

DEERFIELD FIRST PLAT
DECLARATION OF RESTRICTIONS
LOTS 1 TO 58 INCLUSIVE

THIS DECLARATION OF RESTRICTIONS, made and entered into this 18 day of October, 1999, by VINTAGE CORPORATION, a Missouri corporation (hereinafter referred to as Declarant), which is the owner of all of Lots 1 through to 58 inclusive, of Deerfield First Plat, a subdivision of land in the City of Warrensburg, Johnson County, Missouri, which was formally platted on the 6th day of October, 1999, recorded October 6, 1999, instrument number 229864, plat book 11, pages 140-141.

WITNESSETH:

WHEREAS, the Declarant has heretofore established lots designated by numbers, streets, utility easements, building set back lines and easements for sanitary and storm sewers as shown on the plat and in order to establish and maintain an exclusive, high-class, quality subdivision for desirable residences, now undertakes to place certain restrictions on the maintenance and use of the lots shown on the plat for the benefit of and binding upon this Declarant, its successors and assigns and its grantees, and their successors, assigns, and grantees ad infinitum.

NOW THEREFORE, in consideration of the premises, the Declarant herein does by these presents subject all of the lots in Deerfield First Plat, being Lots 1 through 58 inclusive, to the following restrictions as to their maintenance and use; to-wit:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

1.01 Existing Property: The existing property ("Existing Property") is located in Warrensburg, Johnson County, State of Missouri, and is more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes. The Existing Property plus all land added thereto less all land released therefrom shall hereafter sometimes be referred to as the "Property". Common properties ("Common Properties") shall mean and refer to any and all areas of land within the Property which are described or designated as common areas on any recorded subdivision plat of the Property together with any and all improvements installed thereon, including, amenities such as open spaces and entry tracts and entry treatments and monuments. The Common Properties are more particularly described on Exhibit "A".

1.02 Additions to Existing Property: Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the character, if any, of the added properties and as are not, in the Declarant's opinion, inconsistent with the content of this Declaration; and

(b) Additional real property may include Lots 59 through 96 inclusive as reflected in the Deerfield preliminary plat, with modifications for minimum square footage requirements.

1.03 Removal of Property. At any time prior to October 1, 2029, Declarant may remove portions of the Existing Property from the scheme of this Declaration by filing of record a Release of Restrictions describing the portion of the Existing Property which has been released.

ARTICLE II

MEMBERSHIP AND VOTING

2.01 Membership. Every owner of fee simple title to a lot ("Lot") which is subject to the covenants and restrictions of this Declaration ("Owner") shall automatically be and must remain a member of the Association ("Member") in good standing. The board of directors of the Association ("Board of Directors") may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full.

2.02 Voting Rights. One vote for each Lot owned by a Member in good standing may be cast for all matters presented to the Members for vote.

2.03 Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the articles of incorporation ("Articles") and by-laws ("By-laws") of the Association, as same may be amended from time to time. Subject to the provisions of Section 2.02 above or as otherwise required by statute, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association.

ARTICLE III

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

3.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"), which Board shall be selected in accordance with the

Articles and Bylaws of the Association. The Board shall have the following powers and authority, together with all other powers and authority arising under or granted by applicable statutes:

- (a) Determine from time to time the amounts of all assessments permitted and authorized hereunder;
- (b) For the benefit of the Common Properties and the Owners, pay for out of the assessments and maintenance fund(s) provided for in Article IV below, the following:
 - (i) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
 - (ii) Taxes, insurance and utilities, if any, (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
 - (iii) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;
 - (iv) Legal and accounting services; and
 - (v) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- (c) With regard to Lots 36 through 55 inclusive, which are hereby designated and classified as "Village Home Lots", to determine the amount of the Village Home Assessment to be utilized for the additional maintenance services to be supplied to the living units constructed on the Village Homes Lots;
- (d) For the benefit of the Village Home Lots and the Owners thereof, pay for out of the Village Home Assessments and maintenance fund(s) provided for in Article IV below, the following:
 - (i) The plowing and removal of snow from sidewalks and driveways;

- (ii) The care of and trimming of shrubbery annually;
- (iii) The mowing of lawns and any other thing necessary or desirable in the judgement of the Officers of the Association to keep the Village Home Lots neat in appearance and in good order; and
- (iv) The weekly collection of trash.

