33'07" and an arc distance of 189.57 feet to the Point of Beginning. Containing 282,690 square feet or 6.49 acres, more or less.

BLOCK 3

All of Lot F, "Renaissance Place Second Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052589, in Plat Book G, at Page 21 in the Northwest Quarter of Section 18, Township 51 North, Range 32 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, generally located at the Southwest corner of Missouri State Highway No. M-1 and Maple Woods Parkway, being

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bounded and described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 18; thence South 00°20'47" West, along the East line of said Northwest corner, 1195.54 feet; thence North 89°39'13" West, 352.59 feet to the Point of Beginning of the tract of land to be herein described; said point being on the Easterly line of said Lot F and on the Westerly right of way line of said N College Avenue as established by said "Renaissance Place Second Plat", thence in a clockwise direction along the Easterly, Southerly, Westerly, Northerly and Easterly line of said Lot F and following seventeen (17) courses; thence South 00°00'00" West along said Westerly right of way line, 197.62 feet; thence Southerly along said Westerly right of way line, along a curve to the right being tangent to the last described course with a radius of 480.00 feet, a central angle of 10°35'21" and an arc distance of 88.71 feet; thence Southwesterly along said Westerly right of way line, along a curve to the right having a common tangent with the last described course with a radius of 180.00 feet, a central angle of 79°12'47" and an arc distance of 248.86 feet; thence South 89°48'08" West, along the Northerly right of way line of said N College Avenue, 12.66 feet; thence Northwesterly along said Northerly right of way line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 99°35'39" and an arc distance of 26.07 feet; thence Northerly along the Easterly right of way line of N Walrond Avenue as established by said "Renaissance Place Second Plat", along a curve to the right having a common tangent with the last described course with a radius of 225.00 feet, a central angle of 14°14'24" and an arc distance of 55.92 feet; thence North 23°38'11" East, along said Easterly right of way line, 57.85 feet; thence Northerly along said Easterly right of way line, along a curve to the left being tangent to the last described course with a radius of 525.00 feet, a central angle of 25°08'10" and an arc distance of 230.32 feet; thence North 01°29'59" West, along said Easterly right of way line, 29.29 feet; thence Northerly along said Easterly right of way line, along a curve to the left being tangent to the last described course with a radius of 525.00 feet, a central angle of 25°53'38" and an arc distance of 237.26 feet; thence North 27°23'37" West, along said Easterly right of way line, 7.12 feet; thence Northerly along said Easterly right of way line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 62°36'23" East, along the Southerly right of way line of NE 78th Terrace, 27.57 feet; thence Easterly along said Southerly right of way line, along a curve to the right being tangent to the last described course with a radius of 280.00 feet, a central angle of 20°39'53" and an arc distance of 100.99 feet; thence Southeasterly, along said Southerly right of way line, along a curve to the right having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 85°53'16" and an arc distance of 22.49 feet; thence Southerly, along the Westerly right of way line of said N College Avenue, along a curve to the left having a common tangent with the last described course with a radius of 320.00 feet, a central angle of 10°21'20" and an arc distance of 57.84 feet; thence Southerly along said Westerly right of way line, along a curve to the right having a common tangent with the last described course with a radius of 480.00 feet, a central angle of 21°11'47" and an arc distance of 177.57 feet to the Point of Beginning. Containing 92,526 square feet or 2.12 acres, more or less.

BLOCK 4

All of Lots K, L, and M, "Renaissance Place First Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052586, in Plat Book G, at Page 20, in the Northwest Quarter of Section 18, and the Southwest Quarter of Section 7, all in Township 51 North, Range 32 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, generally located at the Southwest corner of Missouri State Highway No. M-1 and Maple Woods Parkway, being bounded and described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 18; thence South 00°20'47" West, along the East line of said Northwest corner, 446.09 feet; thence North 89°39'13"

