

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

12/08/2006 11:25:35 AM

INSTRUMENT TYPE: REST FEE: \$81.00 21 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2006E0133473

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

---

(Above Space Reserved for Recorder)

Document Title:	Declaration of Covenants, Conditions and Restrictions for Park Ridge Manor Units
Document Date:	October 31, 2006
Grantors' Name (for Indexing Purposes Only):	ACH Development, LLC
Grantee's Name (for Indexing Purposes Only):	N/A
Statutory/Grantors' address:	3215 N.E. Carnegie Drive, Suite 200 Lee's Summit, MO 64064
Description and Recording Information:	See Attached Exhibit A

---

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
PARK RIDGE MANOR UNITS**

---

**TABLE OF CONTENTS**

**RECITALS**..... 1

**DECLARATION** ..... 2

**ARTICLE ONE: DEFINITIONS**..... 2

    1.1 Additional Property ..... 2

    1.2 Articles of Incorporation..... 2

    1.3 Association..... 2

    1.4 Association Documents ..... 2

    1.5 Board of Directors ..... 2

    1.6 Bylaws..... 2

    1.7 CID Act..... 3

    1.8 City..... 3

    1.9 Declarant ..... 3

    1.10 District..... 3

    1.11 Fiscal Year ..... 3

    1.12 Manor Assessment ..... 3

    1.13 Manor Expenses ..... 3

    1.14 Manor Lot ..... 3

    1.15 Manor Maintenance Area ..... 3

    1.16 Manor Unit..... 3

    1.17 Manor Units Declaration ..... 3

    1.18 Member ..... 4

    1.19 Original Declaration..... 4

    1.20 Owner..... 4

    1.21 Park Ridge..... 4

    1.22 Property..... 4

    1.23 Recorder’s Office ..... 4

    1.24 Supplemental Declaration..... 4

    1.25 Turnover Date..... 4

**ARTICLE TWO: ANNEXATIONS OF ADDITIONAL PROPERTY** ..... 4

    2.1 Property Subjected to Declaration ..... 4

    2.2 Annexations of Additional Property by Declarant ..... 4

    2.3 Annexations of Additional Property by Members..... 5

    2.4 Supplemental Declarations ..... 5

**ARTICLE THREE: DISTRICT MEMBERSHIP**..... 5

    3.1 Membership and Voting Rights in the Association..... 5

    3.2 One Class of Membership ..... 5

    3.3 Meetings of the Association ..... 5

    3.4 Member Voting Rights ..... 5

    3.5 Transfer of Membership ..... 6

    3.6 Association Books and Records ..... 6

    3.7 Successor Developer ..... 6

    3.8 Implied Rights and Obligations ..... 6

    3.9 Declarant’s Voting Rights ..... 6

<b>ARTICLE FOUR: MAINTENANCE OF MANOR MAINTENANCE AREA.....</b>	<b>7</b>
4.1 Maintenance of Manor Maintenance Area.....	7
4.2 Property Liability.....	7
4.3 The Owners' Responsibilities.....	7
4.4 The Declarant's Responsibilities.....	7
4.5 Right of Entry.....	7
<b>ARTICLE FIVE: ASSESSMENTS .....</b>	<b>8</b>
5.1 Obligation for Assessments.....	8
5.2 Purpose of Manor Assessment; Manor Maintenance Area Expenses.....	8
5.3 Budget.....	9
5.4 Contractual Authority of District.....	9
5.5 Payment of Manor Assessments; Excess.....	9
5.6 Maximum Manor Assessment.....	9
5.7 Duties of the Board of Directors with Respect to Manor Assessments.....	10
5.8 Reserves for Capital Improvements.....	10
5.9 Non-Payment of Manor Assessments; Liens; Remedies; Maintenance and Enforcement of Liens.....	10
5.10 Specific Assessments.....	12
5.11 Property Exempt from Manor Assessments.....	12
5.12 Effective Date of Assessments.....	12
5.13 Easements.....	12
<b>ARTICLE SIX: INSURANCE.....</b>	<b>13</b>
6.1 Liability Insurance.....	13
6.2 Fidelity Insurance.....	13
6.3 Other Insurance.....	13
<b>ARTICLE SEVEN: GENERAL PROVISIONS .....</b>	<b>13</b>
7.1 Amendment.....	13
7.2 Amendment by Declarant.....	13
7.3 Articles Three, Five and Seven of this Manor Units Declaration May Not Be Amended.....	13
7.4 Amendment by Owners.....	14
7.5 Enforcement.....	14
7.6 Severability.....	14
7.7 Notices.....	14
7.8 Captions.....	14
7.9 Limitation of Liability.....	14
7.10 Successors of Declarant.....	15
7.11 Priority in Event of Conflicts.....	15
7.12 Miscellaneous Expenses.....	15

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
PARK RIDGE MANOR UNITS**

This Declaration of Covenants, Conditions and Restrictions for Park Ridge Manor Units is made on October 31, 2006, by ACH Development, LLC, a Missouri limited liability company, with a notice and mailing address of 3215 NE Carnegie Drive, Suite 200, Lee's Summit, Missouri 64064.

**RECITALS**

A. On or about June 22, 2006, Declarant filed the Original Declaration, which encumbered Property owned by Declarant in Lee's Summit, Jackson County, Missouri.

B. The Property has, and will continue to be, developed pursuant to the Original Declaration as a planned residential development. Those parcels of the Property owned by Declarant and more particularly described on Exhibit A to this Manor Units Declaration are deemed to be Manor Lots and will be developed as Manor Units pursuant to the Original Declaration.

C. Declarant has conveyed and will continue to convey the Manor Lots to each successor Owner subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in the Original Declaration and this Manor Units Declaration.

D. Pursuant to Section 5.11 of the Original Declaration, any area determined to be an Area of Common Responsibility shall be fully maintained by the District or any applicable Sub-Association.