The Owners of the Village Home Lots shall pay a monthly fee in advance on the 1st day of each month beginning on the 1st day of the month following occupancy of a living unit constructed on a Village Home Lot. The initial monthly fee shall be \$90.00 per month for the first year of occupancy, which monthly fee shall be subject to adjustment from time to time as deemed necessary by the Board of Directors of the Association. The Village Home monthly maintenance fee shall be in addition to all regular annual subdivision assessments.

- (d) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;
- (e) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the common Properties; (ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and (iii) utility installation, consumption and service matters;
- (f) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as seemed appropriate by the lender and the Association;
- (g) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;
- (h) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- (i) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;
- (j) To make available to each Owner within ninety (90) days after the end of each year an annual report;

- (k) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and
- (l) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/ or seek damages from any Owner for violation of such provisions or rules.

3.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

3.03 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

3.04 Liability Limitations. Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

3.05 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

4.01 Personal Obligation for Assessment. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Declarant and/ or the

Association (or to an independent entity or agency which may be designated by the Declarant and/or the Association to receive such monies):

(a) Regular assessments ("Regular Assessments") or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties;

(b) Special group assessments ("Special Group Assessments") for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided; and

(c) Village Home maintenance assessments ("Village Home Assessments") levied against individual Owners of Village Home Lots to reimburse the Association for the costs for providing the additional maintenance to be supplied to Village Home Lots by the Association.

4.02 Assessment Liens: If any assessment remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Declarant and/or the Board, a late charge may be assessed against the non-paying Owner for each month that any portion of an assessment remains unpaid.

4.03 Purpose of Assessments: The Assessments levied by the Association shall be used exclusively for the purpose of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) improving and maintaining Common Areas "A" through "F" as reflected in the Deerfield First Plat; (iii) the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto; (iv) the payment for electricity for exterior lights and the repair, replacement and additions of various items within the Common Properties; (v) the additional maintenance to be provided to Village Home Lots; and (vi) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required from, and the management and supervision of, the Common Properties and the Association.

4.04 Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Declarant and/or the Board, the maximum Regular Assessment shall be Sixty and No/100ths Dollars (\$60.00) per Lot per year due on or before March 30 of each year; commencing March 30, 2001.

(b) The Declarant and/or the Board may establish the maximum annual Regular Assessment for each Lot, provided that the maximum annual Regular Assessment may not be increased more than thirty percent (30%) above the annual Regular Assessment for the previous year unless otherwise approved by the majority of Members of the Association.

4.05 Duties of the Board with Respect to Assessments.

(a) The Board shall prepare an annual budget to meet all projected expenses at least sixty (60) days in advance of the date the Regular Assessment is due.

(b) In the event of a revision to the amount or rate of the Regular Assessment, the Declarant and/ or the Board shall fix the amount of the Regular Assessment against each Lot, and the applicable due date for each assessment, at least sixty (60) days in advance of such date or period, and the Board shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Declarant and/ or the Association.

(c) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

ARTICLE V

USE OF COMMON PROPERTIES

The Common Properties may be used and enjoyed as follows:

5.01 Restrictive Actions by Members. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Declarant and/or the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

5.02 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Declarant and/or the Board. The Declarant and/ or the Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association and/ or Declarant for all damages and costs, including reasonable attorneys fees.

ARTICLE VI

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

The Property (and each Lot situated therein) shall be occupied and used as follows:

6.01 Residential Use. All Lots shall be used for residential purposes only.

6.02 Minimum Floor Space. Minimum standard requirements for square footage of enclosed living space, exclusive of garages, porches, patios, basements, open breezeways or attics, are hereby established for any residence erected on any of the Lots as follows:

- Lots 1 through 20 inclusive - 1,400 square feet of living space
- Lots 28 through 35 inclusive - 1,600 square feet of living space
- Lots 21 through 27 & 56, 57 & 58 - 2,200 square feet of living space
- Lots 36 through 55 inclusive - 1,300 square feet of living space

The Architectural Control Committee shall have absolute and final authority to determine whether the enclosed floor area of a split level or bi-level residence meets the minimum square footage requirements. Variances from the foregoing standards can be obtained only with written authorization of the Architectural Control Committee.

6.03 Roofing. Color and type of any roof must be approved specifically in writing by the Architectural Control Committee.

6.04 Exteriors/Paint. All exterior colors shall be approved by the Architectural Control Committee. All wood exteriors except roofs, shall be covered with not less than the equivalent of two coats of good paint or one coat of good stain. All exterior foundations and walls which are exposed in excess of 12 inches above normal grade shall be painted the same color as the house siding.

