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Katee Porter
Recorder of Deeds

**Declaration of Covenants, Restrictions and Easements
for
The Preserve Seventh Plat**

This Declaration is made as of August 1, 2022, by Star Development Corporation, a Missouri corporation whose address is 244 W. Mill, Ste. 101, Liberty, MO 64068 (hereinafter “Developer”, “Declarant”, “Grantor” and “Grantee”).

Whereas, the Developer is owner of certain land described in Exhibit A (Pages 23); and

Whereas, this Declaration, and Property referred to herein, is affected by the following documents recorded in the Office of the Clay County Recorder of Deeds:

Book 3514 at Page 368 (“Charter” [defined below])

Book at Page (Supplement to Community Charter Annexing Property)

Book at Page (Plat for The Preserve *Seventh* Plat)

Whereas, the Developer presently intends to develop, on said land, a housing Project to be known as “The Preserve Seventh Plat” 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, to such end, desires to subject the said land and Project to the covenants, restrictions and easements hereinafter set forth; and

Now Therefore, the Developer hereby declares that the land described in **Exhibit A** (as well as land, if any, which may hereafter be added thereto by annexation and/or expansion as hereinafter provided) shall be held, sold, used and conveyed subject to the following covenants, restrictions and easements, 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 and easements 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, and the Developer.

Important Caution to Buyers/Multiple Restrictions Applicable

The “Property” herein described is subject to not only this Declaration but, in addition thereto, is subject to:

1. The “Charter” defined below; and
2. The “Design Guidelines” defined below.

As Buyer of a Lot within the Property shall be subject to the terms and provisions of this Declaration, the Charter and the Design Guidelines, *a Buyer of a Lot within the Property is strongly encouraged, prior to purchasing a Lot, to confirm that design of all improvements, to be placed by such Buyer or Buyer’s builder on a Lot, conforms to this Declaration and the Charter and the Design*

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Guidelines. The fact that Developer or the “DRC” (defined below) may approve a Buyer’s detailed plans for improvements on a Lot does not guarantee a Buyer that such Buyer’s plans (so submitted to and approved by Developer) will also be approved under the Charter and the Design Guidelines. Furthermore, to the extent that certain rules, regulations and restrictions are found in both this Declaration (on the one hand) and the Charter/Design Guidelines (on the other hand), the more restrictive rules, regulations and restrictions (as determined by Developer in its sole judgment and discretion) will control and govern.

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. **Charter.** “Charter” shall mean the Community Charter for Shoal Creek Valley recorded with the Clay County Recorder of Deeds, in Book 3514 at Page 368, as amended and supplemented.
2. **City.** “City” shall mean the City of Kansas City, Missouri.
3. **Declaration.** “Declaration” shall mean and refer to this Declaration of Covenants, Restrictions and Easements, as the same may from time to time be supplemented or amended in the manner prescribed herein.
4. **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.
5. **Design Guidelines.** “Design Guidelines” shall mean the aggregate of:
 - a) Design Guidelines for The Greens at Shoal Creek (promulgated under authority of the Charter), dated November 2011, as amended (the terms of which are incorporated herein, and made a part hereof, by this reference); and
 - b) General Supplemental Design Guidelines for Shoal Creek Valley (promulgated under authority of the Charter), dated March 2012, as amended (the terms of which are incorporated herein, and made a part hereof, by this reference).
6. **Developer.** “Developer” shall mean and refer to Star Development Corporation, a Missouri corporation, and its successors and assigns (including a “New Developer” hereinafter defined).
7. **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, 2052, or (b) the date Developer ends the Development Period, in Developer’s sole discretion, by written notice filed with the Clay County Recorder of Deeds, 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.
8. **DRC.** “DRC” shall mean and refer to the Design Review Committee (defined below).
9. **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 permanent structural improvements thereon.
10. **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.