E. Pursuant to the Original Declaration and this Manor Units Declaration, all Owners (as defined in this Manor Units Declaration) are liable for the Manor Expenses, which costs shall be assessed against each Owner's Manor Lot in accordance with this Manor Units Declaration.

F. Pursuant to Section 5.10 of the Original Declaration, Declarant is empowered, at any time prior to the Turnover Date, to incorporate a Sub-Association under the Missouri Nonprofit Corporation Laws and to file applicable declarations of covenants, conditions and restrictions, with the prior approval of the District's board of directors.

G. Declarant and the District's board of directors deem it necessary and desirable to create a Sub-Association (as that term is defined in the Original Declaration) to be responsible for the permanent maintenance of the Manor Maintenance Area surrounding each Manor Unit.

H. Declarant and the District's board of directors deem it necessary and desirable to file this Manor Units Declaration in order to administer and enforce the assessment and collection of Manor Assessments.

I. Declarant, and the District's board of directors, impose these covenants, conditions, restrictions, easements, assessments, charges and liens, as hereinafter set forth, for the benefit of Declarant, the District 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.

J. Each Owner, at the time of purchase, shall be furnished with a copy of the Original Declaration and this Manor Units Declaration.

NOW, THEREFORE, Declarant, with the approval of the District's board of directors, hereby makes this Manor Units Declaration on the terms and conditions set forth herein below.

## DECLARATION

### ARTICLE ONE DEFINITIONS

The following words, when used in this Manor Units Declaration, shall have the following meanings, provided however, such capitalized terms not defined herein shall have the same meaning set forth in the Original Declaration:

1.1. "Additional Property" means any additional real property that is within the District's boundaries and therefore subject to the covenants, conditions, restrictions and easements set forth in the Original Declaration, and which real property will be subject to the covenants, conditions, restrictions and easements within this Manor Units Declaration pursuant to a Supplemental Declaration prepared and filed in accordance with Sections 2.2 or 2.3 of Article Two below.

1.2. "Articles of Incorporation" means the Articles of Incorporation of the Association filed with the Missouri Secretary of State on October 19, 2006.

1.3. "Association" means Park Ridge Manor Units, Inc., a Missouri nonprofit corporation formed by the Declarant, with the approval of the District's board of directors, as a Sub-Association pursuant to the terms of the Original Declaration for the purpose of providing maintenance and other services on the Property.

1.4. "Association Documents" means the Articles of Incorporation, Bylaws, this Manor Units Declaration, any Supplemental Declarations, the Original Declaration, Chapter 355 of the Revised Statutes of Missouri, any Association resolutions and/or any other document applicable to the Association's powers, rights duties or obligations.

1.5. "Board of Directors" shall be the governing body of the Association appointed or elected pursuant to the Articles of Incorporation, the Bylaws and Chapter 355 of the Revised Statutes of Missouri.

1.6. "Bylaws" means the Bylaws of the Association adopted in accordance with the Articles of Incorporation.

1.7. "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.

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

1.9. "Declarant" means ACH Development, LLC, a Missouri limited liability company, its successors and assigns.

1.10. "District" means the Park Ridge Community Improvement District formed pursuant to the Petition to Establish the Park Ridge Community Improvement District approved by the City on July 6, 2006 through Ordinance No. 6215 and in accordance with the CID Act.

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

1.12. "Manor Assessment" means the required annual assessment levied against the Property, on a per lot basis, calculated by the Board of Directors, in their sole discretion, to adequately fund the Association's obligations under the Original Declaration and this Manor Units Declaration.

1.13. "Manor Expenses" means those Manor Maintenance Area operating expenses and other expenditures of the Association in pursuit of the Association's purpose, as described in Section 5.2 of this Manor Units Declaration.

1.14. "Manor Lot" means any of the separately numbered parcels of the Property owned by Declarant and more particularly described on Exhibit A to this Manor Units Declaration, which shall be permanently and fully maintained by the District or the Association, pursuant to the terms of the Original Declaration and pursuant to this Manor Units Declaration.

1.15. "Manor Maintenance Area" means those areas on the Property determined by the District not to constitute Common Area, and the maintenance, repair or replacement of which has been determined by the Board of Directors to be the responsibility of the Association. The Manor Maintenance Area will include portions of privately owned Manor Lots. Without limiting the generality of the foregoing sentence, the Manor Maintenance Area shall include exercise paths (on other than Common Area, if any), underground irrigation systems and sodded areas as designated on the individual site plan for each Manor Lot.

1.16. "Manor Unit" means the detached single-family residential dwelling located on any Manor Lot, designated as a Manor Unit on any Plat or Plats or on any development plan approved by the City, and which must be designed and constructed in accordance with the Design Guidelines set forth in the Original Declaration.

1.17. "Manor Units Declaration" means this declaration of covenants, conditions, restrictions and easements.

1.18. "Member" means each member of the Association as determined by the terms of this Manor Units Declaration.

1.19. "Original Declaration" means the Declaration of Covenants, Conditions and Restrictions for the Park Ridge Community Improvement District filed on or about June 22, 2006, in the Office of the Jackson County, Missouri, Recorder of Deeds as Document 2006E0046881.

1.20. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to a Manor Lot or Manor 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 Manor Lot or Manor Unit pursuant to foreclosure or a proceeding in lieu of foreclosure.

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

1.22. "Property" means that property owned by Declarant located in Lee's Summit, Jackson County, Missouri, as more particularly described in Exhibit A.

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

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

1.25. "Turnover Date" shall have the same meaning as stated in the Original Declaration.

## **ARTICLE TWO**

### **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 any portion of 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 Manor Units Declaration by filing one 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 Manor Units 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 nor more than sixty 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 Manor Units Declaration relating to the Property described on Exhibit A unless this Manor Units Declaration is amended pursuant to Article Seven herein.