6.05 Building Lines. All buildings shall conform to the set back lines as shown on the recorded plat for the Deerfield Subdivision and as established by the ordinances and building codes of the City of Warrensburg, Missouri.

6.06 Fence and/or Wall. All fences, walls, fence materials and wall materials may not extend closer to the street than the front of the house and the plans and specifications must be approved in writing by the Architectural Control Committee; provided however, where a swimming pool is maintained, applicable government codes or insurance codes shall be respected.

6.07 Signs. No signs, advertisements, billboards or advertising structures of any kind that are visible from adjoining Lots or Common Properties may be erected or maintained on or inside structures on any of the Lots; provided, however, that two advertising boards of not more than five (5) square feet may be maintained on each Lot or tract when the residence constructed on said Lot is offered for sale. The only exception being billboard type signage by the Declarant promoting the development of the Deerfield Subdivision.

6.08 Trash, Rubbish and Waste Material. No rubbish, trash, garbage or other waste material shall be kept or permitted or stored on any Lot or on any common Area except in sanitary containers located in appropriate areas concealed from public view and not in front of any dwelling unit.

6.09 Clotheslines or Poles. No clotheslines or poles shall be erected or maintained on any Lot or any of the Common Properties.

6.10 Above Ground Swimming Pool. No above ground swimming pool shall be placed or maintained on any Lot or any of the Common Properties.

6.11 Automotive Repair or Storage. No automotive repair or rebuilding or maintenance or storage, whether for hire or otherwise shall occur on or be conducted on any Lot or any of the Common Properties.

6.12 Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The Declarant, its successors or assigns shall have and do hereby reserve with consent of the Architectural Control Committee, the right to relocate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains and storm sewers, and to give or grant rights of way or easements therefor over and upon any part of said land described herein. Provided no drain or storm sewer may be placed so as to interfere with existing buildings or the proper location of a building on a platted Lot. No water from roof down spouts or surface drainage shall be placed in any sanitary sewer line.

6.13 Additional Dwellings. No trailer, basement, tent, shack, barn or other outbuilding shall be erected or maintained on any property in said subdivision or at any time to be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling or residence shall be occupied until fully completed except as provided for herein. No residence shall be moved from another location to any Lot herein. Utility buildings and detached garages may be erected and maintained if permits are obtained from the appropriate municipal authority and if plans, color and materials (including size and location) are approved in writing by the Architectural Control Committee.

6.14 Fuel Tanks. No tank for the storage of fuel shall be permitted.

6.15 Household Pets/Animals. No animals, reptiles, livestock or poultry may be raised, bred, kept or maintained upon any of the Lots; household pets not to exceed three in number may be kept but must be restrained on a leash or in a fenced backyard, provided that they are not kept, bred, or maintained for any commercial purpose. No dog run, dog house, kennel, or other animal, domestic animal, or household pet, pen, enclosure, housing or shelter facility shall be constructed or maintained upon any Lot unless plans, material, size and location are approved in writing by the Architectural Control Committee.

6.16 Parking. No boat, truck over one-ton, trailer, recreational vehicle, camper, bus, unlicensed vehicle or commercial vehicle shall be parked upon any of the Lots or upon any of the streets in said subdivision except as incidental to construction or repair work being done thereon and no building material of any type, machinery, equipment, graders, diggers or tractors shall be permitted to remain on any of the Lots or in said subdivision except as incidental to construction work being there carried on.

6.17 Offensive Activities. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6.18 Construction Completion Timing. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after the commencement of construction. In event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than necessary to repair or demolish it. These times may be extended with written permission of the Architectural Control Committee.

6.19 Antennas and Aerials. All satellite dishes and other antennas and aerials shall be located inside the attic or under the roof so as to be hidden from view unless authorized by written permission of the Architectural Control Committee.

ARTICLE VII

ARCHITECTURAL CONTROL

7.01 Architectural Control Committee. Architectural control shall be supervised by an Architectural Control Committee ("Committee"). The Committee shall be composed of three (3) individuals selected and approved by Declarant, which Committee and its successors are hereby vested with the full, right and authority to act as such under the provisions of this Declaration. In case of a vacancy by death or resignation, the Declarant shall have full authority to designate a successor. Any two members shall have full power to act for the Committee. The Declarant may assign to the Board of Directors its right to select and approve members of the Architectural Control Committee. The original committee members shall be Weldon Brady, Sandra Russell and Randy Russell.

