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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE  
PARK RIDGE  
COMMUNITY IMPROVEMENT DISTRICT**

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE  
PARK RIDGE  
COMMUNITY IMPROVEMENT DISTRICT**

This Declaration is made on \_\_\_\_\_, 2006, by ACH Development, LLC, a Missouri limited liability company, with a notice and mailing address of 839 N.E. Woods Chapel Road, Lee's Summit, Missouri 64064.

**RECITALS**

A. Declarant owns certain real property located in Jackson County, Missouri, in the City of Lee's Summit, Missouri, which is more particularly described in Exhibit A to this Declaration.

B. The development of the Property will be as a planned residential development, which will consist of Single-Family Units together with related common areas, facilities and elements.

C.A Missouri community improvement district known as the Park Ridge Community Improvement District shall be established prior to the recording of any of the final Plat or Plats, and/or prior to the sale of any part of the property in the Park Ridge subdivision.

D.C. Declarant will convey the Units to each successor Owner subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

E.D. Declarant imposes these covenants, conditions, restrictions, easements, assessments, charges and liens, as hereinafter set forth, for the benefit of Declarant, and the Owners and their successors and assigns, as covenants running with the land, to protect, preserve and enhance the property value of the Property.

F.E. Each Owner, at the time of purchase, shall be furnished with a copy of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration on the terms and conditions set forth herein below.

**DECLARATION**

**ARTICLE ONE  
DEFINITIONS**

The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise defined in such Supplemental Declaration), shall have the following meanings:



1.1. "Additional Property" means any additional real property that is subjected to the covenants, conditions, restrictions and easements of this Declaration by a Supplemental Declaration under the provisions of Sections 2.2 or 2.3 of Article Two.

1.2. "Annual Maintenance Assessment" means that Assessment levied by the District pursuant to a Special Assessment Petition submitted by the Owners to the Board of Directors pursuant to the CID Act, which levy amount is to be determined annually by the Board of Directors and assessed against each assessable Lot or Unit as provided for in Article Five of this Declaration.

1.3. "ARB" means the Architectural Review Board described in Article Eight of this Declaration.

1.4. "Area of Common Responsibility" means the Common Area, together with any areas within or upon a Lot or Unit, the maintenance, repair or replacement of which is the responsibility of the District pursuant to the terms of this Declaration or as determined by the Board of Directors. Without limiting the generality of the foregoing sentence, Area of Common Responsibility shall include the exercise paths (on other than the Common Area, if any), underground irrigation systems and sodded areas as designated on the individual site plan for each Lot or Unit.

1.5. "Articles of Incorporation" means the District's Articles of Incorporation filed with the Missouri Secretary of State on September 16, 2005.

1.6. "Assessment or Assessments" means, individually, either the Annual Maintenance Assessment or the Capital Assessment, and collectively, all Capital Assessments, Annual Maintenance Assessments and any additional special assessments levied by the Board of Directors or any applicable Sub-Association's board of directors either pursuant to the CID Act or any other provision of Missouri law, that may be assessed against a Lot or Unit.

1.7. "Bluffs Unit" means any one of those Lots located on the Property and designated as a Bluffs Unit on any Plat or Plats, or on any development plan approved by the City, and which, unless otherwise determined in accordance with this Declaration, must be designed and constructed in accordance with the Design Guidelines attached hereto as Exhibit B.

1.8. "Board of Directors" shall be the governing body of the District elected pursuant to the Articles of Incorporation, the Bylaws and Chapter 355 of the Revised Statutes of Missouri pertaining to not-for-profit corporations.

1.9. "Builder" means any person or entity who purchases a portion of the Property from the Declarant with the right, or subject to the obligation, to construct one (1) or more Units thereon. Declarant shall be deemed a Builder with respect to any Lot upon which Declarant undertakes the construction of a Unit.



1.10. "Bylaws" means the District's Bylaws adopted in accordance with the Articles of Incorporation.

1.11. "Capital Assessment" means that Assessment levied by the District pursuant to a Special Assessment Petition submitted by the Owners to the Board of Directors pursuant to the CID Act, which levy amount is to be determined annually by the Board of Directors and assessed against each assessable Lot or Unit as provided for in Article Five of this Declaration.

1.12. "CID Act" means the Community Improvement District Act, as set out in Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, and any subsequent amendments.

1.13. "City" means the City of Lee's Summit, Jackson County, Missouri.

1.14. "Collector" means the office of the Jackson County, Missouri Collections Department in Independence, Missouri.

1.15. "Commercial" means, with respect to Vehicles, being used for the carrying of freight or merchandise in the regular course of business; regularly advertising the name of a commercial business; and/or regularly used for responding to calls for service in the regular course of business.

1.16. "Common Area" means, collectively, all real property dedicated as "common area" on any final Plat or Plats for Park Ridge and approved by the City, together with all improvements located thereon, including, but not limited to, all private alleys and private lanes, any clubhouse and swimming pool, any mail center, all monument signs and entranceways, any exercise paths in the Common Area, any ponds, streams, waterfalls and other watercourse-related improvements, any fences located on the Common Area, all utility lines and conduits up to where they enter the exterior of the Lot or Unit, any outdoor lighting and/or sound equipment, and all trees, shrubs, flowers, grass and berms within the Common Area.

1.17. "Declarant" means ACH Development, LLC, a Missouri limited liability company, its successors and assigns and P & L Management, LLC, a Missouri limited liability company, its successors and assigns.

1.18. "Declaration" means this declaration of covenants, conditions, restrictions and easements.

1.19. "Design Guidelines" collectively means those Design and Construction guidelines attached to this Declaration as Exhibits B through E and enforced by the ARB.

1.20. "District" means the Park Ridge Community Improvement District formed pursuant to the Petition, which District shall not be dissolved without the consent of the City, unless the maintenance responsibilities set forth herein are assigned, with the consent of the City, to a person or entity with the financial, legal and administrative ability to perform such obligations.

1.21. "District Documents" means the Articles of Incorporation, Bylaws, this Declaration, any Supplemental Declarations, the Petition, the CID Act, any District resolutions and/or any other document applicable to the District's powers, rights, duties or obligations.

1.22. "Easement" means the easement in gross upon, across, over and under all of the Property reserved by the Declarant, which is to be automatically assigned to the District on the Turnover Date without any further action required of the Declarant or of the District.

1.23. "Fiscal Year" means the fiscal year of the District, that being July 1 through June 30 of each year.

1.24. "Lot" means any separately numbered tract upon any recorded Plat or Plats.

1.25. "Manor Unit" means any one of those Lots located on the Property and designated as a Manor Unit on any Plat or Plats, or on any development plan approved by the City, and which, unless otherwise determined in accordance with this Declaration, must be designed and constructed in accordance with the Design Guidelines attached hereto as Exhibit C, and which Lot area surrounding the Unit shall be considered an Area of Common Responsibility to be fully maintained by the District or any applicable Sub-Association.

1.26. "Meadows Unit" means any one of those Lots located on the Property and designated as a Meadows Unit on any Plat or Plats, or on any development plan approved by the City, and which, unless otherwise determined in accordance with this Declaration, must be designed and constructed in accordance with the Design Guidelines attached hereto as Exhibit D.