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

3.1. Membership and Voting Rights in the Association. The Owner of each Manor Lot shall be a Member of the Association. If one or more individuals or entities enjoys ownership of a single Manor Lot, for purposes of membership in the Association, the Member representing the Manor Lot shall be deemed the collective entirety of the individuals or entities so that each Manor Lot shall be represented in the Association by only one Member and represented in the Association with only one vote; except however, such limitation shall not extend to the Declarant's voting rights, which are not tied to individual Manor 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 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 Association. 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 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 Association matters requiring a vote under this Manor Units Declaration, the Bylaws, or any Association procedural rule at a regular Association meeting or at any special Association 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 vote for each Manor Lot owned. If more than one Owner exists for any Manor Lot, the vote for such Manor Lot shall be exercised as the Owners determine among themselves and as they notify the Association 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 Manor Units 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 Manor Lot, except in connection with the encumbrance of the Manor Lot, and then only to the designated Mortgagee of the Manor Lot. Upon the sale of any Manor Lot, the membership associated with the Manor Lot shall automatically transfer to the purchaser of the Manor Lot, or the purchaser's Mortgagee if so designated by the purchaser.

3.6. Association Books and Records. During normal business hours or under other reasonable circumstances, and upon written request by the Members, the Association 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 Association 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 Association shall succeed to all of the duties and responsibilities of the Declarant under this Manor Units Declaration. The Association 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 Association within the Association's documents.

3.8. Implied Rights and Obligations. The Association may exercise all rights and privileges expressly granted to the Association in the Association 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 Association by the Association Documents.

3.9. Declarant's Voting Rights. Notwithstanding any provision in this Manor Units Declaration to the contrary, until the Turnover Date the Declarant shall maintain absolute, complete and exclusive control over the Association including, but not limited to, the appointment, election and removal of any and all Association directors and officers. Specifically, until the Turnover Date, only the Declarant is authorized to take part in any election of Association directors and officers or of any other Association matter. 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. 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 Manor Units Declaration.

**ARTICLE FOUR**  
**MAINTENANCE OF MANOR MAINTENANCE AREA**

4.1 Maintenance of Manor Maintenance Area. The Association, in its sole discretion, shall manage, repair, maintain, replace, improve and operate the Manor Maintenance Area located within the Property, and shall keep and maintain such designated Manor Maintenance Area, along with all improvements located within, thereon and thereunder, in good condition. Without limiting the generality of the foregoing sentence, and at the discretion of the Board of Directors, such maintenance, management and repair of the Manor Maintenance Area may include snow removal, lawn maintenance, trash collection, and maintenance of underground irrigation systems. Without limiting the responsibilities of Owners set forth in Paragraph 4.3, below, and in the sole discretion of the Board of Directors, the Association may choose to provide maintenance of foundation plantings, including trimming and pruning but not to include replacement of dead plants.

4.2 Property Liability. All Owners are liable for Manor Expenses relating to the Manor Maintenance Area, and such Manor Expenses shall be assessed as Manor Assessments against the Owners in accordance with this Manor Units Declaration.

4.3 The Owners' Responsibilities. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of such Owner's Manor Lot and Manor Unit which are not considered by the District or the Association to be a Manor Maintenance Area or Common Area, 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 Manor 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 Manor Lot and/or Manor Unit, and all interior improvements and fixtures which are appurtenant to each Manor Lot and/or Manor Unit, including, without limitation, responsibility for all breakage, damage, malfunction, painting, repair and maintenance thereof. All fixtures and equipment installed within a Manor Lot and/or Manor Unit, commencing at a point where the utility lines, pipes, wires, conduit or systems enter the exterior of the Manor Lot and/or Manor Unit, shall be maintained and kept in repair by the Owner thereof except as otherwise provided in this Manor Units Declaration.

4.4 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 Manor Lots or Manor Units owned by the Declarant.

4.5 Right of Entry. The Association will have the right and easement, but not the obligation, to enter upon any Manor Lot or Manor Unit for emergency, security, and safety reasons, to perform maintenance pursuant to this Manor Units Declaration, and to inspect to ensure compliance with this Manor Units Declaration, any Supplemental Declaration and any Association Documents. This right of entry and inspection may be exercised by any member of the Board of Directors, by the Association's officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance

of their duties. Except in an emergency situation, entry will only be during reasonable hours and after notice to the Owner. This right of entry includes the right of the Association to enter upon any Manor Lot or Manor Unit to cure any condition that may increase the possibility of a fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after written request from the Board of Directors, but will not authorize entry into any Manor Unit without the Owner's permission, except by emergency personnel acting in their official capacities.

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

5.1. Obligation for Assessments. Each Owner, by acceptance of the deed for such Owner's Manor Lot, 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 the Manor Assessment to the Association in accordance with the terms of this Manor Units Declaration.

5.2. Purpose of Manor Assessment; Manor Maintenance Area Expenses. Manor Assessments levied by the Association upon the Manor Lots will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, including the maintenance of the Manor Maintenance Area. Without limiting the generality of the foregoing, in the Board of Director's sole discretion, Manor Assessments may be used for, but are not necessarily limited to, the following Manor Expenses:

- a. Routine repair, maintenance and care of the Manor Maintenance Area located on the Property, which may include, but is not limited to, any and all trees, shrubs, grass, sod, berms, fences, utility lines, irrigation systems and conduits, outdoor lighting equipment, exercise or walking trails, fences, ponds, and streams located in the Manor Maintenance Area.
- b. Without limiting the responsibilities of Owners set forth in Paragraph 4.3, above, and in the sole discretion of the Board of Directors, the Association may choose to provide maintenance of foundation plantings (including trimming and pruning but not to include replacement of dead plants), snow removal and trash collection.
- c. Payment of costs, fees and other expenses for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services.
- d. Payment of costs for utility services not separately metered or charged to Owners.
- e. Creation of contingency and reasonable reserve funds, as determined from time to time by the Board of Directors, including a reserve fund for future repairs and replacements to any public improvement located in applicable Manor Maintenance Area.

f. Payment of insurance premiums for all insurance authorized by this Declaration and obtained by the Board of Directors.

g. Payment of such other fees and charges as may be required or authorized by this Declaration or that the Board of Directors may, from time to time, determine necessary or desirable to meet the purposes and obligations of the Association, as required or permitted by the Articles of Incorporation, Bylaws and this Declaration.