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11. Plat. “Plat” shall mean and refer to the final subdivision plats filed and recorded with respect to or encompassing all or any part of the Property (including, without limitation, The Preserve Seventh Plat, a subdivisions of land in Kansas City, Clay County, Missouri, according to the recorded plats thereof).
12. Project. “Project” shall mean and refer to the development occurring at the Property which may sometimes be known as “The Preserve Seventh Plat”.
13. 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.
14. Residence. “Residence” means a single family residence constructed on a Lot. Only one Residence may be constructed on any one Lot.
15. Restriction. “Restriction” shall mean and refer to any covenant, agreement, restriction or easement created or imposed by this Declaration.
16. Structure. “Structure” shall mean and refer to:
 - 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, outdoor improvements (temporary or permanent), single family Residence, outbuilding, 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

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), promulgated by the DRC, for 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.
2. Composition and Appointment. The DRC shall consist of three members. **Until the Development Period shall end, all three members shall be appointed (and successively removed, if Developer deems same necessary) by the Developer.** The initial members of the DRC shall be Timothy D. Harris, Sheryl Giambalvo and Robert de la Fuente but such persons shall serve at the pleasure of Developer, and may be removed (and replaced) at the will of the Developer, at any time and from time to time.
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 and will make findings, determinations, rulings and orders

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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 (but shall not be required to) 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.
- b) The DRC may make a published copy of any such Design Standards and Procedures for Single Family Residential Structures readily available to Owners of Lots, and to builders.

5. Submission of Plans and Specifications.

- a) 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) for same have been submitted to and approved in writing by the DRC. Such plans shall contain such detail as the DRC shall require in its sole discretion.
- b) The submission of any such plans and specifications to the DRC, by or on behalf of any Owner, shall be accompanied by a non-refundable "plans review fee" in the amount of \$500.00, or such lesser amount as shall be prescribed, from time to time, by the DRC, to compensate the members of the DRC for the time they expend in so reviewing such plans and specifications.

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 approval. The DRC, in its discretion, is permitted to approve deviations from any Design Standards and Procedures and from this Declaration when, in its subjective, good faith 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:

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- i) The failure to include information in such plans and specifications as may have been 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 and/or landscaping 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.
- c) **Broad DRC Discretion.** The DRC shall have broad discretion in approval and disapproval of plans and specifications. Accordingly, and as herein mentioned previously, 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.
9. **Inspection Rights.** At any reasonable time or times (without notice), Developer 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 Developer 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 Developer. If the 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 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

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removal or termination of such violation within the time specified in the Developer's notice to the said Owner, the 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 as of the date of such Certificate of Compliance.

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 or to any other party 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 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 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 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 one hundred eighty (180) 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, which completion must occur no later than eighteen months after the required construction commencement date as set forth above.
- 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 unless Developer shall approve same in writing for each sign.

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- 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.
- 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 not less frequently than weekly during any excavation.
- 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 taken to a dumping site located off the Property or shall be placed in a construction dumpster on the Lot. 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 III

General Restrictions and Requirements

1. Maintenance Required by Owner.

- a) Each Owner shall keep all portions of his Lot, 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 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 Developer, its agents, successors or assigns, at its election, to maintain said Property at any reasonable hour. 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 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 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 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 Developer shall be paid to the Developer upon demand and the right to receive such costs and expenses so incurred may be enforced by Developer as provided herein or as provided by law.
- b) The Developer (as the case may be) shall give five (5) days' written notice to an 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 completed by

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the Owner, the Developer 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 also approved under the Charter and Design Guidelines mentioned near the beginning of this Declaration) and no previously approved Structure shall be used for any purpose other than that for which it was originally approved.
- c) No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without the written consent of the Developer.
- 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 brick, stone, stucco, dryvit or masonry (excluding blocks), or such other materials as may be approved by the DRC, or a combination of the foregoing materials as may be approved by the DRC (in its sole and subjective discretion).
- 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 (unless the DRC shall approve a variance from such requirement). 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 only (no asphalt, rock 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; underground sprinkler system of the entire sodded area of each Lot, 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 sole discretion); and
 - iii) The reasonable cost of landscaping pursuant to such approved landscaping plan shall be not less than \$10,000.00 (exclusive of the cost of sod, installation of any approved fences, underground irrigation/sprinkler system and retaining walls). 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

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- v) Each Owner agrees that such Owner shall use the installed underground sprinkler system at reasonable intervals so that grass and landscape plantings receive adequate water for growth and sustenance.
 - b) No tree or shrubbery shall be maintained in such a manner as to obscure the view of vehicular traffic.
 - c) The 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 building or Structure shall be placed nor shall any refuse or material, including but not limited to firewood, be placed or stored on any Lot within 10 feet of the rear or front property line of any Lot (unless approved by the DRC) or within 7.5 feet of any side property line (unless approved by the DRC).
 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 nine (9) months after commencement of construction. Extensions for periods beyond nine (9) 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 six (6) 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 and shall be professionally prepared and displayed.
 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, provided further, at no time shall any Owner keep or harbor, on the Lot, 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 nine (9) months (commencing from day one of the first delivery of any of such