1.27. "Member" means each Member of the District as determined by the terms of this Declaration.

1.28. "Motor Vehicle" means any self-propelled Vehicle, including, but not limited to, automobiles, sport utility vehicles, trucks, Recreational Vehicles, motorcycles, scooters, all-terrain vehicles, stock cars, dune buggies and drag cars.

1.29. "Obligations" mean financing obtained by the District in any form authorized under the CID Act to fund (as defined in the Petition): (1) the costs of the Eligible Services, (2) the costs of the Public Improvements, (3) other costs incurred by the District to carry out any of its purposes, (4) the costs associated with the issuance of any bonds, notes or other debt including, but not limited to: (a) capitalized interest and (b) debt service reserves;

1.30. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to a Lot or Unit, and includes such Owner's family members. The term "Owner" does not include the City or any mortgagee unless and until such mortgagee has acquired fee simple title to such Lot or Unit pursuant to foreclosure or a proceeding in lieu of foreclosure.

1.31. "Park Ridge" means the subdivision located in Lee's Summit, Jackson County, Missouri known as Park Ridge.

1.32. "Passenger Motor Vehicle" means any non-Commercial Motor Vehicle, except Recreational Vehicles.

1.33. "Petition" means the Petition to Establish the Park Ridge Community Improvement District approved by the City on \_\_\_\_\_, 2006 through Ordinance No. \_\_\_\_\_.

1.34. "Plans" shall include, but not be limited to, any building, design or construction plans related to any structure located within Park Ridge.

1.35. "Plat or Plats" individually means a single recorded subdivision plat for Park Ridge as it may be amended or modified from time to time, and collectively means all subdivision plats recorded for Park Ridge as amended from time to time.

1.36. "Property" means, collectively, the real property described in Exhibit A, and such Additional Property as may hereafter be subjected to this Declaration by the filing of one (1) or more Supplemental Declarations, including any improvements now or hereafter constructed on the Property.

1.37. "Recorder's Office" means the Office of the Jackson County Recorder of Deeds Department in Independence, Missouri.

1.38. "Recreational Vehicle" means any Vehicle designed, constructed or substantially modified so that it may be used for the purposes of temporary housing quarters, including sleeping and/or eating facilities that are permanently attached to the Vehicle or attached to a unit that is securely attached to the Vehicle.

1.39. "Rule" shall mean 47 C.F.R. § 1.4000, the Federal Communication's Over-the-Air Reception Devices Rule, including any and all subsequent interpretations of the Rule by properly authorized reviewing bodies or applicable courts of law.

1.40. "Single-Family Unit" means a detached single-family residential dwelling on its own Lot.

1.41. "Special Assessment Petitions" mean any and all petitions for the Assessments presented by a majority of the Owners to the Board of Directors in accordance with the CID Act and subsequently approved by the Board of Directors pursuant to a District resolution.

1.42. "Sub-Association" means a separate not-for-profit corporation formed by the Declarant or Owners of Lots within a Sub-Association Area, with the approval of the Board of Directors, in order to provide maintenance, capital improvements and other services within a Sub-Association Area.

1.43. "Sub-Association Area" means the portion of the Property within which a Sub-Association imposes Sub-Association Assessments and provides services.

1.44. "Sub-Association Assessments" means annual assessments imposed by a Sub-Association pursuant to contractual authority derived from the covenants, conditions and restrictions governing such Sub-Association.

1.45. "Summit Unit" means any one of those Lots located on the Property and designated as a Summit Unit on any Plat or Plats, or on any development plan approved by the City, and which, unless otherwise determined in accordance with this Declaration, must be designed and constructed in accordance with the Design Guidelines attached hereto as Exhibit E.

1.46. "Supplemental Declaration" means any supplementary declaration subjecting Additional Property to this Declaration and such additional covenants, conditions, restrictions and easements relating to the Additional Property set out in the Supplemental Declaration.

1.47. "Trailer" means any Vehicle without motorized power designed for carrying property or passengers on its own structure and for being drawn by a self-propelled Vehicle, including a semi trailer or Vehicle of the trailer type so designated and used in conjunction with a self-propelled Vehicle that a considerable part of trailer's own weight rests upon and is carried by the towing Vehicle.

1.48. "Turnover Date" means the earlier of: (a) December 31, 2026; (b) the build-out and sale of ninety percent (90%) of the Lots, other than those lots designated on any Plat or Plats as Common Area, located within the District; or (c) the date the Declarant, in the Declarant's sole and absolute discretion, selects as a Turnover Date for the Property then encumbered by this Declaration

1.49. "Unit" means any Single-Family Unit.

1.50. "Utility Lines" means lines, pipes, conduits and other utility facilities installed by the Declarant for the purpose of providing sewer, electricity, gas, water and telephone services to the Lots, Units and Common Areas.

1.51. "Vehicle" means any mechanical device on wheels.

1.52. "Waiver" means a Design Guideline waiver.

1.53. "Watercraft" means any device without wheels designed for or capable of being used on water, propelled either by mechanical means or wind, including, but not limited to, wave runners, jet skis, speed boats, fishing boats, yachts and sailboats.

**ARTICLE TWO**  
**PROPERTY SUBJECT TO DECLARATION;**  
**ANNEXATIONS OF ADDITIONAL PROPERTY**

2.1. Property Subjected to Declaration. Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are for the

purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions, conditions, assessments, charges and liens shall run with the Property, shall be binding upon all parties having or acquiring any right, title or interest in the Property and shall inure to the benefit of each and every Owner.

2.2. Annexations of Additional Property by Declarant. Declarant reserves the unilateral right to annex and subject all or any portion of any adjacent Additional Property, and any improvements now or hereafter situated on such Additional Property, to all the terms and provisions of this Declaration by filing one (1) or more Supplemental Declarations in the Recorder's Office. Any such Supplemental Declaration shall not require the consent of any Member. Declarant shall be entitled to unilaterally file such Supplemental Declaration at any time before the Declarant's membership terminates on the Turnover Date.

2.3. Annexations of Additional Property by Members. From and after the time the Declarant's membership terminates, Additional Property may be annexed and subjected to this Declaration by the affirmative vote of at least sixty-seven percent (67%) of all votes cast by the Members present at a meeting of the Members duly called for this purpose (written notice of which was sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting) and the filing of a Supplemental Declaration in the Recorder's Office.

2.4. Supplemental Declarations. Any Supplemental Declaration shall be effective upon its filing in the Recorder's Office, unless otherwise provided therein. Said Supplemental Declaration may contain such additional covenants, conditions, restrictions and easements applicable solely to the Additional Property as the Declarant or the Members, as applicable, may determine to be necessary or desirable. In no event, however, shall such Supplemental Declaration modify or add to the covenants, conditions or restrictions established by this Declaration relating to the Property described on Exhibit A unless this Declaration is amended pursuant to Article Eleven.