7.02 Plan Approval. Before any structure or improvement shall be built, altered or placed on any Lot the construction plans and specifications and a plan showing the location and front, sides and back elevations of the structure shall be submitted to and have the written approval of the Committee, as to type of materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In addition to other matters described in this Declaration, exterior colors, roof colors and landscaping plans must be approved by the Committee.

7.03 Variances. No variance granted by the Architectural Control Committee under this Declaration shall be effective unless such variance is permitted by the ordinances of the City of Warrensburg and all necessary authorizations are obtained from the City of Warrensburg with regard to such variance.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Registration With The Association. Each and every Owner shall have an affirmative duty and obligation to originally provide within fifteen (15) days after such Owner acquires one or more Lots and thereafter revise and update, within fifteen (15) days after material change has occurred, various items of information to the Association such as: (a) the full name and address of the Owner; (b) the full name of each individual family member who resides within the residential dwelling of the Owner; (c) the business address, occupation and telephone numbers of each Owner; and (d) such other information as may be reasonably requested from time to time by the Association.

8.02 Common Area. Tracts "A", "B", "C", "D", "E" and "F", as shown on Deerfield First Plat are dedicated and set aside, for the benefit of all the Lot owners subject to right of way requirements granted to the City of Warrensburg.

8.03 Duration. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date herein at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless at any time by instrument in writing signed and acknowledged by the then fee title (not including mortgage, contingent or remainder interests) owners of not less than seventy-five percent (75%) of the Lots in Deerfield - First Plat, or any additions thereto, it is agreed to change, modify, or revoke these covenants and restrictions in whole or in part.

8.04 Amendments. Except as provided in Section 8.03 of Article VIII, the covenants and restrictions of this Declaration may be amended and/or changed in whole or in part, only with the consent of Declarant and sixty percent (60%) of the other Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Johnson County, Missouri.

8.05 Enforcement. Enforcement of these covenants and restrictions shall be a proceeding initiated by Declarant, any Owner, or the Board, against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these covenants and restrictions. Failure by any party to enforce any of these covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party. Further, and with respect to any litigation brought against the Declarant, the Board or any of their members or representatives, arising out of any action, failure to act, or performance or nonperformance of duties imposed hereby, by the Declarant, the Board or their members or representatives, the Declarant, the Board and/ or their members or representatives so sued shall be entitled to recover their reasonable attorneys fees from the person or entity bringing such action against it or them, unless the Declarant, the Board or their members or representatives shall specifically be adjudicated liable to such claimant.

8.06 Imposition of Violation Fines. In the event that any person fails to pay any assessment or cure (or fails to commence and proceed with diligence to completion the work necessary to cure) any

violation of the covenants and restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular delinquency or violation, the Declarant and/or the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed Five Hundred and No/100ths Dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not paid the assessment or commenced the work necessary to cure such violation, the Declarant and/or the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed Five Hundred and No/100ths Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

8.07 Severability. If any one of these covenants or restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining covenants and restrictions shall not be affected thereby.

8.08 Notices To Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the person who appears as an Owner on the records of the Declarant and/ or Association at the time of such mailing.

8.09 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/ or expand the Common Properties (not only geographically but also in terms of the types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should reply.

8.10 Disputes. Matters of dispute or disagreements between Owners with respect to interpretation or application of the provisions (excluding Article VI and issues concerning "substantial completion") of this Declaration or the Association Bylaws, shall be determined by the Declarant and/or the Board. Matters pertaining to Articles VI and issues concerning "substantial completion" shall be determined by the Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

8.11 Assignment of Declarant's Rights. The rights of Declarant hereunder shall be fully assignable by written instrument duly recorded in the real estate records of Johnson County, Missouri.

IN WITNESS WHEREOF, the Declarant herein has placed its signature as of the day and year above written.

VINTAGE CORPORATION,
a Missouri corporation

By Weldon Brady
Weldon Brady, President

ATTEST:

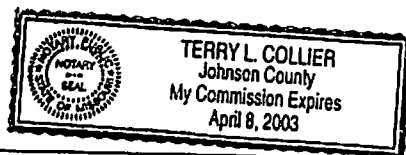
Andrea Russell
Secretary

STATE OF MISSOURI)
) ss:
COUNTY OF JOHNSON)

On this 18 day of October, 1999, before me appeared Weldon Brady to me personally known, who being by me duly sworn did say that he is the President of Vintage Corporation, a Missouri corporation, that the corporation has no seal, that the instrument was signed in behalf of the corporation by authority of its Board of Directors, and Weldon Brady acknowledged the instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Terry L. Collier
Notary Public



My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION:

LOTS

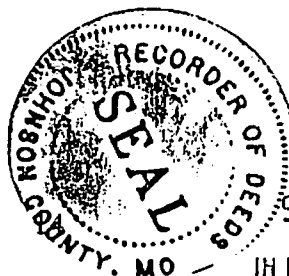
All of Lots 1 thru 58, inclusive Deerfield First Plat, located in Warrensburg, Johnson County, State of Missouri and the final plat recorded and filed in instrument number 229864, plat book 11, page 140-141, October 6, 1999.