5.3. Budget. At least ninety (90) days prior to the end of the Fiscal Year, the Board of Directors shall submit a proposed budget based on the estimated Manor Expenses and otherwise performing its obligations established by this Manor Units Declaration to the District so that the District can include such Association's budget in the overall District budget. Such budget shall contain, at a minimum, the Association's expected Manor Assessments and the Association's expected expenditures for the upcoming Fiscal Year. The Manor Assessment for each Manor Lot for the following Fiscal Year will be established by the Board of Directors based on this budget, no later than June 30 of each year.

5.4. Contractual Authority of District. Pursuant to Section 5.10 of the Original Declaration, the District has the authority to enter into a contract with the Association, at the District's discretion, pursuant to which the Manor Assessments may be collected, administered and expended by the District. Should the District and the Association, at the District's discretion, not enter into such a contract, the Association shall retain authority to collect, administer and expend the Manor Assessments and to retain as reserves or apply against future Manor Assessments any and all Manor Assessments received in excess of Manor Expenses in accordance with Section 5.5, below.

5.5. Payment of Manor Assessments; Excess. Manor Assessments will be payable in equal monthly installments due on the first day of each month. Owners may prepay Manor Assessments in annual, semiannual or quarterly installments. The first Manor Assessment for each Manor Lot will be prorated based on when the Manor Lot was acquired by any Owner, other than the Declarant, during the year. Manor Assessments will be levied among all Manor Lots on an equal basis. For administrative convenience, Manor Assessments may be rounded so that monthly installments will be in whole dollars. If Manor Assessments in any year are in excess of the funds necessary to meet the anticipated Manor Expenses for which they have been levied and collected, the excess will be retained as reserves or as a reduction to future Manor Assessments, as determined by the Board of Directors, in its sole discretion, and will not be deemed profits or available for distribution to Owners.

5.6. Maximum Manor Assessment. The Board of Directors may not fix the Manor Assessment in any year at any amount in excess of the maximum set out in this paragraph. The maximum Manor Assessment in any year will be determined as follows:

5.6.1. Until July 1 of the Fiscal Year immediately following the date of conveyance of the first Manor Lot to an Owner other than Declarant, the maximum

Manor Assessment will be fixed based on the initial annual budget prepared in accordance with Section 5.3 above.

5.6.2. From and after July 1 of the Fiscal Year immediately following conveyance of the first Manor Lot to an Owner other than Declarant or a Builder, the maximum Manor Assessment may be increased annually over the rate of the Manor Assessment in effect for the preceding year by an amount: (i) not to exceed 10% by the Board of Directors, without a vote of the Members; or (ii) exceeding 10% by a vote of the majority of the Members present at a meeting duly called for this purpose in accordance with the Bylaws. Provided however, prior to the Turnover Date, Declarant shall control all voting with respect to the Manor Assessment.

5.7. Duties of the Board of Directors with Respect to Manor Assessments.

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

5.7.2. The Board of Directors shall give notice to any Owner who becomes subject to the Manor Assessment subsequent to July 1 of any Fiscal Year by acquiring an assessable Manor Lot, and such Owner shall pay the applicable Manor Assessment by the first day of the following month on a pro rata basis commencing on the date upon which the deed conveying title to such Manor Lot was delivered. Unless the Owner takes title to a Manor Lot from the Declarant, however, the lien of the unpaid portion of the Manor Assessment shall attach to the Manor Lot or Manor Unit until the Manor Assessment is paid in full.

5.7.3. The Board of Directors shall, upon request, furnish to any Owner liable for any Manor Assessment a certificate in writing and in recordable form setting forth whether all Manor 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 Manor Assessment for the period stated in the certificate.

5.8. Reserves for Capital Improvements. The Board of Directors will determine and establish adequate reserves for any desired capital improvements and for the maintenance, repair and replacement of the Manor Maintenance Area improvements. Amounts for these reserves will be included in each annual budget prepared by the Board of Directors.

5.9. Non-Payment of Manor Assessments; Liens; Remedies; Maintenance and Enforcement of Liens.

5.9.1. If any installment of a Manor Assessment is not paid within ten days after the due date, the entire unpaid Manor Assessment amount will immediately be deemed due, payable and delinquent, without demand or notice. The Board of Directors, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion) at such rate as the Board of Directors establishes from

time to time by rule (or if the Board of Directors fails to establish a rate by rule, at the maximum rate allowed by law); (ii) charge a reasonable and uniform late fee, as established from time to time by the Board of Directors, (iii) charge the cost of collection, including attorneys' fees and costs, and (iv) suspend or restrict the services being provided to the Manor Maintenance Area by the Association and the use of the District Common Areas.

5.9.2. All Manor Assessments, together with interest, late fees and costs, including attorneys' fees, will be a continuing lien in favor of the Association on the Manor Lot against which the Manor Assessments were made. This lien will take priority as of the date of recording this Manor Units Declaration and will be superior to any other liens placed on said Manor Lot after such recording date, except that this lien is subordinated to, and will be inferior to, any valid first mortgage or any lien for a District Assessment encumbering the Manor Lot. This lien may be enforced as a lien on the Manor Lot against which it is levied in proceedings in any court in Jackson County, Missouri, having jurisdiction over suits for the enforcement of such liens. Additionally, the Association may proceed against any Owner or Owners failing to pay any Manor Assessment when due and may seek all remedies available under law and in equity.