### **ARTICLE THREE** **DISTRICT MEMBERSHIP**

3.1. Membership and Voting Rights in the District. The Owner of each Lot shall be a Member. Prior to the Turnover Date, the Declarant shall also be a Member. If one or more individuals, or entities, enjoys ownership of a single Lot, for District membership purposes, the Member representing the Lot shall be deemed the collective entirety of the individuals or entities so that each Lot shall be represented in the District by only one (1) Member and represented in the District with only one (1) vote, except however, such limitation shall not extend to the Declarant's voting rights, which are not tied to individual Lot ownership, and which Declarant voting rights are provided for herein. The Board of Directors shall be the final arbiter of any dispute related to Member voting rights.

3.2. One Class of Membership. There shall be one (1) class of Members consisting of the Declarant and all Owners. However, as stated herein, the voting rights of the Declarant shall be independent of the voting rights of the Owners.



3.3. Meetings of the District. Annual and special meetings of the Members shall be called, noticed, held and conducted in such manner as stated in the Bylaws, or in the absence of any relevant provision in the Bylaws, as provided for in the CID Act and Chapter 355 of the Revised Statutes of Missouri.

3.4. Member Voting Rights. Except as otherwise provided herein, all Members shall be entitled to vote on District matters requiring a vote under this Declaration, the Bylaws, or any District procedural rule at a regular District meeting or a special District meeting called for that purpose. In addition, except as otherwise provided herein, on all matters to be voted on by the Members, each Member shall have one (1) vote for each Lot owned. If more than one owner exists for any Lot, the vote for such Lot shall be exercised as the Owners determine among themselves and as they notify the District secretary in writing. Proxy voting is prohibited. Unless specifically provided for herein to the contrary, all matters requiring a vote of the Members pursuant to this Declaration shall be approved by a simple majority of the votes present at an annual or special meeting duly called in which a quorum is present. A quorum shall be the presence, in person, at an annual meeting or special meeting called for a particular purpose, of ten percent (10%) of the votes entitled to be cast at such meeting.

3.5. Transfer of Membership. Except as provided for herein, membership, and voting rights applicable to that membership, are appurtenant to and may not be separated from ownership of any Lot, except in connection with the encumbrance of the Lot, and then only to the designated Mortgagee of the Lot. Upon the sale of any Lot, the membership associated with the Lot shall automatically transfer to the purchaser of the Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6. District Books and Records. During normal business hours or under other reasonable circumstances, and upon written request by the Members, the District shall make available for inspection to the Members, and if applicable pursuant to Section 3.5 herein such Members' designated mortgagee, current copies of the District Documents including applicable books, records and financial statements. A reasonable fee may be charged for the copying of any requested documents.

3.7. Successor Developer. On the Turnover Date, the District shall succeed to all of the duties and responsibilities of the Declarant under this Declaration. The District shall not, however, succeed to any easements or rights of the Declarant, or any rights pertaining to any other real property adjacent to the Property and owned by the Declarant unless such right is otherwise reserved to the District within the District's documents.

3.8. Implied Rights and Obligations. The District may exercise all rights and privileges expressly granted to the District in the District Documents and all other rights and privileges reasonably implied from the rights expressly granted or reasonably necessary to effect any such duties and obligations expressly imposed upon the District by the District Documents.

3.9. Declarant's Voting Rights. Notwithstanding any provision in this Declaration to the contrary, until the Turnover Date the Declarant shall maintain absolute, complete and exclusive control over the District and over the ARB including, but not limited to, the appointment, election

and removal of any and all ARB members, or any District directors and officers. Specifically, until the Turnover Date, only the Declarant is authorized to take part in any election of ARB members, of any District directors and officers or of any other District matter. Additionally, until such time as a Lot is initially created within the property encumbered by these Declarations (by Plat, lot split, certificate of survey, or otherwise) the Declarant shall possess ten (10) votes. From the time a Lot is created until the Turnover Date, the Declarant shall have such number of votes as shall equal the product of the total number of votes held by all Members multiplied by three (3). The Declarant, in the Declarant's sole discretion, may at any time delegate or relinquish any portion of the Declarant's control pursuant to this Declaration.

#### **ARTICLE FOUR** **COMMON AREA AND FACILITIES**

4.1 Ownership. Upon the District's formation, the District shall automatically own the Common Area. In addition, ownership of any specific Lot or Unit in Park Ridge shall not occur until the District is formed and ownership of all of the Common Area has been transferred to the District.

4.2 Common Area Maintenance. The District shall own, manage, repair, maintain, replace, improve and operate the Common Area and keep it, and all improvements thereon, in good condition.

4.3 Permanency of Common Area Declaration. This Declaration pertaining to the Common Area shall be permanent.

4.4 Common Area Liability. All Owners are liable for the costs of maintenance of the Common Area and the costs of such maintenance shall be assessed proportionally against the Owners in accordance with the Special Assessment Petitions and the District Documents.

4.5 Common Area Insurance. The District shall provide liability insurance for the Common Area and shall pay all Common Area taxes.

4.6 Enjoyment. Each Owner shall have a right and easement for ingress to, egress from and use and enjoyment of the Common Area, which shall be appurtenant to, inseparable from and shall pass with the title to each Lot and Unit. Each Owner may use the Common Area, subject to reasonable rules and regulations adopted by the Board of Directors, in accordance with the purpose for which the Common Area is intended, but without hindering or encroaching upon the lawful rights of other Owners.

4.7 Common Area Disrepair. In the event that any condition of the Common Area is determined to be a nuisance or in disrepair in violation of any provision of the Lee's Summit Property Maintenance Code, and such disrepair or nuisance is abated pursuant to procedures otherwise provided in the Property Maintenance Code, the costs to abate the nuisance created by the failure to maintain the Common Area shall be assessed proportionally against the individual Lots and Units within Park Ridge, in an equal amount per individual Lot or Unit, pursuant to the tax bill provisions of the Property Maintenance Code, and the amount caused by the Finance Director to be



assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot or Unit.

4.8 Storm Water Detention Maintenance. In the event it is determined that the maintenance of any storm water conveyance, retention or detention facility located on the Common Area fails to meet any standard set forth in any Plat or Plats, and such failure is abated by the City pursuant to the procedures of the City's public works division, upon completion of the work and certification by the Director of Public Works that the deficiency has been abated, the Director of Public Works shall certify all costs of such abatement, including enforcement costs and expenses of staff time incurred in the remediation of the deficiency, to the City's Director of Finance who shall cause a special tax bill therefore, or add the costs thereof to the annual real estate tax bill, at the Finance Director's option, proportionally against the individual Lots or Units within Park Ridge, in an equal amount per individual Lot or Unit, the amount caused by the Finance Director to be assessed annually by tax bill shall not exceed five percent (5%) of assessed valuation per individual Lot or Unit, the tax bill from the date of its issuance shall be a first on the Property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance shall be a defense thereto, each special tax bill shall be issued by the City Clerk and delivered to the City Finance Director on or before the first day of June of each year, and such tax bill, if not paid when due, shall bear interest at the rate of eight percent (8%).

4.9 Third-Party Beneficiary. The City shall be a third-party beneficiary of all provisions herein pertaining to the assessment of costs for maintenance of storm water conveyance, retention, or detention facilities on the Common Area, and such provisions shall not be modified or amended without the written consent of the City

4.10 Designation of Common Area. So long as the Declarant owns any Lot or Unit the Declarant shall have the unilateral right to declare any part of the Property then owned by the Declarant as Common Area, so long as such action does not conflict with the terms of this Declaration or any Supplemental Declaration.