COMMON PROPERTIES

Tract " A", Tract "B", Tract "C", Tract " D", Tract "E", and Tract "F" as shown on Deerfield First Plat, located in Warrensburg, Johnson County, State of Missouri and recorded and filed in instrument number instrument number 229864, plat book 11, page 140-141, October 6, 1999.

230581

66008INCORP56008.1



STATE OF MISSOURI
JOHNSON COUNTY
RECORDED

99 NOV -2 AM 8:55

IN BOOK 1202 PAGE 114-127
LAURIE M. FLEIN, RECORDER

BOOK 1702 PAGE 127

Laurie M. Flein

**AMENDMENT NUMBER ONE
TO THE DEERFIELD FIRST PLAT
DECLARATION OF RESTRICTIONS**

This Amendment Number One to the Deerfield Plat Declaration of Restrictions, Lots 1 to 58 Inclusive, made and entered into this 26 day of April, 2001, by Vintage Corporation, a Missouri corporation (hereinafter referred to as Declarant)

WHEREAS, the Deerfield First Plat Declaration of Restrictions, Lots 1 to 58 Inclusive, dated October 18, 1999, recorded in the Office of the Recorder of Deeds of Johnson County, Missouri as Document No.230581 on November 2, 1999 in Book 1702, Pages 114-127; and

WHEREAS, the aforesaid Declaration of Restrictions provide in Article I, Section 1.02, Subparagraph (a) that "Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property..."; and

WHEREAS, Declarant now wishes to add and annex additional real property to the scheme of the Declaration and to designate the minimum square footage applicable to Lots 59 thru 72 inclusive, by filing of record this Amendment Number One which shall constitute a Supplementary Declaration of covenants and restrictions; and

NOW THEREFORE, Declarant does hereby add and annex to the Deerfield First Plat Declaration of Restrictions, the following property: Lots 59 thru 72 inclusive, Deerfield Second Plat, a subdivision of land in the City of Warrensburg, Johnson County, Missouri which was formally platted on the 12th day of March, 2001, and recorded April 6, 2001 as Instrument No. 244253, Plat Book 11, Pages 198-199. Article VI, Section 6.02 of the Declaration of Restrictions is amended to state that the minimum standard requirements for square footage of enclosed living space for Lots 59 thru 72 inclusive, Deerfield Second Plat, is: 1,400 square feet of living space.

Upon recording of this Amendment Number One, Lots 59 thru 72 inclusive, Deerfield Second Plat, shall be subject to the scheme and provisions of the Deerfield First Plat Declaration of Restrictions, as amended herein.

IN WITNESS WHEREOF, the Declarant for itself and its successors and assigns, has placed its signatures of its officers as of the day and year first above written.

VINTAGE CORPORATION,
a Missouri corporation

By Weldon Brady
Weldon Brady, President

ATTEST:

Sandra Russell
Sandra Russell, Secretary

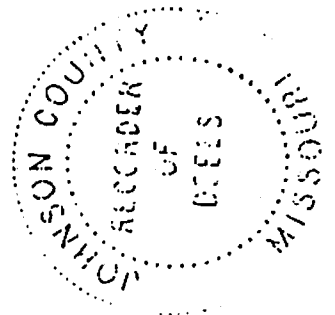
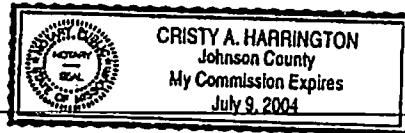
STATE OF MISSOURI)
) ss.
COUNTY OF JOHNSON)

On this 26 day of April, 2001, before me appeared Weldon Brady, to me personally known, who being by me duly sworn did say that he is the President of Vintage Corporation, a Missouri corporation, and that the instrument was signed in behalf of the corporation by authority of its Board of Directors, and Weldon Brady acknowledged the instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public