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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 a 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, van, minivan, camper, motorcycle, automobile, mobile home, boat or boat trailer shall be brought upon, stored, or 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 the temporary (i.e., a maximum of twenty-four (24) hours): (a) temporary standing or parking of a trailer, boat, trailer house, recreational vehicle or mobile home preparatory to taking same to some other location for use; or (b) the temporary standing or parking of a truck or commercial vehicle for loading, or unloading (not to exceed 3 hours). The foregoing restriction shall also not be construed to prohibit the parking of any non-commercial automobile, non-commercial minivan, non-commercial van or non-commercial pickup truck (which is then currently operational, roadworthy and licensed) on any driveway on any Lot or in any enclosed garage.
- b) No mechanical maintenance on any vehicle shall be permitted except in enclosed garages.
- 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 Developer or the DRC.

14. Solar Collectors, Panels and Arrays. No solar collectors, solar panels or solar arrays shall be erected or maintained on any Lot (including, without limitation, the roof of any Residence located on a Lot). However:

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- a) Prior to expiration of the Development Period, Developer may, in its sole and absolute discretion (for any or no reason whatsoever), permit installation of such solar collectors, solar panels or solar arrays.
 - b) After expiration of the Development Period, the DRC may, in its sole and absolute discretion (for any or no reason whatsoever) permit installation of such solar collectors, solar panels or solar arrays.
15. **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 wind generators or turbines of any kind or type shall be maintained on any Lot except with the permission of the DRC (which permission 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.
16. **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 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.
- 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.
17. **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.

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18. 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.
19. 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.
20. 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.
21. 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, or for extraction of subsurface water, except for areas (if any) specifically designated for such purposes by the Developer or the DRC. 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.
22. 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.
23. 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.
24. 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.
25. “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.
26. Roof Materials/Color.
 - a) All roofs on all enclosed structures on any Lot must be of the following material: Certaineed in the Belmont Style, and
 - b) All roofs on all enclosed structures on any Lot must be of the following color: “Black Granite”,
(or such other material and/or color approved by the DRC in its sole discretion). **Caution to Owner: any roofs installed in violation of the foregoing material and color provisions will be subject to forced removal which will result in substantial economic loss to an Owner.**
27. Windows. All windows installed in any structure on a Lot must either be solid wood, solid vinyl, solid metal, solid wood, vinyl or metal encased or “clad” in either vinyl or metal, or such other material as the DRC shall approve in its sole and absolute discretion.
28. 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

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- 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.
29. **Fences.** No fences, walls or screening shall be placed on any Lot without approval of the DRC.
- a) All fences (if so approved by the DRC) shall be limited to painted wrought iron or painted aluminum. Furthermore, all such fences:
 - i) **must** be black (no other color or type of fence shall be permitted),
 - ii) **must** be precisely 5' in height above ground (i.e., the top of said fence must be precisely 5' above the ground on which the fence is constructed) and must have 8' wide (horizontal) panels,
 - iii) **must** be of the "Montage" style with Majestic style tops (depicted on **Exhibit B** attached hereto),
 - iv) **must** be placed on only the side and rear property lines of the "back yard" (defined below) of a Lot behind the Residence,
 - v) **must** encompass the **entire** back yard, which "back yard" is hereby defined as an area commencing at the rear corners of the Residence constructed on any Lot, extending perpendicularly to the side Lot lines and then extending along said side Lot lines to the rear Lot line, and
 - vi) **must** tie into the rear corners of the Residence located on the Lot.
 - b) If fences encompass landscape or utility pedestals, such fences shall incorporate such gates as the DRC shall require so as to facilitate access to the landscape areas and utility pedestals.
 - c) No fences shall be erected until the property lines for fence location are first surveyed and staked by a licensed surveyor.
 - d) Once a compliant fence is constructed, neither its configuration, appearance nor location shall be modified without the consent of both the DRC and the Developer.
 - e) Under no circumstances shall any dog pens, dog runs or any other similar enclosures be maintained outside of the Residence located on any Lot.
 - f) If any wrought iron or aluminum fence so installed shall need repair or refurbishment (including rust removal and repainting), as determined in the reasonable discretion of the Board or the DRC, the Owner of a Lot shall complete such repair or refurbishment, as the case may be, within 30 days after the Board or DRC shall notify Owner of same.
30. **Obstruction of Traffic/View.** 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.
31. **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 DRC a written description of such business use. In the event the DRC, 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 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.