## **ARTICLE FIVE** **ASSESSMENTS**

5.1. Obligation for Assessments. Each Owner, by acceptance of the deed for such Owner's Lot or Unit, and regardless of whether it shall be so expressed in any such deed, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the District or its nominee the:

5.1.1. Capital Assessment;

5.1.2. Annual Maintenance Assessment; and

5.1.3. Any additional Assessments levied by the Board of Directors or any applicable Sub-Association's board of directors either pursuant to the CID Act or pursuant to any other provision of Missouri law.

5.2. Budget. On or before June 1 of each calendar year of the District's existence, the Board of Directors shall hold its annual meeting and adopt a budget for the upcoming Fiscal Year. The budget shall contain the estimated costs of retiring any portion of any outstanding District Obligations, maintaining the Common Area and the Area of Common Responsibility and otherwise carrying out all of the District's purposes established under this Declaration, the Petition and the CID Act. At least ninety (90) days prior to the end of the Fiscal Year each Sub-Association's board of directors shall submit a proposed budget, containing, at a minimum, the Sub-Association's expected assessments and expenditures for the upcoming Fiscal Year, to the Board of Directors so that the Board of Directors can include such Sub-Association's budget in the overall District budget. Prior to the adoption of the budget, and in accordance with the CID Act, the Board of Directors shall submit the proposed budget to the City's governing body for review and comment. This submittal to the City must occur no earlier than January 1 of each year but no later than May April 1 of each year. The Assessments for each assessable Lot and Unit for the upcoming Fiscal Year shall be established by resolution of the Board of Directors on the basis of the adopted budget.

5.3. Maximum Capital Assessment and Annual Maintenance Assessment. The maximum Capital Assessment and maximum Annual Maintenance Assessment shall be calculated in accordance with each respective Special Assessment Petition submitted to the Board of Directors in accordance with the CID Act.

5.4. Uniform Rates. Capital Assessments and Annual Maintenance Assessments shall be fixed at a uniform rate for all assessable Lots and Units receiving similar benefits. However, the District, pursuant to the Petition and a determination by the Board of Directors, may levy different Capital Assessments and Annual Maintenance Assessments for assessable Lots and Units based upon the level of benefit derived by each specific Lot or Unit.

5.5. Date of Commencement of Annual Assessments; Due Date. The Assessments shall commence as to all assessable Lots and Units upon the Board of Director's approval of a District resolution levying the Special Assessments against the Property and shall become collectible on the first day of the month following the conveyance of a Lot or Unit to an Owner other than the Declarant. The Assessments shall be payable to the District without demand or set-off on an annual basis, provided however, the Board of Directors may request that the Collector conduct a special billing at the District's expense when the Board of Directors has found, in their sole discretion and pursuant to a District resolution, that a special billing is in the District's best interests.

5.6. Duties of the Board of Directors with Respect to Assessments.

5.6.1. Written notice of each Fiscal Year's Assessments shall be given to each Owner by June 1 of the preceding Fiscal Year.

5.6.2. The Board of Directors shall give notice to any Owner who becomes subject to an Assessment subsequent to July 1 of any Fiscal Year by acquiring an assessable Lot or Unit, and such Owner shall pay the applicable Assessment on a pro rata basis commencing on the date upon which the deed conveying

title to such Lot or Unit was delivered. Unless the Owner takes title to a Lot or Unit from the Declarant, however, the lien of the unpaid portion of the Assessment shall attach to the Lot or Unit until the Assessment is paid in full.

- 5.6.3. The Board of Directors shall, upon request, furnish to any Owner liable for any Assessment, a certificate in writing and in recordable form, setting forth whether all Assessments (together with all applicable fees and charges) have been paid to date. The Board of Directors may make a reasonable charge for the issuance of such certificate. Such certificate may be recorded in the Recorder's Office and, upon recording, shall constitute conclusive evidence of the status of payment of any Assessment for the period stated in the certificate.

5.7. Effect of Non-Payment of Assessments; Lien; Remedies; Maintenance and Enforcement of Liens for Assessments.

- 5.7.1. The Collector shall collect and remit all Assessments to the District, as provided in Section 67.1541 of the CID Act. In the event the District elects to act as the collector of Assessments, the District will enter into an intergovernmental cooperative agreement with the Collector pursuant to Section 70.220, RSMo. for that purpose. The provisions of paragraphs 5.7.2., 5.7.3. and 5.7.4. below will apply in that event.
- 5.7.2. If the Assessments, or any part thereof, are not paid when due, the unpaid amount of such Assessment shall be deemed delinquent and shall thereupon be a perpetual lien on the Lot or Unit against which the Assessment was made. Such lien will take priority as of the date of recording this Declaration and, unless otherwise specifically stated herein, will be superior to any other liens hereafter placed on said Lot or Unit; provided however, that such lien is hereby subordinated to and shall be inferior to any valid first mortgage now existing or which may hereafter encumber said Lot or Unit. If an Owner fails to pay any portion of the Assessments when due, the Assessments will be declared delinquent and payment of principal, late charges, interest, costs of suit and reasonable attorneys' fees may be enforced as a lien on the Lot or Unit against which it is levied in proceedings in any court in Jackson County, Missouri, having jurisdiction over suits for the enforcement of such liens as provided for in Section 88.861, RSMo. Additionally, the District may proceed against any Owner or Owners, jointly or severally, failing to pay any portion of the Assessments when due and shall be entitled to seek all remedies available under law and in equity.
- 5.7.3. The District must bring all suits to enforce the lien of Assessments or otherwise collect unpaid Assessments; provided however, the Board of Directors may assign such right of collection when the Board of Directors



has found, in their sole discretion and pursuant to a District resolution, that an assignment of the District's collection rights is in the District's best interests. The District may, at its discretion, file certificates of nonpayment of Assessments in the Recorder's Office whenever payment of any such Assessments is delinquent. For each certificate so filed, the District will be entitled to collect from the Owner or Owners of the Lot or Unit against which the certificate is filed, a fee as established from time to time by the District, which fee shall be secured by the lien. Said fee will be collectible in the same manner as the original Assessments and will be in addition to any principal, late charges, interest, costs of suit and reasonable attorneys' fees due on such Assessments. The District may terminate or suspend any services provided to an Owner of a Lot or Unit if and so long as the Owner fails to pay any Assessments.

- 5.7.4. All payments received shall be applied first to costs, then to late charges, if any, then to interest, if any, then to delinquent Assessments, then to any unpaid installments of Assessments, if any, in the order of their coming due, whether or not such installments are the subject matter of any actions to enforce a lien.

5.8. Property Exempt from Assessments. All portions of the Property dedicated to and accepted by any municipality or public utility for public use or purposes, all portions of the Property exempt from taxation as set forth in Section 137.100(5), RSMo (unless the tax-exempt entity elects to voluntarily participate in the Assessments) and, except as otherwise expressly provided in this Declaration, all portions of the Property owned by the Declarant or the District are wholly exempt from the Assessments and liens created hereby.