My commission expires: _____




244863

STATE OF MISSOURI
JOHNSON COUNTY
RECORDED

01 APR 26 PM 2:27

IN BOOK 1852 PAGE 293-294
LAURIE HIEFLIN, RECORDER

DEPUTY 

BOOK 1852 PAGE 0294

Vintage Corp
506 N. McGinn
Ste E

Wb7

263693

STATE OF MISSOURI
JOHNSON COUNTY
RECORDED

02 DEC 13 PM 3:46

IN BOOK 2148 PAGE 40-44
LAURIE HIFFLIN, RECORDER

DEPUTY Laurie Hifflin



*pg. 35-38
Vintage Corp
Holiday Inn
626 E. Russell
W19*

(Space above reserved for Recorder of Deeds certification)

Title of Document: Amendment Number Two to the Deerfield First Plat Declaration of Restrictions

Date of Document: November 28, 2002

Grantor(s): Vintage Corporation, a corporation, Paul Page and Jeanne Page, husband and wife, Arthur W. Potter IV and Lila Mae Potter, husband and wife, and Spies Enterprises, LLC

Grantee(s): Deerfield Homes Association, Inc.

Mailing Address(s):

Grantor: 506 N. Maguire, Suite E
Warrensburg, MO 64093

Grantee: 506 N. Maguire, Suite E
Warrensburg, MO 64093

Legal Description: Lots 1 thru 58, inclusive, Deerfield First Plat; Lots 59 thru 72, inclusive, Deerfield Second Plat; and Lots 73 thru 88, Deerfield Third Plat

Reference Book and Page(s): Document No. 230581, Book 1701, Pages 114-127

(If there is not sufficient space on this page for the information requested, state the page reference where it is contained within the document.)

BOOK 2148 PAGE 040

**AMENDMENT NUMBER TWO
TO THE DEERFIELD FIRST PLAT
DECLARATION OF RESTRICTIONS**

This Amendment Number Two to the Deerfield First Plat Declaration of Restrictions, Lots 1 to 88 inclusive, made and entered into effective the 28th day of November, 2002, by and between Vintage Corporation, a Missouri corporation (referred to herein as "Declarant"), and Paul Page and Jeanne Page, husband and wife, Arthur W. Potter IV and Lila Mae Potter, husband and wife, and Spies Enterprises, LLC, a Missouri limited liability company (referred to herein collectively as "Owners").

WHEREAS, the Deerfield First Plat Declaration of Restrictions, Lots 1 to 58 Inclusive, dated October 18, 1999, was recorded in the Office of the Recorder of Deeds of Johnson County, Missouri as Document No.230581 on November 2, 1999 in Book 1702, Pages 114-127 (the "Declaration of Restrictions");

WHEREAS, the aforesaid Declaration of Restrictions has been amended by: (a) an Amendment Number One to the Deerfield First Plat Declaration of Restrictions, recorded in the Office of the Recorder of Deeds of Johnson County, Missouri as Document No.244863 in Book 18523, Pages 293-294 on April 26, 2001 (the "First Amendment"), whereby Lots 59 thru 72 inclusive, Deerfield Second Plat, were subjected to the terms and conditions of the Declaration of Restrictions; and (b) a Supplementary Declaration of Covenants and Restrictions, recorded in the Office of the Recorder of Deeds of Johnson County, Missouri in Book 2131, Pages 109-111 on November 21, 2002 (the "First Supplement"), whereby Lots 73 thru 88 inclusive, Deerfield Third Plat, were subjected to the terms and conditions of the Declaration of Restrictions (hereinafter, the Declaration of Restrictions, as amended by the First Amendment and the First Supplement, are collectively referred to as the "Restriction" and all terms defined in the Restrictions, shall have the identical meanings when used herein unless such terms are expressly modified or otherwise defined herein);

WHEREAS, Section 8.04 of the Restrictions permits an amendment or change to the Restrictions in whole or in part with the consent of the Declarant and sixty percent (60%) of the owners of Lots in the Deerfield subdivision;

WHEREAS, Declarant and the Owners collectively own in excess of sixty percent (60%) of all Lots in the Deerfield subdivision, as follows:

- Paul Page and Jeanne Page, husband and wife (Lot 55)
- Arthur W. Potter IV and Lila Mae Potter, husband and wife (Lot 38)
- Spies Enterprises, LLC (Lot 40)
- Vintage Corporation (Declarant) (Lots 1, 2, 4, 5, 7, 8, 9, 10, 11, 13A, 14, 16, 17, 18, 19, 22, 23, 24, 26, 36, 37, 39, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 52, 53, 54, 55, 56, 57, 64, 66, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87 and 88)

WHEREAS, Declarant and the Owners have agreed to amend the Restrictions to eliminate (i) the obligation of the Association to provide maintenance services to any living units constructed on the Village Homes Lots (Lot 36 through 55, inclusive) and (ii) the Village Home Assessment to fund such maintenance services.