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- d) No business signs shall be permitted.
 - e) At least one person occupying such living unit as a 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.
32. **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. Drying of clothing outside of a Residence, by any other means, is also prohibited.
33. **Gardens.** Outside vegetable or other food gardens shall not be permitted on any Lot. The foregoing shall not, however, prohibit garden areas containing non-food plants and ornamentals.
34. **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. Any permitted basketball goals must, in any event, be clear/transparent rather than solid.
35. **Trampolines.** No trampolines shall be permitted on any Lot, provided however, so-called “in-ground” or “flush mounted” trampolines shall be permitted but only on the following terms and conditions:
- a) For the purposes of this Section, an “in-ground” or “flush-mounted” trampoline is one for which:
 - i) the jumping surface (sometimes called the “bounce mat” or “trampoline bed”) is installed no higher than the adjoining ground level of the yard area in which the trampoline is installed; and
 - ii) the solid frame and springs supporting the flush-mounted jumping surface (and any related retaining wall system for same) are installed beneath the surface of the adjoining ground level of the yard area in which the trampoline is installed.
 - b) No such “in-ground” or “flush-mounted” trampoline shall be installed on any Lot until detailed plans for same are submitted to, and approved by, the DRC.
 - c) At a minimum, plans for any such “in-ground” or “flush-mounted” trampoline (to be so submitted to the DRC for approval) shall provide for:
 - i) Proper drainage of surface water away from such trampoline structure without casting such surface water onto adjoining Lots; and
 - ii) A color for the jumping surface which is either black, brown or dark green, or such other color as may be approved, if at all, by the DRC; and
 - iii) A jumping surface not to exceed a 12’ diameter (for round trampolines) and 12’ width by 14’ length (for rectangular trampolines); and
 - iv) Location of the trampoline must be behind the main dwelling house located on the Lot (i.e., no trampoline shall be permitted in either a front or any side yard) and no closer than 10’ from the side and rear lines of the Lot.
 - d) Any trampoline installed after obtaining the approval of the DRC shall be installed strictly in accordance with the plans for same so approved by the DRC.
 - e) While the jumping surface for such “in-ground” or “flush-mounted” trampoline may not be above the grade of the immediately adjoining yard area, safety cushions or bumpers may be installed around the perimeter of the jumping surface so long as the height of such cushions or bumpers does not extend more than 12” above the jumping surface, so long as the color of such cushions or bumpers is either black, brown or dark green, or such other color as may be approved, if at all, by the DRC, and so long as the width of any such cushions or bumpers is not more than 18”. In no event, however, shall any trampoline be surrounded by any nets or fences.
 - f) No trampoline approved in accordance with the foregoing shall be used between the hours of 9:00 PM and 9:00 AM, local time then current.”

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36. **Playground Structures.** No outdoor playground structures shall be permitted to stand outside of the Residence on any Lot unless permitted and approved by the DRC, in its sole and absolute discretion.
37. **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 (above ground level) 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).
38. **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 2100 square feet of enclosed floor area, with not less than 1200 square feet on the first floor.
 - b) For one and a half story homes, not less than 1900 square feet of enclosed floor area, with not less than 1600 square feet of enclosed floor area on the first floor (the “first floor” being defined as the finished living area immediately above the foundation wall for such Residence).
 - c) For so-called “reverse” one & one half story homes, not less than 1900 square feet of enclosed floor area, with not less than 1600 square feet of enclosed floor area on main (versus lower) level.
 - d) For single level (so called “ranch”) homes, not less than 1700 square feet of enclosed floor area.
- 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, 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 approval of the DRC **(which approval may be granted in the sole and absolute discretion of the DRC or the Developer, provided however, such approval granted on one or more occasions shall not constitute a waiver of the right of the DRC or Developer to insist on strict adherence to minimum square footage requirements on subsequent or future occasions).**
39. **Garages.** All garages must be fully enclosed and must be attached to the main dwelling house and all said garages may be front entry or so called “side entry” garages. 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. The Residence erected on any Lot shall contain not less than three (3) nor more than four (4) garages of sufficient size to accommodate a standard size passenger automobile.
40. **Mail Boxes (Clustered).** Developer shall, subject to rules and regulations of the United States Postal Service, initially install (at Developer’s expense) one or more so-called “clustered” mail receptacles (i.e., a single structure serving multiple Residences) within the Property. Each Owner understands that a clustered mail receptacle may not be adjacent to such Owner’s Residence. Each Owner of a Lot shall be prohibited from erecting or maintaining a single mail box receptacle exclusively serving such Owner’s Lot during such time as a clustered mail receptacle is available for such Owner’s use within the Property. If such clustered mail box is located on a Lot, the Owner of such Lot hereby grants Developer a perpetual easement to maintain and repair such mail box on the Lot and further grants all other Owners the perpetual right to receive and post mail through such clustered mail box.
41. **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