5.9. Easements. Any foreclosure of a lien securing any one, or all, of the Assessments shall not terminate any easement granted by the Declarant, whether pursuant to this Declaration or otherwise, and all such Assessments shall be inferior and subordinate to such easements.

5.10. Sub-Association Assessments. The Declarant or the Owners of Lots within a Sub-Association Area may form a Sub-Association by incorporating a not-for-profit corporation and filing a declaration of covenants, conditions and restrictions, with the prior approval of the Board of Directors. To the extent authorized by the applicable declaration of covenants, conditions and restrictions, a Sub-Association may impose Sub-Association Assessments against Lots within the Sub-Association Area. Such Sub-Association Assessments shall be collected, administered and expended by the District pursuant to contractual authority derived from the covenants, conditions and restrictions governing such Sub-Association.

5.11. Area of Common Responsibility. Any area designated on any Plat or Plan submitted to the City as an Area of Common Responsibility shall be fully maintained by the District, or any applicable Sub-Association. Should such Area of Common Responsibility be owned by a party other than the District, such Owner shall be subject to an additional District or Sub-Association Assessment specific only to the maintenance and servicing of the Owners' Area of Common Responsibility.

**ARTICLE SIX**  
**INSURANCE**

The Board of Directors shall obtain and maintain, to the extent reasonably available at a reasonable cost, the following insurance:

6.1. Casualty Insurance. Casualty insurance naming the District as insured for the benefit of the Owners in an amount equal to the full replacement value (*i.e.*, one hundred percent (100%) of "replacement cost" exclusive of land, foundation and excavation) of the exterior and structural portions of improvements located upon the Common Area and owned by the District.

6.2. Liability Insurance. Public liability insurance, in such amounts and in such forms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the use of the Common Area, which policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the District or another Owner.

6.3. Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with any applicable law.

6.4. Fidelity Insurance. Fidelity insurance against dishonest acts on the part of the Directors, officers, managers, trustees, employees or volunteers of the District responsible for handling funds collected and held for the benefit of the Owners, naming the District as insured.

6.5. Other Insurance. Such other policies of insurance as required by this Declaration, or as the Board of Directors deems necessary or desirable.

**ARTICLE SEVEN**  
**MANAGEMENT, MAINTENANCE, REPAIRS,**  
**ALTERATIONS AND IMPROVEMENTS**

7.1. Manager or Managing Agent. The management, repair, improvement, and alteration of all improvements constructed upon the Common Area, Areas of Common Responsibility and all other property as set forth hereinafter as the responsibility of the District, shall be the responsibility of the Board of Directors. In addition, the Board of Directors may delegate all or any portion of its authority under this Article Seven to a manager or managing agent. Such delegation shall be evidenced by a management contract which shall not exceed three (3) years in duration and which shall set forth such duties and responsibilities as the Board of Directors may from time to time delegate.

7.2. The District's Responsibilities.

7.2.1. The District shall use the proceeds of the Assessments received for the purposes set out in the Petition and these Declarations.

- 7.2.2. The District shall collect and expend Sub-Association Assessments as provided in the declaration of covenants, conditions and restrictions, articles of incorporation and by-laws governing each Sub-Association.
- 7.2.3. The frequency of, and the materials to be used in, the performance of the District's responsibilities shall be in the sole discretion of the Board of Directors and shall not be subject to the control of any Owner. If maintenance, care, repair, replacement, or extraordinary services to any Lot or Unit is caused by an Owner's modifications to the original design of a Lot or Unit, the addition of improvements by the Owner, or through the willful or negligent act of any Owner, or of such Owner's agents, family, guests, tenants (where permitted), invitees or contractors, the cost of such maintenance, care, repair, replacement, or extraordinary services not covered by insurance shall be a specific assessment to which such Owner's Lot or Unit is subject, and must be paid by or on behalf of said Owner and shall be enforceable and secured by a lien as in the case of all other Assessments, as provided in Article Five above.

7.3. The Owners' Responsibilities. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of such Owner's Lot and Unit which are not considered by the District to be an Area of Common Responsibility, including, but not limited to, foundation plantings and garden landscaping, driveways, sidewalks or other concrete accessing, fencing, any underground irrigation system installed by the Owner, all exterior building surfaces of the Owner's Unit, all exterior doors (including garage doors), all window glass or plexiglass repair or replacement, all appliances, heating, plumbing, electrical, air conditioning, air conditioning compressor and related facilities, fixtures, or installations, and any portion of any utility services (including meters) located within the interior of such Owner's Lot and/or Unit, and all interior improvements and fixtures which are appurtenant to each Lot and/or Unit, including, without limitation, responsibility for all breakage, damage, malfunction, painting, repair and maintenance thereof. All fixtures and equipment installed within a Lot and/or Unit, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior of the Lot and/or Unit, shall be maintained and kept in repair by the Owner thereof except as otherwise provided in this Declaration.

7.4. The Declarant's Responsibilities. The Declarant shall, at its own expense and to the extent required by law, maintain and care for all the undeveloped Property and any Lots or Units owned by the Declarant.

7.5. Improvements and Alterations. No Owner may paint or otherwise decorate or change the appearance of the exterior portion of such Owner's Unit or the surrounding Lot without the prior written consent of the ARB. If any violation of this provision is not remedied within fifteen (15) days after notice of such violation is sent to the Owner of the Lot or Unit upon which such violation exists, the District shall have the right through its agents and employees, to take such legal action as may be necessary to force the removal or termination of such violation. The cost thereof (including legal fees and court costs incurred by the District to enforce the provisions

hereof) may be assessed as an Assessment against the Lot or Unit upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of such Lot or Unit, in all respects, and subject to the same provisions and limitations as provided in Article Five of this Declaration. The District shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot or Unit at any reasonable time for the purpose of ascertaining whether any violation of any provision of this Declaration exists, and neither the District nor any such agent, employee or committee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## **ARTICLE EIGHT**

### **ARCHITECTURAL CONTROL**

8.1. Architectural Review Board. An ARB consisting of five (5) members shall be appointed by the Declarant. When the Declarant's membership terminates, the Board of Directors shall appoint the ARB. The Board of Directors may appoint itself to act as the ARB.

8.2. Purpose.

8.2.1. The ARB shall be responsible for approving all Plans, subject to the provisions stated within this Declaration.

8.2.2. The ARB shall assure that all Plans conform with the Design Guidelines, and further, shall regulate the external design, appearance, use, location and maintenance of any applicable Owner-occupied Lot or Unit and improvements located thereon in such a manner so as to preserve and enhance the value of all Lots and Units within Park Ridge and to maintain a harmonious relationship among the structures, the natural vegetation and the topography.