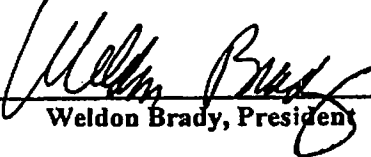
NOW THEREFORE, Declarant and the undersigned Owners do hereby amend the Restrictions effective upon the recording of this Amendment in the Office of the Recorder of Deeds of Johnson County, Missouri, as follows:

1. Sections 3.01 (c) and (d) of Articles III, Section 4.01 (c) of Article IV and Section 4.03 (v) of Article IV are deleted in their entirety.

The Restrictions, as amended hereby, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first above written.

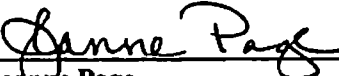
VINTAGE CORPORATION,
a Missouri corporation

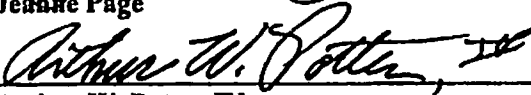
By 
Weldon Brady, President

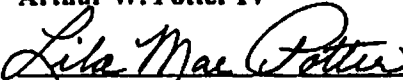

ATTEST:

Sandra Russell, Secretary


Paul Page


Jeanne Page


Arthur W. Potter IV


Lila Mae Potter

SPIES ENTERPRISE, LLC

By: 
Daniel Spies, Authorized Member

By: 
Raquel Spies, Authorized Member

STATE OF MISSOURI)
) ss.
COUNTY OF JOHNSON)

On this 29th day of November, 2002, before me appeared Weldon Brady, to me personally known, who being by me duly sworn did say that he is the President of Vintage Corporation, a Missouri corporation, and that

the instrument was signed in behalf of the corporation by authority of its Board of Directors, and Weldon Brady acknowledged the instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last
above written
SHARON K. BRISCOE
Notary Public - Notary Seal
STATE OF MISSOURI
Johnson County
My Commission Expires: February 17, 2008

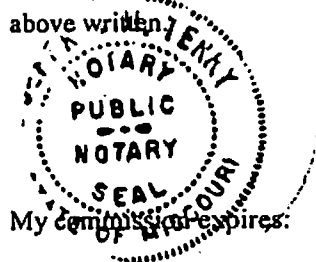
Sharon K. Briscoe
Print or type name SHARON K. BRISCOE

My commission expires: 2/17/2006

STATE OF MISSOURI)
) ss.
COUNTY OF JOHNSON)

On this 3RD ~~NOVEMBER~~ DECEMBER day of ~~November~~, 2002, before me appeared Paul Page and Jeanne Page, husband and wife, to me personally known, who being by me duly sworn did say that they signed the above instrument as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last
above written



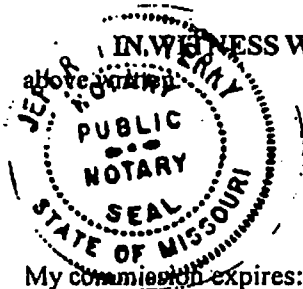
Jeffrey M. Terry
Print or type name JEFFREY M. TERRY

JEFFREY M. TERRY
Notary Public - Notary Seal
STATE OF MISSOURI
Johnson County
My Commission Expires: November 30, 2002- 2006

STATE OF MISSOURI)
) ss.
COUNTY OF JOHNSON)

On this 3RD ~~NOVEMBER~~ DECEMBER day of ~~November~~, 2002, before me appeared Arthur W. Potter IV and Lila Mae Potter, husband and wife, to me personally known, who being by me duly sworn did say that they signed the above instrument as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last
above written



Jeffrey M. Terry
Print or type name JEFFREY M. TERRY

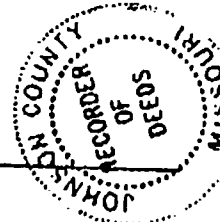
JEFFREY M. TERRY
Notary Public - Notary Seal
STATE OF MISSOURI
Johnson County
My Commission Expires: November 30, 2002- 2006