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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, but not the obligation, 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 shall have the right to enforce the rules and regulations, set forth above in this Article, in the manner provided in this Declaration.

Article IV

Duration, Amendments and Variances/Waivers

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) and any Owner, as well as their respective legal representatives, heirs, successors and assigns until December 31, 2052, 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 then Owners of not less than two-thirds (2/3rd) of the Lots 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.
2. Amendments.
 - a) Except as hereinafter specifically provided, this Declaration may not be amended or modified in any respect except by recording an instrument amending or modifying this Declaration and the Restrictions contained herein, executed by the then Owners of not less than two-thirds (2/3rd) of the Lots 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, provided however, during the Development Period, no modification, amendment or termination of this Declaration shall be effected unless Developer shall consent to same in writing.

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- b) Notwithstanding the foregoing, until expiration of the Development Period, this Declaration can be amended, modified, supplemented, added to or changed, in whole or in part, by the Developer (acting alone, without concurrence of the Owners) in order to:
- i) comply with the requirements of the City in respect to any provision of this Declaration; or
 - ii) correct or harmonize any actual or perceived inconsistency or ambiguity (determined by Developer in its sole and absolute discretion) between this Declaration, the Charter and/or the Design Guidelines; or
 - iii) correct deficiencies of this Declaration (as determined to exist by the Developer in Developer's sole discretion); or
 - iv) annex property as provided for herein; or
 - v) de-annex Property 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); or
 - vi) provide for the unified and efficient development of the Project on the Property (determined to be necessary in Developer's sole and absolute discretion); or
 - vii) extend the Development Period; or
 - viii) add new restrictions in addition to those stated herein.

Any such unilateral Developer amendment hereof shall be evidenced by an instrument recorded with the Recorder of Deeds for the County in which the Property is located.

3. Variations/Waivers. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the absolute right, in its sole and absolute judgment and discretion (at any time, and from time to time), to approve a variance from conformance to, a waiver of compliance with, a modification to or alteration of any Section or Paragraph of this Declaration.

Article V

Enforcement

1. Enforcement Rights Generally. In the event of a violation or breach of any Restriction or covenant contained in this Declaration, the Developer 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 Developer may pursue its rights or remedies herein provided. The Developer, 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 Developer, 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.
2. Injunctive Relief and Specific Performance. Nothing contained herein shall be deemed to affect or limit the rights of the Developer 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 Owners and 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

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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 Developer shall also have a lien 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 Developer's rights and remedies as set forth in this Declaration. The amount which may be recovered by the Developer shall include the cost of such enforcement proceedings, including reasonable attorney's fees and interest. Suits to recover a money judgment for 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 Developer may thereafter elect to file and record a claim of lien on behalf of the Developer 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 the Developer 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 Developer 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 Developer as a lien upon the Lot against which such 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 Developer 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 Developer and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Developer shall (upon payment by such Owner of reasonable costs by the Owner of the Lot subject to the lien) cause recordation of an appropriate release of such claim of lien in the Office of the Recorder of Deeds.
- g) 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 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,

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so long as Developer is owner of any portion of the Property (or any constituent Lot thereof) prior to expiration of the Development Period, 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 \$122.31 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 \$9,173.25 for any calendar year, 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 \$6,333.27 for any calendar year, 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 \$3,018.22 for any calendar year. 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 and attorney's fees.
5. **No Waiver.** The failure of the Developer or any Owner 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 Developer and the DRC may adopt, amend, modify, and promulgate (and thereafter rescind, modify or revoke) other reasonable rules, 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 DRC 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

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of high quality, and shall seek to achieve the development of the Property in accordance with the standards and objectives set forth herein.