5.9.3. The Association may, at its discretion, file certificates of nonpayment of Manor Assessments in the office of the Jackson County, Missouri, Director of Records whenever payment of any such Manor Assessment is delinquent for 30 or more days. The certificate must contain a description or other sufficient legal identification of the Manor Lot against which the lien exists, the name or names of the Owner or Owners, and the amount of the unpaid portion of the Manor Assessments and charges, and must be signed by an officer or other agent of the Association. For each certificate so filed, the Association may collect from the Owner or Owners of the Manor Lot against which the certificate is filed a fee as established from time to time by the Board of Directors, which fee will be secured by the lien. The fee will be collectible in the same manner as the original Manor Assessment and will be in addition to any principal, late charges, interest, costs of suit and reasonable attorneys' fees due on the Manor Assessment.

5.9.4. The Association must bring all suits to foreclose the lien of Manor Assessments or otherwise collect unpaid Manor Assessments. In any such action, the Owner or Owners affected will be required to pay a reasonable rental for that Manor Lot and Manor Unit during the pendency of such action. The Association may become a purchaser at any foreclosure sale in connection with foreclosure of a lien for Manor Assessments. The Association's claim for Manor Assessments, interest, late fees and costs is not subject to setoffs or counterclaims.

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

5.9.6. Nothing in this Manor Units Declaration will abridge or limit the rights or responsibilities of mortgagees or require a mortgagee to collect the Manor Assessments.

5.9.7. Liability for any Manor Assessment may not be avoided by a waiver of the use or enjoyment of any Manor Maintenance Area, District Common Areas, services or recreation facilities, or by abandonment of the Manor Lot against which the Manor Assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association, or another Owner.

5.9.8. Each Manor Assessment, together with interest, late fees and costs, is the joint and several personal obligation of the Owner or Owners of the Manor Lot at the time the Manor Assessment fell due and of all subsequent Owners.

5.9.9. The obligation to pay Manor Assessments runs with the land, are necessary to continue the care, repair and maintenance of the Manor Maintenance Area, and to continue to provide utility and other services and, accordingly, Manor Assessments accruing or becoming due during the pendency of bankruptcy proceedings will constitute administrative expenses of the bankruptcy estate

5.10. Specific Assessments. The Board of Directors has the right and power, but not the obligation, to levy specific assessments against individual Manor Lots for the purpose of paying for any costs incurred by the Association as a result of the breach of the terms of this Manor Units Declaration by an Owner or such Owner's agents, family members, guests, tenants, invitees or contractors, or as a result of the negligence or willful misconduct of the Owner or the Owner's agents, family, guests, tenants, invitees or contractors, or for such other purposes as are permitted by this Manor Units Declaration. Specific Assessments will be due in accordance with the terms determined by the Board of Directors and will be secured by a lien that is enforceable by the Association as provided in this Manor Units Declaration.

5.11. Property Exempt from Manor 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) of the Revised Statutes of Missouri, and, except as otherwise expressly provided in this Manor Units Declaration, all portions of the Property owned by the Declarant or the Association are wholly exempt from the Manor Assessments and liens created hereby.

5.12. Effective Date of Assessments. Any Manor Assessment will be effective when written notice of the amount of the Manor Assessment is sent by the Board of Directors to the Manor Lot Owner subject to the Manor Assessment. Written notice mailed or delivered to a Manor Lot Owner's Manor Unit will constitute notice to the Owner, unless the Owner has given written notice to the Board of Directors of a different address for such notices, in which case, the mailing of the notice to the last designated address will constitute the notice to the Owner

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

**ARTICLE SIX**  
**INSURANCE**

The Board of Directors may obtain and maintain, to the extent not provided by the District, and to the extent reasonably available at a reasonable cost, the following insurance:

6.1. 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 Property, 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 Association or an Owner.

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

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

**ARTICLE SEVEN**  
**GENERAL PROVISIONS**

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

7.2. Amendment by Declarant. Until such time as the first Manor Lot is conveyed to an Owner other than a Builder, Declarant, at its sole discretion, may abolish the covenants, conditions and restrictions of this Manor Units 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 Manor Units Declaration without providing notice to or obtaining the consent of any other Member, to the extent Declarant, in its sole discretion, may deem necessary.

7.3. Articles Three, Five and Seven of this Manor Units Declaration May Not Be Amended. Notwithstanding anything contained within this Manor Units Declaration to the contrary, the Members may not amend Article Three, Article Five and Article Seven of this Manor Units Declaration; provided however, this provision shall in no way impede the Declarant from amending this Manor Units Declaration pursuant to Section 7.2.



7.4. Amendment by Owners. Subsequent to the Declarant's membership terminating, and except as provided in Sections 7.1, 7.2 and 7.3 of this Article, the covenants, conditions, restrictions and easements of this Manor Units 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 months in advance of its effective date; and provided, further, that no such change shall be effective on less than thirty days' prior notice to the Owners.

7.5. Enforcement. The Association or any Owner may enforce these covenants, conditions and restrictions against the Association 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 Association 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.

7.6. Severability. Invalidation of any one 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.

7.7. Notices. All notices required to be given hereunder shall be sent by U.S. certified mail, return receipt requested, and addressed (i) to the Association at the address of its registered agent or such other address as may be filed of record by the Association in the Recorder's Office; (ii) to an Owner at the street address assigned to such Owner's Manor Unit by the City; and (iii) to Declarant at the address provided in the first paragraph of this Manor Units Declaration. Notices sent by U.S. certified mail will be deemed received three 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.

7.8. 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.

7.9. Limitation of Liability. The Association and Declarant shall not be liable for any failure of any services to be obtained by the Association or Declarant, or paid for out of the Manor 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 Property, or from any wire, pipe, drain, conduit, utility line or the like. The Association 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 Property. No diminution or abatement of Manor Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or

improvements to the Property, or from any action taken by the Association and Declarant in accordance with any of the provisions of this Manor Units 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 Association 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 Manor Units Declaration.

7.10. 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 Association.