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West, 837.60 feet to the Point of Beginning of the tract of land to be herein described; said point being on the Westerly right of way line of N Walrond Avenue as established by said "Renaissance Place First Plat" and on the Easterly line of said Lot M; thence South 15°13'46" East, along said Westerly right of way line and said Easterly Lot Line, 130.61 feet; thence Southwesterly along the last said two lines, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 74°46'14" West, along the Northerly right of way line of NE 79th Street as established by said "Renaissance Place First Plat" and along the Southerly line of said Lot M, 7.96 feet; thence Westerly along the last said two lines, along a curve to the right being tangent to the last described course with a radius of 475.00 feet, a central angle of 18°28'12" and an arc distance of 153.12 feet; thence Northwesterly along the last said two lines, along a curve to the right having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 86°34'13" and an arc distance of 22.66 feet; thence Northerly along the Easterly right of way line of N Agnes Avenue as established by said "Renaissance Place First Plat" and along the Westerly line of said Lot M and Lot L, along a curve to the left having a common tangent with the last described course with a radius of 480.00 feet, a central angle of 27°48'39" and an arc distance of 232.99 feet; thence North 28°00'00" West, along said Easterly right of way line and along the Westerly line of said Lot L and Lot K, 393.22 feet; thence Northerly along said Easterly right of way line and along the Westerly line of said Lot K, along a curve to the right being tangent to the last described course with a radius of 270.00 feet, a central angle of 42°09'20" and an arc distance of 198.65 feet to a point on the Southerly right of way line of Maple Woods Parkway as now established; thence South 66°51'51" East, along said Southerly right of way line and along the Northerly line of said Lot K, 275.65 feet; thence Easterly along the last two said lines, along a curve to the left being tangent to the last described course with a radius of 1,575.00 feet, a central angle of 05°50'22" and an arc distance of 160.52 feet (160.43 plat) feet; thence Southeasterly along the Westerly right of way line of said N Walrond Avenue and along the Easterly line of said Lot K, along a curve to the right having a common tangent with the last described course with a radius of 25.00 feet, a central angle of 84°37'49" and an arc distance of 36.93 feet (36.90 plat); thence Southerly along the last two said lines, along a curve to the left having a common tangent with the last described course with a radius of 113.00 feet, a central angle of 25°51'59" and an arc distance of 51.01 feet (51.06 plat); thence Southerly along the last two said lines, along a curve to the right having a common tangent with the last described course with a radius of 87.00 feet, a central angle of 14°55'47" and an arc distance of 22.67 feet; thence Southerly along the last two said lines and along the Easterly line of said Lot L, along a curve to the right having a common tangent with the last described course with a radius of 301.00 feet, a central angle of 13°26'59" and an arc distance of 70.65 feet; thence South 14°26'19" West, along said Westerly right of way line and along the Easterly line of said Lot L, 12.11 feet; thence Southerly along said Westerly right of way line and along the Easterly line of said Lot L and Lot M, along a curve to the left having a common tangent with the last described course with a radius of 525.00 feet, a central angle of 30°40'06" and an arc distance of 271.85 feet to the Point of Beginning. Containing 187,381 square feet or 4.30 acres, more or less.

BLOCK 5

Part of Tract S, "Renaissance Place First Plat", a subdivision of land recorded October 27, 2005 as Document No. 2005052586, in Plat Book G, at Page 20, in the Northwest Quarter of Section 18, Township 51 North, Range 32 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri, generally located at the Southwest corner of Missouri State Highway No. M-1 and Maple Woods Parkway, being bounded and described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 18; thence South 00°20'47" West, along the East line of said Northwest corner, 620.74 feet; thence North 89°39'13" West, 1,046.93 feet to the Point of Beginning of the tract of land to be herein described; said point

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being on the Westerly right of way line of N Agnes Avenue as established by said "Renaissance Place First Plat", and on the Easterly line of said Tract S; thence North 86°41'15" West, 116.00 feet; thence North 18°14'13" West, 56.08 feet; thence South 82°53'05" West, 5.16 feet; thence North 17°32'36" West, 102.45 feet; thence North 01°35'38" West, 68.08 feet; thence North 62°00'00" East, 106.72 feet to a point on the Westerly right of way line of said N Agnes Avenue and on the Easterly line of said Tract S; thence South 28°00'00" East, along the last two said lines, 60.84 feet; thence Southerly along the last said two lines, along a curve to the right being tangent to the last described course with a radius of 420.00 feet, a central angle of 31°18'45" and an arc distance of 229.53 feet to the Point of Beginning. Containing 33,409 square feet or 0.77 acres, more or less.

Blocks 1, 2, 3, 4, and 5 combine for a total of 32.56 acres more or less.

The foregoing Property shall be known (after recordation of the final plat for same) as all of:

Lots 1 through 50, inclusive, Block 1, and
Lots 51 through 76, inclusive, Block 2, and
Lots 77 through 85, inclusive, Block 3, and
Lots 86 through 99, inclusive, Block 4, and
Lots 100 through 103, inclusive, Block 5, and
Tract A (Block 1), Tract B (Block 1), Tract C (Block 4) and through Tract D (Block 1),

Parkway Village First Plat, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof (together with any portions, including streets, described in such plat as having been dedicated for public or quasi-public use).

End of Exhibit

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