7. **Binding Effect.** 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. This deemed covenant, made by all Owners, may be specifically enforced against the grantor or the grantee, or both, and shall be a covenant running with the land of each and every Lot.
8. **New Developer (Successor).** Anything herein mentioned to the contrary notwithstanding, the Developer may, by written instrument recorded by reference to this Declaration, 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 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 VI

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 is then within one (1) mile of the boundaries 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/annexation, The Supplemental Declaration, as it relates to the Annexation Property, may provide for covenants, conditions, restrictions and easements in addition to, or different from, those herein stated or may delete some of the covenants, conditions, restrictions and easements herein stated, all in Developer's sole and absolute discretion. 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) except as otherwise provided in the Supplemental Declaration.

Article VII

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 DRC 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.


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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.** Neither Developer, the DRC nor any Owner shall be personally liable to any Owner for 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 the Developer, the DRC or any Owner. 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 subjective good faith, without willful or intentional misconduct.
7. **Assignability.** The Developer/Declarant may assign all or part of its rights hereunder by one or more instruments filed of record which describe the portion of rights so assigned and the land with respect to which such rights are assigned.
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 DRC 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 may be delivered to an Owner 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 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, to the address of any Lot owned, whether in whole or in part, by such Owner, or to any other address last furnished by such Owner to the Developer and the DRC. Each Owner shall file his correct mailing address with the Developer and DRC, and shall promptly notify the Developer and DRC 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 Declaration shall govern and control.
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.

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

Star Development Corporation,
A Missouri corporation

By: 
Timothy D. Harris,
President

Missouri Acknowledgment-Corporate (no seal)

State of Missouri)
County of Clay)

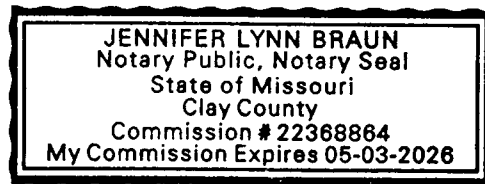
On July 28, 2022, before me, the undersigned, a Notary Public, personally appeared Timothy D. Harris, to me known, who, being by me duly sworn, did say that he is the President of Star Development Corporation, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said individual last named acknowledged that he executed the same as the free act and deed of such corporation, and the said individual last named stated that the aforesaid corporation has no corporate seal.

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:

05-03-2026


Notary Public



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Exhibit A

(Legal Description of Property-Seventh Plat)

The Preserve *Seventh* Plat Property

A tract of land in the Northeast Quarter of Section 10 and the Northwest Quarter of Section 11, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Northwest Quarter of Section 11; thence South 89°25'02" East, along the North line of said Northwest Quarter, 323.27 feet; thence South 00°34'58" West, 120.00 feet; thence South 89°25'02" East, 14.37 feet; thence South 00°34'58" West, 145.00 feet; thence South 16°02'14" West, 166.00 feet; thence South 19°09'13" West, 15.82 feet; thence South 15°38'39" East, 132.89 feet; thence South 24°12'29" East, 94.42 feet; thence South 28°08'22" East, 67.10 feet; thence South 47°06'36" East, 53.03 feet; thence South 56°43'00" East, 182.60 feet to a point on the West line of, THE PRESERVE SIXTH PLAT, a subdivision in said Kansas City, Clay County, Missouri; thence along said West line the following three courses; thence South 33°17'00" West, 120.00 feet; thence North 56°43'00" West, 7.80 feet; thence South 33°17'00" West, 170.00 feet to the Southwest corner of, THE PRESERVE SIXTH PLAT; thence North 56°43'00" West, 407.86 feet; thence North 00°00'00" East, 139.25 feet; thence North 36°15'54" West, 799.85 feet; thence North 00°01'23" West, 95.24 feet to a point on the North line of said Northeast Quarter of Section 10; thence South 88°11'04" East, along said North line, 398.42 feet to the Point of Beginning. Contains 490,244 square feet or 11.255 acres more or less.

The aggregate of the foregoing Property which is subject to this Declaration is also known (after recordation of the final plat for same) as all of Lots 40 through 72, inclusive, and Tract A, **The Preserve *Seventh* Plat**, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plats thereof (together with any portions described in such plat as having been dedicated for street purposes).

End of Exhibit A

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Exhibit B

(Pictorial Depiction of Conditionally Permitted Regis Style Ornamental Iron Fence)



End of Exhibit B