7.11. Priority in Event of Conflicts. If there are any conflicts among this Manor Units Declaration, the Articles of Incorporation, the Association Bylaws, the Missouri Nonprofit Act or the Original Declaration; the Missouri Nonprofit Act controls over the Original Declaration, this Manor Units Declaration, the Articles of Incorporation and the Association Bylaws; the Original Declaration controls over this Manor Units Declaration, the Articles of Incorporation and the Association Bylaws; this Manor Units Declaration controls over the Articles of Incorporation and the Association Bylaws; and the Articles of Incorporation control over the Association Bylaws.

7.12. Miscellaneous Expenses. Whenever an Owner, such Owner's tenant or such Owner's mortgagee requests any information pursuant to the terms of this Manor Units Declaration, all reasonable expenses incurred by the Association 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 31 day of October, 2006.

**ACH Development, LLC,**  
a Missouri limited liability company


By: 

Michael D. Atcheson, Managing Member

**DISTRICT APPROVAL**

Pursuant to Resolution 2006- 12, authority is hereby granted by the Park Ridge Community Improvement District to file this Manor Units Declaration.

PARK RIDGE COMMUNITY IMPROVEMENT  
DISTRICT

  
Michael D. Atcheson, Chairman

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this 1<sup>st</sup> day of November, 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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