8.2.3. The Design Guidelines are strictly enforceable by the ARB against any Owner and/or Builder. Provided however, the ARB shall approve a Waiver to any one or more of the Design Guidelines when:

8.2.3.a. an application for a Waiver, stating the applicable Design Guideline requested to be waived and the reason for such Waiver, has been formally submitted by a Builder or Owner to the ARB for review; and

8.2.3.b. within thirty (30) days of the application's submittal date, the ARB has conducted a hearing on the Waiver application and, after evidence has been submitted by a Builder or Owner, a simple majority of the ARB's members have found that:

8.2.3.b.1. significant factors are present to allow a finding that such Waiver is in the best interest of Park Ridge; and



8.2.3.b.2. the quality and character of the community is, and will be, upheld despite the Waiver's approval; or

8.2.3.c. the ARB shall fail to hold a requisite hearing on the Waiver application within thirty (30) days of the Waiver application's submittal date.

8.2.4. An applicant may appeal an adverse ARB decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the Board of Directors.

8.3. Conditions. Except as otherwise expressly provided for in this Declaration, no improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Unit or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the ARB. In addition, no building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the ARB.

## **ARTICLE NINE** **EASEMENTS**

9.1. Utility Easements. Declarant will install or cause to be installed the Utility Lines. To insure that such Utility Lines shall be installed, kept, maintained, restored, repaired and replaced, Declarant hereby reserves unto itself, and grants to the District, an easement to install, keep, maintain, restore, repair, and replace any utility lines under and across the Property.

9.2. Easement in Gross. Declarant hereby reserves unto itself the Easement, and grants the Easement to the District on the Turnover Date, upon, across, over and under all of the Property, including the Lots, except for that portion of the Property upon which a Unit structure exists, for ingress to and egress from, installation, operation, replacement, repair and maintenance of Common Area, Areas of Common Responsibility and utilities, including, but not limited to, water, sewer, telephone, television, electricity, gas, cable television and drainage facilities, together with the right to remove any obstruction that may be placed in such Easement area that would constitute interference with the use of such Easement or with the use, maintenance, operation or installation of such utilities or drainage facilities. The Declarant reserves the right to convey all or part of the Easement created herein to any public or private utility company or public entity in furtherance of the purposes described herein. Notwithstanding anything to the contrary contained in this Section, or in this Declaration, or in any Supplemental Declaration, no sewer, electrical line, water line or other utilities may be installed or relocated upon the Property until approved by the Declarant so long as the Declarant owns any real property within the boundaries of Park Ridge, and thereafter upon approval by the Board of Directors. Neither Declarant nor any utility company or other authorized entity using the Easement created by this Declaration shall be liable for any damage to shrubbery, trees, flowers, grass, or other improvements located on the property covered by such Easement. Owners shall not be deemed to separately own any Utility Lines or other service lines

running through their property which are utilized for or serve other Units or the Common Area, but each Owner shall have an easement of ingress and egress to the aforesaid Utility Lines as shall be necessary for the use, maintenance and enjoyment of such Owner's Unit, subject to such rules and regulations as may be established by the Board of Directors. No Owner may disconnect any Utility Line and all Owners are prohibited from intentionally interrupting the utility services rendered to other Owners or the Common Area. All expenses incurred by the District in reconnecting or repairing utility services as the result of the intentional disruption of such service by an Owner shall be assessed against and shall be due from such Owner as an Assessment in accordance with Article Five of this Declaration.

9.3. Easement for Ingress and Egress. Declarant hereby creates and reserves unto itself, and hereby grants to the District for the benefit of each Owner, an easement for ingress to and egress from each Unit over and across all the Common Area.

9.4. Easement for the District. Declarant hereby establishes and reserves to itself, and hereby grants to the District, an easement over, under and across all of the Property for the purposes of executing any of the powers, rights or duties granted to or imposed upon the District by the terms of the District Documents.

9.5. Roof Overhang and Footing Easement. For those Units built on or near to a property line, the Owner of such a Unit shall be allowed to have the roof, gutter, soffit, downspout or footing extend beyond the property line. To the extent of the intrusion, the adjacent property shall be subject to an easement for such purpose. Notwithstanding the easement for the intrusion, such roofs, gutters and downspouts may not discharge water directly in, or on to, the adjacent property.

9.6. Maintenance Easement. For those Units that are built on or near to a property line, an Owner of such a Unit shall be permitted to enter on the adjacent Owner's property for purposes of maintaining the Owner's Unit. Such access shall be available without notice, but shall be limited to reasonable hours of the day. Any damage to the adjacent property resulting from such use shall be the sole responsibility of the Owner using the easement area for maintenance purposes.

9.7. Side Use Easement. To allow the most efficient use of a Lot while complying with City setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such use easements will be conveyed on a deed from the Declarant to the first Owner of a Lot, other than the Declarant. Such use easements may be up to five feet (5') wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such Lot subject to a use easement shall be the beneficiary of a similar use easement along another portion of an adjoining Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Each easement owner should understand that the use easement of up to five feet (5') of property adjacent to their neighbors' structure(s), while governed by a use easement, continues to belong to their neighbors' property, and, therefore, each easement Owner must provide the Owner of the underlying property reasonable access to that easement area for maintenance of such Owner's structure(s). The beneficiary of a use easement shall have the use and maintenance responsibility for the use easement area, but shall not build any structures within the use easement area, except fencing perpendicular to the side

property line. Only pavers, patios, and landscaping may be installed in the easement area, provided that they do not prevent the Owner of the underlying land reasonable access to this area for the purpose of maintenance to such Owner's structure(s).

## **ARTICLE TEN**

### **USE RESTRICTIONS**

10.1. Single-Family Residences. Each Unit shall be used solely for a private residence of no more than one (1) Single-Family Unit. An Owner, or permitted tenant or occupant, maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

10.2. Other Structures. No building, basement, tent, movable storage shed, garage, shed, shack, barn, fence, deck, hedge, privacy enclosure wall, retaining wall, driveway, swimming pool, hot tub, greenhouse, playhouse, play structure, freestanding mailbox, gazebo, basketball goal, trampoline, or other structure of any type of a temporary or permanent character, may be erected, used or maintained at any time upon any Lot, Unit or Area of Common Responsibility without the prior written approval of the ARB. No structure, other than a Unit, may be used at any time as a residence, either temporarily or permanently.

10.3. Signs. Except as specifically provided in this Section, no signs of any type shall be hung or displayed either on the Lot, on the inside or on the outside of any Unit or otherwise so as to be seen from the exterior. One temporary "for sale" or one temporary "for rent" sign (any such sign not to exceed a total of four (4) square feet) at any one time may be displayed by or on behalf of an Owner on such Owner's Lot outside the public right-of-way and solely in the area in front of such Owner's Unit until the Lot or Unit is sold or rented (as applicable), all in accordance with the laws of the City. One political sign per candidate or issue, not to exceed a total of four (4) square feet is permitted on a Lot or Unit outside the public right-of-way for up to three (3) weeks before the election, but must be removed within 24 hours after the election. Decorative seasonal, sports or holiday flags and the United States flag are not signs subject to the restrictions set out in this Section. Should these limitations on the use of signs, or any part thereof, be determined to be unlawful, the Board of Directors has the right to regulate the use of signs in a manner not in violation of law.