My commission expires: 11/30/2006

262874

STATE OF MISSOURI
JOHNSON COUNTY
RECORDED

02 NOV 21 AM 11:55

IN BOOK 2133 PAGE 109-111
LAURIE KIFFLIN, RECORDER
DEPUTY *[Signature]*

(Space above reserved for Recorder of Deeds certification)

Title of Document: Supplementary Declaration of Covenants and Restrictions**Date of Document:** November 21, 2002**Grantor(s):** Vintage Corporation, a corporation,**Grantee(s):** Deerfield Homes Association, Inc.**Mailing Address(s):** Grantor: 506 N. Maguire, Suite E
Warrensburg, MO 64093Grantee: 506 N. Maguire, Suite E
Warrensburg, MO 64093**Legal Description:** Lots 73 thru 88, Deerfield Third Plat**Reference Book and Page(s):** Document No. 230581, Book 1701, Pages 114-127

(If there is not sufficient space on this page for the information requested, state the page reference where it is contained within the document.)

BOOK 2133 PAGE 109

*Weldon Brady
519 Edgewood
Wb, Mo*

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

This Supplementary Declaration of Covenants and Restrictions is made and entered into this 21st day of November, 2001, by Vintage Corporation, a Missouri corporation (hereinafter referred to as Declarant)

WHEREAS, the Deerfield First Plat Declaration of Restrictions, Lots 1 to 58 inclusive, dated October 18, 1999, was recorded in the Office of the Recorder of Deeds of Johnson County, Missouri as Document No. 230581 on November 2, 1999 in Book 1702, Pages 114-127 (the "Declaration of Restrictions");

WHEREAS, the aforesaid Declaration of Restrictions has been amended by an Amendment Number One to the Deerfield First Plat Declaration of Restrictions, recorded in the Office of the Recorder of Deeds of Johnson County, Missouri as Document No. 244863 in Book 18523, Pages 293-294 on April 26, 2001 (the "First Amendment"), whereby Lots 59 thru 72 inclusive, Deerfield Second Plat, were subjected to the terms and conditions of the Declaration of Restrictions (hereinafter, the Declaration of Restrictions and the First Amendment are collectively referred to as the "Restriction" and all terms defined in the Restrictions, shall have the identical meanings when used herein unless such terms are expressly modified or otherwise defined herein);

WHEREAS, the Restrictions provide in Article I, Section 1.02, Subparagraph (a) that "Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property..."; and

WHEREAS, Declarant now wishes to add and annex additional real property to the scheme of the Declaration of Restrictions and to designate the minimum square footage applicable to Lots 73 thru 88 inclusive, by filing of record this Amendment Number Two which shall constitute a Supplementary Declaration of Covenants and Restrictions; and

NOW THEREFORE, Declarant does hereby add and annex to the Deerfield First Plat Declaration of Restrictions, the following property: Lots 73 thru 88 inclusive, Deerfield Third Plat, a subdivision of land in the City of Warrensburg, Johnson County, Missouri which was formally platted on the 9 day of SEPT, 2002, and recorded 11-12, 2002 as Instrument No. 262-471, Plat Book 11, Pages 248 Article VI, Section 6.02 of the Declaration of Restrictions is amended to state that the minimum standard requirements for square footage of enclosed living space for Lots 73 thru 88 inclusive, Deerfield Third Plat, is as follows:

- Lots 75, 76, 77 and 78 = 2,200 square feet of living space
- Lots 73, 74, and 79 thru 88 inclusive = 1,400 square feet of living space

Upon recording of this Amendment Number Two, Lots 73 thru 88 inclusive, Deerfield Third Plat, shall be subject to the scheme and provisions of the Deerfield First Plat Declaration of Restrictions, as amended herein.

IN WITNESS WHEREOF, the Declarant for itself and its successors and assigns, has placed its signatures of its officers as of the day and year first above written.

VINTAGE CORPORATION,
a Missouri corporation

By Weldon Brady
Weldon Brady, President

BOOK 2133 PAGE 110

STATE OF MISSOURI

)

) ss.

COUNTY OF JOHNSON

)

On this 21 day of November, 2002, before me appeared Weldon Brady, to me personally known, who being by me duly sworn did say that he is the President of Vintage Corporation, a Missouri corporation, and that the instrument was signed in behalf of the corporation by authority of its Board of Directors, and Weldon Brady acknowledged the instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

SHARON K. BRISCOE
Notary Public - Notary Seal
STATE OF MISSOURI
Johnson County

My Commission Expires: February 17, 2006

Sharon K. Briscoe
Print or type name Sharon K. Briscoe

My commission expires: 2/17/2006