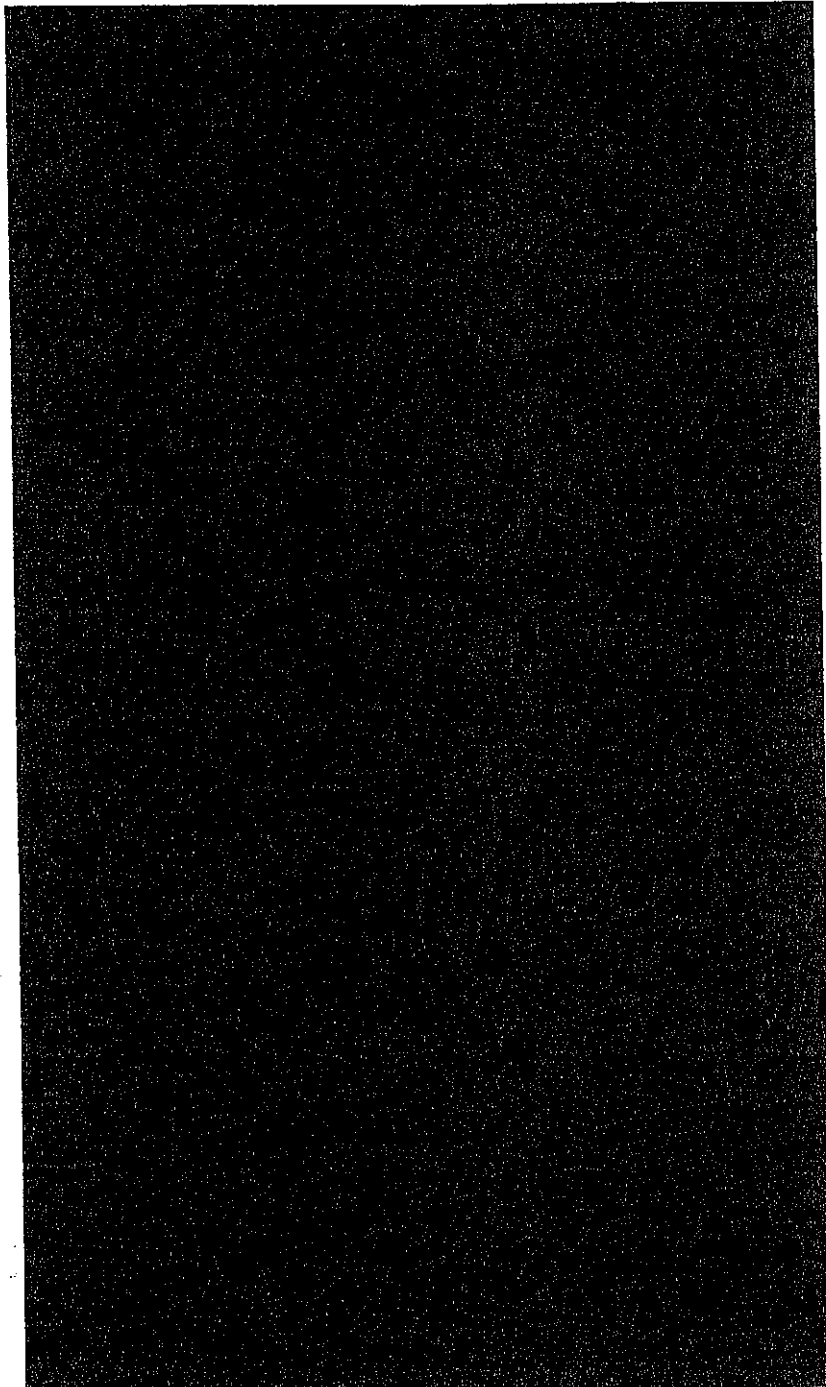
May 5, 2007

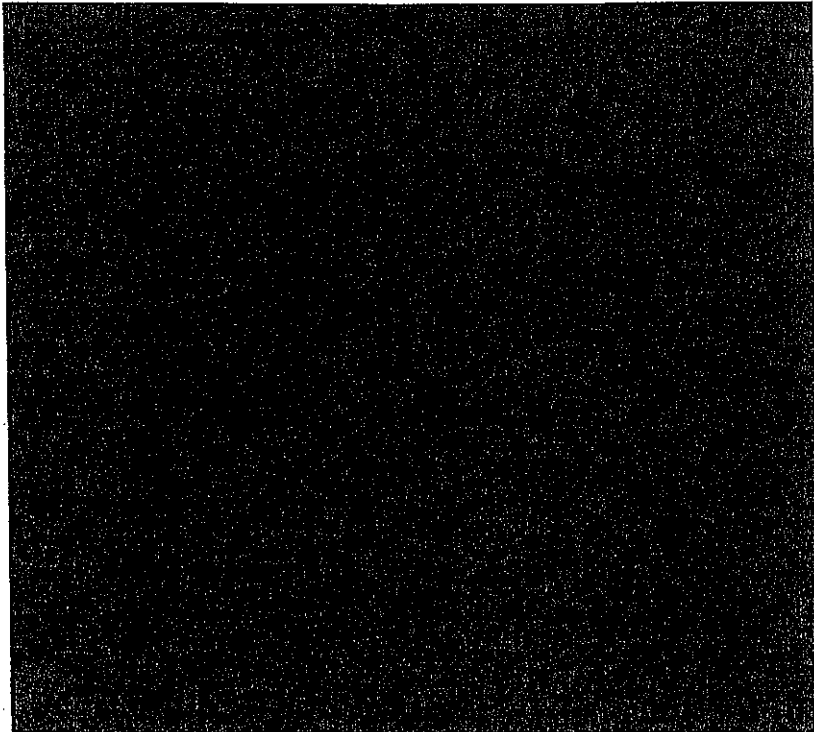
Patricia Welch  
\_\_\_\_\_  
(Printed Name)

**EXHIBIT A**

**Description of the Property**

Lots 57 through 109 of Park Ridge, 1<sup>st</sup> Plat, a subdivision in Section 9, Township 48, Range 31, in Lee's Summit, Jackson County, Missouri, more particularly identified by the following parcel identification numbers of Jackson County, Missouri:





## EXHIBIT C

### **PARK RIDGE MANOR DESIGN AND CONSTRUCTION GUIDELINES**

It is the Owner's and/or Builder's responsibility to assure that all building and design Plans, for any structure located within Park Ridge, are approved by the ARB and the City prior to commencing construction; provided that the ARB shall have final approval of all Plans. Such ARB approval process shall be in accordance with Article 8 of the Declarations.

In addition to the Design Guidelines stated herein, prior to the approval of any Plans the ARB expressly reserves the right to make any additional requirements related to the exterior elevation of each Manor Unit in Park Ridge, which in the ARB's sole discretion, are deemed necessary. *Capitalized terms used, but not defined, in this Design Guideline, shall have the meaning set forth in the Declaration.*

Subject to the Declarations, and pursuant to the foregoing, the following Design Guidelines shall be applicable to all Manor Units:

**Landscaping.** Each Manor Unit Lot shall include at least \$1,900.00 in landscaping material (not including sod and grading) in the front yard and side yards with at least two (2) shade trees at least 2 inches or over in caliper.

**Sod.** Sod will be required on the entire Manor Unit Lot. Waivers will be considered in accordance with Article 8 of the Declarations.

**Trees.** Declarant reserves the right to plant 1-3 trees within 2 years after the construction of the Manor Unit has been completed.

**Residence Design.** The design of each Manor Unit shall be subject to the approval of the ARB. Colors, materials, finishes and building forms shall be in conformity with the requirements hereof and integrated with the particular landscape and with neighboring properties, particularly with regard to drainage and views. Exterior decks and porches shall be painted or stained to match the exterior color of the Manor Unit or as otherwise approved by the ARB.

**Exterior Materials and Colors.** Manor Units shall be faced on all sides with quality materials, which shall be subject to the ARB's approval. The exterior of all Manor Units shall have at least 30% brick, stone, stucco or stone veneer. No synthetic brick may be used. All Manor Units are to be painted with earth tone colored paint on the exterior walls. All exterior colors must receive ARB approval. Manor Unit roofs shall be concrete tile, slate or other approved material having at least a thirty (30) year warranty.

**Decks.** Any Plans for decks, either attached to a Manor Unit or as a separate free-standing structure, shall be approved by the ARB and the City prior to construction.

**Garages.** Each Manor Unit must have an attached, fully enclosed side or front entry garage for not less than two and not more than four vehicles. Garages shall have the same architectural treatment and be constructed of the same materials as the Manor Unit.

**Construction, Location, and Size Guidelines.** Once commenced, construction of the Manor Unit will be diligently pursued to completion and may not be left in an unfinished condition for more than 30 days without written approval from the ARB. Minimum square footage guidelines for Manor Units in the designated areas shall be as follows:

- a. One (1) story or ranch Manor Units shall exclude ranch-with-a-basement plans (raised ranch) and have at least 1500 square feet with a minimum two (2) car garage;
- b. Reverse story-and-a-half (1 ½) Manor Units shall have a minimum of 1300 square feet on the first floor, a minimum total of 1800 square feet and a minimum two (2) car garage; and
- c. No split or multi-level Manor Units shall be allowed;

In calculating the foregoing minimum square footage requirements, unfinished basements, finished basements, porches, decks and garages shall not be considered. All Manor Units and associated improvements shall be arranged on each Manor Unit Lot in accordance with ARB and City approved Plans, and shall further be in full compliance with any setback lines, side yard lines or restrictions shown on the applicable Plat. All residences shall be subject to a minimum side yard set-back of at least seven and a half (7.5) feet and a thirty (30) foot front yard set-back.

**Swimming Pool and Other Amenities:** Any swimming pool, including the swimming pool areas and equipment associated therewith, including lighting (collectively, the "Swimming Pool"), regardless of whether the Swimming Pool is located within the Common Area or within the boundaries of an individual Lot, shall require the approval of the ARB prior to any facet of the Swimming Pool's construction. No above ground or above grade Swimming Pools shall be allowed on any Lot.

**Fencing.** Fencing on any Manor Unit Lot will be allowed pursuant to ARB approval.

**Authorized Builders.** Prior to the Turnover Date, the Developer, while in control of the District and the Board of Directors, reserves the right to approve any Builder intending to construct a Manor Unit.

**Outbuildings Prohibited.** No detached structure may be erected on any Manor Unit Lot without the ARB's prior approval.