10.4. Unsightly, Unsanitary or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development or existence of any unsightly, unsanitary or unkempt condition on such Owner's Lot and/or Unit, including, but not limited to: (i) any accumulation or deposits of garbage, trash or debris other than that which is temporarily stored for lawful disposal in leak proof containers designed for the storage of garbage, trash or debris; (ii) any substances or Structures that emit, generate or cause noxious or toxic odor, dust, vapor or mist; (iii) deposits of leaves, grass, dirt or other materials on the public right-of-way or interfering with the proper functioning of any sanitary or storm sewer improvements; (iv) any accumulation or deposits of garbage, trash or debris that could attract rats, mice or snakes; (v) any accumulation, deposit or discharge of foul, dirty or

polluted water or other liquid that can contaminate surface or ground water or that provides a place for the breeding of flies and mosquitoes, the production of odors, or the transmission of disease; and (vi) any live or dead tree, limb, bush or brush which constitutes a hazard to the safety of persons or property, private or public, including a safety hazard obstructing the line of sight or interfering with the passage of Motor Vehicles, bicyclists or pedestrians at a street intersection or on any public right-of-way, or harbors insects or disease that constitutes a potential threat to other trees. No noxious or offensive activity shall be carried on upon any Lot or Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot or Unit.

10.5. Woodpiles, Outdoor Clothes Lines, Antennas, Etc. All woodpiles shall be located or screened from the view of neighboring Lots and Units, streets and adjacent property. No outdoor clothes dryers or lines or billboards are permitted. No radio or television transmitting or receiving antennas, towers or dishes are permitted, provided however, satellite dishes conforming to the Rule will be allowed to the extent provided for in the Rule. No exterior lighting, awnings, canopies, or shutters shall be erected, affixed to, installed, placed or permitted on any Lot or Unit, or upon any exterior wall, window or roof of any Unit without the prior written consent of the ARB. No yard ornamentation, building ornamentation, stepping-stones or sidewalks shall be permitted on any Lot within the Area of Common Responsibility without the prior written consent of the ARB. All window treatments must be of a permanent nature, and bed sheets, aluminum foil, reflective film or similar treatments are not permitted on windows or glass doors.

10.6. Storage. No storage of any type shall be allowed at any time on any Lot except within each Owner's private enclosed Unit, and nothing shall be stored in such manner as to be exposed to public view. No liquid fuel storage tank with a capacity in excess of two (2) gallons may be maintained upon any Lot or in any Unit. Storage within a garage shall not be so great as to cause an Owner to not use such Owner's garage for the purpose of parking such Owner's Vehicle(s).

10.7. Animals Kept as Pets. No livestock, animals, reptiles or poultry of any kind shall be kept on or in a Lot and/or Unit, except that not more than two (2) domesticated household pets may be kept on or in a Lot and/or Unit. For purposes of this Section, "domesticated household pets" means dogs, cats, hamsters, gerbils, rabbits, canaries or other birds, ferrets and the like normally kept as pets. All domesticated household pets must be confined at all times within the interior of the Unit or on a leash under the direct supervision and control of the Owner. Owners shall prevent their domesticated household pets from barking and from making loud or raucous noises to the disturbance of other Owners. The Board of Directors shall have the absolute power to prohibit any animal, reptile or bird from being kept on or in a Lot and/or Unit.

10.8. Adverse Acts. An Owner shall do no act nor any work that will impair the structural soundness or integrity of such Owner's, or any other Owner's, Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or Units or their Owners.

10.9. Vehicles – Parking and Storage. All Passenger Motor Vehicles shall be parked or stored within the Owner's garage; provided however, that not more than two (2) Passenger Motor Vehicles with a gross vehicle weight of less than eight thousand (8,000) pounds may be routinely

parked on an Owner's driveway. Passenger Motor Vehicles belonging to visitors may be temporarily parked on an Owner's driveway, in accordance with rules and regulations promulgated by the Board of Directors, if any. No Vehicles shall be parked on streets, driveways, private alleys or private lanes so as to obstruct ingress and egress by Owners, their families, tenants (where permitted), guests and invitees, or by emergency, construction, delivery and/or pickup or service Vehicles, except for the reasonable needs of emergency, construction or service Vehicles and then limited to as brief a time as possible. Except for the reasonable needs of emergency, construction, delivery and/or pickup, or service vehicles, and only for a period of time reasonably necessary for loading or unloading of personal property by an Owner, its family, tenants (where permitted), guests and/or invitees, no Commercial Vehicle or Recreational Vehicle, shall be parked, stored or kept on the Property. No person shall be allowed to cook or sleep in any Vehicle, including, but not limited to, any Recreational Vehicle, at any time or for any reason whatsoever when such Vehicle is located upon the Property. All Watercraft and/or Trailers shall be parked or stored within the Owner's garage.

10.10. Additional Restrictions Regarding Vehicle Repairs and Inoperable Vehicles. No major repair, rebuilding, or maintenance of any Vehicle is permitted except within an Owner's private enclosed garage. No major repair, rebuilding, or maintenance of any Vehicle is permitted on the streets, driveways, private alleys or private lanes. No Vehicle is permitted on the Property that: (i) is missing its hood, trunk lid or other significant body part, or (ii) is incapable of operation or use because it has one or more missing tires, or lacks an engine or other major component, or (iii) does not display a valid license and current inspection sticker, except within an Owner's private enclosed garage.

10.11. Planting and Gardening. No planting or gardening shall be done, and no fences, hedges, docks or walls shall be erected or maintained upon the Property, except as installed by Declarant in connection with the initial construction of buildings or Units, or as may be set forth on the initial approved site plan, or as may be approved by the Board of Directors from time to time. No chain link boundary fences shall be allowed upon any Lot. No artificial flowers, trees or other artificial vegetation is permitted on the exterior of any Unit or in the yard, except for door wreaths or holiday garlands.

10.12. Sound Devices. No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon any Lot or the exterior of any Unit, except solely for security purposes.

10.13. Illumination. No lights or other illumination (other than street lights) may be higher than the Unit.

10.14. Garage Sales. No garage sales, sample sales or similar activities may be held, other than as part of a neighborhood event approved by the Board of Directors.

10.15. Insurance Risks. Nothing shall be done or kept in or on the Property that will increase the rate of insurance payable by the District or individual Owners without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept on or in such



Owner's Lot or Unit or the Common Area which will result in the cancellation of insurance on any Lot or Unit or any of the Common Area, or which would be in violation of any law.

10.16. Common Area Uses. The Common Area will be used in common by all Owners, occupants and tenants (where permitted), and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which it is intended, reasonably suited and capable, and as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of an Owner's Lot and/or Unit. Unless expressly provided in this Declaration, the Common Area may not be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Owners.

10.17. Exception From Use Restrictions. Unless otherwise expressly stated herein, the foregoing covenants of this Declaration shall not apply to the activities of the Declarant or the District. The Declarant may maintain, while constructing and selling Units, such facilities as it, in its sole discretion, may deem necessary or convenient, including, but without limitation, offices, storage areas, model Units and signs. The Declarant may also grant such rights to Builders in connection with and during the construction and selling of Units by Builders.

10.18. District's Standards. The District, acting through its Board of Directors, shall have authority to make and enforce standards and use restrictions applicable to the Property in addition to those contained herein, and to impose reasonable user fees for Common Area facilities.

10.19. Occupants and Permitted Tenants. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants and permitted tenants of any Unit.

## **ARTICLE ELEVEN**

### **GENERAL PROVISIONS**

11.1. Amendment. The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the Property, including any Additional Property, and shall inure to the benefit of and be enforceable by the District or any Owner, in perpetuity, unless Owners representing at least sixty-seven percent (67%) of the votes held all Members have signed and recorded an instrument abolishing or changing said covenants, conditions and restrictions in whole or in part.

11.2. Amendment by Declarant. Until such time as the first Lot is conveyed to an Owner other than a Builder, Declarant, at its sole discretion, may abolish the covenants, conditions and restrictions of this Declaration or change them in whole or in part. In addition, so long as Declarant is a Member, Declarant shall have the right, but not the obligation, to amend or modify the covenants, conditions, restrictions and easements of this Declaration without providing notice to or obtaining the consent of any other Member, to the extent Declarant, in its sole discretion, may deem necessary.

11.3. Articles Two, Three, Five and Eleven of this Declaration May Not Be Amended. Notwithstanding anything contained within this Declaration to the contrary, the Members may not amend Article Two, Article Three, Article Five and Article Eleven of this Declaration, provided however, this provision shall in no way impede the Declarant from amending these Declarations pursuant to Section 11.2.

11.4. Amendment by Owners. Subsequent to the Declarant's membership terminating, and except as provided in Sections 11.1, 11.2 and 11.3 of this Article, the covenants, conditions, restrictions and easements of this Declaration may be abolished, amended, or changed in whole or in part only with the consent of Owners representing at least sixty-seven percent (67%) of the votes held by all Members, to be evidenced by a document in writing bearing each of their signatures; provided, however, that no such instrument shall be effective unless made and recorded six (6) months in advance of its effective date; and provided, further, that no such change shall be effective on less than thirty (30) days' prior notice to the Owners.

11.5. Enforcement. The District or any Owner may enforce these covenants, conditions and restrictions against the District or any Owner by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, restriction and easement, either to restrain such violation or to recover damages or to enforce any lien created herein against the land. The failure by the District or any Owner to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

11.6. Severability. Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall not affect in any way the other provisions contained herein, which shall remain in full force and effect.

11.7. Notices. All notices required to be given hereunder shall be sent by U.S. certified mail, return receipt requested, and addressed (i) to the District at the address of its registered agent or such other address as may be filed of record by the District in the Recorder's Office; (ii) to an Owner at the street address assigned to such Owner's Unit by the City; and (iii) to Declarant at the address provided in the first paragraph of this Declaration. Notices sent by U.S. certified mail will be deemed received three (3) business days after deposit with the U.S. Postal Service. Any notice may also be delivered by any other means if actually received by the intended recipient and, in such event, the date of actual receipt will be the effective date of the notice.

11.8. Captions. Captions provided herein for Articles or Sections are inserted only for convenience and are not to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

11.9. Limitation of Liability. The District and Declarant shall not be liable for any failure of any services to be obtained by the District or Declarant, or paid for out of the Assessments levied upon the Owners, or for injury or damage to person or property caused by the elements, or resulting from water which may leak or flow from any portion of the Common Area or Area of Common Responsibility, or from any wire, pipe, drain, conduit, utility line or the like. The District and Declarant shall not be liable to any Owner or permitted tenant for loss or damage, by theft or otherwise, of articles that may be placed or stored upon the Common Area or Area of Common



Responsibility. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or Area of Common Responsibility, or from any action taken by the District and Declarant in accordance with any of the provisions of this Declaration or a Supplemental Declaration, or with any law, ordinance, order, or directive of any municipal or other governmental or quasi-governmental authority. Neither the District nor the Declarant, nor any of their employees, agents, or consultants, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications, including, without limiting the generality of the foregoing, construction of Units.

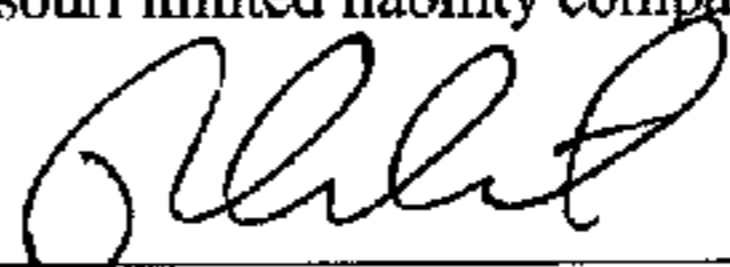
11.10. Successors of Declarant. Any and all rights, reservations, interests, privileges and powers of the Declarant hereunder may be assigned and transferred, in whole or in part, by the Declarant, without notice to the District.

11.11. Priority in Event of Conflicts. If there are any conflicts among the CID Act, the Petition and this Declaration, the CID Act controls over the Petition and this Declaration, and the Petition controls over this Declaration.

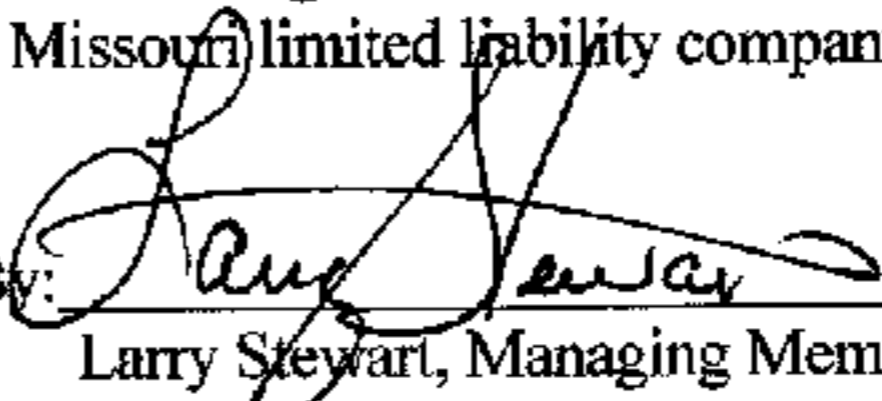
11.12. Miscellaneous Expenses. Whenever an Owner, such Owner's tenant or such Owner's mortgagee requests any information pursuant to the terms of this Declaration, all reasonable expenses incurred by the District in providing such information will be paid by the party requesting same.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name and on its behalf by its duly authorized signatory this 21 day of June, 2006.

ACH Development, LLC,  
a Missouri limited liability company

By:   
Michael D. Atcheson, Managing Member

P & L Management, LLC,  
a Missouri limited liability company

By:   
Larry Stewart, Managing Member

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this 21<sup>st</sup> day of June, 2006, before me, a Notary Public in and for said State, personally appeared Michael D. Atcheson, the Managing Member of ACH Development, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing Declaration of Covenants, Conditions, Restrictions and Easements on behalf of said limited liability company, by authority of its members, and acknowledged that he executed the said Declaration of Covenants, Conditions, Restrictions and Easements for the purposes therein stated, as the free act and deed of said limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

**PATRICIA WELCH**  
Notary Public - State of Missouri  
County of Jackson  
My Commission Expires May 5, 2007

*Patricia Welch*  
Notary Public  
Patricia Welch  
(Printed Name)

My Commission Expires:

May 5, 2007