**Recreational or Play Structures.** All recreational or play structures ("Play Structures") located on Lots will be approved by the ARB prior to installation. Provided however, the ARB, in its sole discretion, may condition the ARB's approval for the installation of the Play Structure to the Owner's provision of specific landscaping or screening.

**Basketball Goals.** Basketball goals shall not be erected on any Manor Unit Lot without the ARB's prior written approval. No basketball goal will be attached to any building, but instead, shall be free standing.

**Tennis Courts.** The installation of any tennis courts on a Manor Unit Lot must be approved by the ARB.

**Exterior Lighting.** Exterior lighting on any Manor Unit Lot shall consist of a type and style that provides for zero lumens at the Lot's border; provided however during commonly recognized holiday seasons, Owners may exhibit applicable seasonal low light level decorative fixtures mounted on or near the house that do not unreasonably illuminate neighboring property.

**Heat Pumps.** All Manor Unit homes are required to have a heat pump (dual fuel) with each heating and cooling unit.

Refer to the Park Ridge Declarations for other specific requirements and restrictions.



## **PARK RIDGE MANOR DESIGN AND CONSTRUCTION GUIDELINES**

It is the Owner's and/or Builder's responsibility to assure that all building and design Plans, for any structure located within Park Ridge, are approved by the ARB and the City prior to commencing construction; provided that the ARB shall have final approval of all Plans. Such ARB approval process shall be in accordance with Article 8 of the Declarations.

In addition to the Design Guidelines stated herein, prior to the approval of any Plans the ARB expressly reserves the right to make any additional requirements related to the exterior elevation of each Manor Unit in Park Ridge, which in the ARB's sole discretion, are deemed necessary. *Capitalized terms used, but not defined, in this Design Guideline, shall have the meaning set forth in the Declaration.*

Subject to the Declarations, and pursuant to the foregoing, the following Design Guidelines shall be applicable to all Manor Units:

**Landscaping.** Each Manor Unit Lot shall include at least \$1,900.00 in landscaping material (not including sod and grading) in the front yard and side yards with at least two (2) shade trees at least 2 inches or over in caliper.

**Sod.** Sod will be required on the entire Manor Unit Lot. Waivers will be considered in accordance with Article 8 of the Declarations.

**Trees.** Declarant reserves the right to plant 1-3 trees within 2 years after the construction of the Manor Unit has been completed.

**Residence Design.** The design of each Manor Unit shall be subject to the approval of the ARB. Colors, materials, finishes and building forms shall be in conformity with the requirements hereof and integrated with the particular landscape and with neighboring properties, particularly with regard to drainage and views. Exterior decks and porches shall be painted or stained to match the exterior color of the Manor Unit or as otherwise approved by the ARB.

**Exterior Materials and Colors.** Manor Units shall be faced on all sides with quality materials, which shall be subject to the ARB's approval. The exterior of all Manor Units shall have at least 30% brick, stone, stucco or stone veneer. No synthetic brick may be used. All Manor Units are to be painted with earth tone colored paint on the exterior walls. All exterior colors must receive ARB approval. Manor Unit roofs shall be concrete tile, slate or other approved material having at least a thirty (30) year warranty.

**Decks.** Any Plans for decks, either attached to a Manor Unit or as a separate free-standing structure, shall be approved by the ARB and the City prior to construction.

**Garages.** Each Manor Unit must have an attached, fully enclosed side or front entry garage for not less than two and not more than four vehicles. Garages shall have the same architectural treatment and be constructed of the same materials as the Manor Unit.

**Construction, Location, and Size Guidelines.** Once commenced, construction of the Manor Unit will be diligently pursued to completion and may not be left in an unfinished condition for more than 30 days without written approval from the ARB. Minimum square footage guidelines for Manor Units in the designated areas shall be as follows:

- a. One (1) story or ranch Manor Units shall exclude ranch-with-a-basement plans (raised ranch) and have at least 1500 square feet with a minimum two (2) car garage;
- b. Reverse story-and-a-half (1 ½) Manor Units shall have a minimum of 1300 square feet on the first floor, a minimum total of 1800 square feet and a minimum two (2) car garage; and

- c. No split or multi-level Manor Units shall be allowed;

In calculating the foregoing minimum square footage requirements, unfinished basements, finished basements, porches, decks and garages shall not be considered. All Manor Units and associated improvements shall be arranged on each Manor Unit Lot in accordance with ARB and City approved Plans, and shall further be in full compliance with any setback lines, side yard lines or restrictions shown on the applicable Plat. All residences shall be subject to a minimum side yard set-back of at least Five (5) feet and a Twenty (20) foot front yard set-back.

**Fencing.** Fencing on any Manor Unit Lot may be allowed around the perimeter of the Manor Unit's deck or patio pursuant to the ARB's prior approval.

**Authorized Builders.** Prior to the Turnover Date, the Developer, while in control of the District and the Board of Directors, reserves the right to approve any Builder intending to construct a Manor Unit.

**Outbuildings Prohibited.** Outbuildings are not allowed on any Manor Unit Lot.

**Swimming Pools Prohibited.** Swimming pools are not allowed on any Manor Unit Lot.

**Recreational or Play Structures Prohibited.** Recreational and play structures are not allowed on any Manor Unit Lot.

**Basketball Goals.** Basketball goals are not allowed on any Manor Unit Lot.

**Tennis Courts.** Tennis courts are not allowed on any Manor Unit Lot.

**Exterior Lighting.** Exterior lighting on any Manor Unit Lot shall consist of a type and style that provides for zero lumens at the Lot's border; provided however during commonly recognized holiday seasons, Owners may exhibit applicable seasonal low light level decorative fixtures mounted on or near the house that do not unreasonably illuminate neighboring property.

**Heat Pumps.** All Manor Unit homes are required to have a heat pump (dual fuel) with each heating and cooling unit.