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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALNUT RIDGE ESTATES 2nd PLAT

THIS DECLARATION AND DEDICATION, is made this 5th day of March, 1991, by North Haven East, Inc., a corporation existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, North Haven East, Inc. (hereinafter referred to as "Developer") is the owner of all of the real property described as:

All that part of the Southeast Quarter of Section 2, Township 50, Range 33 in the City of Kansas City, Clay County, Missouri, all that part of Lot 7, TELANE, a subdivision of land in Kansas City, Clay County and all that part of Tracts 4, 5 & 6, COMMISSIONER'S PLAT IN THE CASE OF ELIZABETH RUSSELL, et. al. VS GRACE MARY ROY, a subdivision of land in Kansas City, Clay County, Missouri, described as follows: Commencing at the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 2; thence South 0 degrees 48 minutes 18 seconds West along the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 439.40 feet to the point of beginning of the tract of land herein to be described; thence South 89 degrees 19 minutes 26 seconds East, a distance of 553.00 feet; thence North 0 degrees 48 minutes 18 second East and parallel to the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 165.00 feet to the Southwest corner of Lot 50, WALNUT RIDGE ESTATES, a subdivision of land in Kansas City, Clay County, Missouri; thence South 89 degrees 11 minutes 42 seconds East along the South line of Lots 49 & 50 of said WALNUT RIDGE ESTATES, a distance of 288.0 feet to the Northwest corner of Lot 43 of said WALNUT RIDGE ESTATES thence South 0 degrees 48 minutes 18 seconds West and parallel to the West line of the Southeast Quarter of the Southeast Quarter of said Section 2 and along the West line of Lots 35 thru 43, inclusive of said WALNUT RIDGE ESTATES, a distance of 557.86 feet to the Southwest corner of said Lot 35, also being on the Northerly right of way line of NE. 41st Street; thence South 10 degrees 24 minutes 56 seconds East, a distance of 50.0 feet to the Southerly right of way of NE. 41st Street; thence Northeasterly along the Southerly right of way line of NE. 41st Street along the curve to the right, having an initial tangent bearing of North 79 degrees 35 minutes 04 seconds East and a radius of 170.38 feet, and arc distance of 32.98 feet; thence continuing along the Southerly right of way line of NE. 41st Street. South 89 degrees 19 minutes 26 seconds East, a distance of 85.50 feet; thence South 0 degrees 48 minutes 18 seconds West and parallel to the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 219.31 feet; thence North 89 degrees 19 minutes 26 seconds West, a distance of 472.00 feet; thence South 0 degrees 48 minutes 18 seconds West and parallel to the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance fo 45.0 feet to the Northeast corner of Lot 1, of said TELANE; thence North 89 degrees 19 minutes 26 seconds West along the Northerly line of Lots 1 thru 3, inclusive of said TELANE, a distance of 241.50 feet; thence North 0 degrees 48 minutes 18 seconds East and parallel to the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 264.31 feet to a point on the North line of Lot 7, of said TELANE; thence North 89 degrees 19 minutes 26 seconds West, a distance of 255.5 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 2; thence North 0 degrees 48 minutes 18 seconds East along the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 439.39 feet to the point of beginning.
The above described tract of land contains 13.42 Acres more or less.

(Hereinafter the "Real Property").

WHEREAS Developer has previously recorded an Amended Declaration of Covenants, Conditions and Restrictions for Walnut Ridge Estates filed for record on April 11, 1990 in Book

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1966 at Page 807 in the office of the Recorder of Deeds for Clay County, Missouri, and affecting property known as Walnut Ridge Estates, 1st Plat; and

WHEREAS Developer now desires to, and does hereby, place certain restrictions on the Real Property, as described herein, all of which restrictions shall be for the use and benefit of Developer as the present owner thereof and for its future grantees and assigns, including but not limited to Walnut Ridge Homes Association, a Missouri Not for Profit Corporation, it being Developer's intention to sell, transfer and convey all of the Real Property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth. It is Developer's intention to further divide the Real Property into Lots and other areas all of which will be known and platted as Walnut Ridge Estates 2nd Plat.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors and assigns, and for its further grantees, hereby agrees that all of the Real Property, to be known and platted as Walnut Ridge Estates 2nd Plat, shall be and is hereby restricted as to use in the manner hereinafter set forth, and that any lot or common area, as the same shall be platted on the 2nd Plat of Walnut Ridge Estates, shall be held, transferred, sold, conveyed, and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens as set fort in this Declaration, in order to protect the value, desirability and attractiveness of the same. Said easements, covenants, restrictions and conditions shall run with the Real Property and shall be binding upon all parties having or acquiring any right, title or interest in the Real Property, or any part thereof, and shall inure to the benefit of each Owner thereof. Every conveyance of the Real Property or any portion thereof or any real estate located within Walnut Ridge Estates 2nd Plat, shall be and is subject to these covenants, conditions, charges, liens, restrictions and easements.

ARTICLE ONE

DEFINITIONS

The following words, when used in this Declaration, or any supplemental Declaration, shall have the following meanings:

1.1 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within Walnut Ridge Estates 2nd Plat as the same shall be platted, including contract sellers, but excluding and not referring to those having such interest merely as security for the performance of an obligation, until such excluded person shall have acquired title thereto pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.2 "Association" shall mean and refer to the Walnut Ridge Homes Association, a Missouri Not for Profit Corporation, its successors and assigns.

1.3 "Member" shall mean any member of the Association which shall include and be limited to every Owner.

1.4 "Walnut Ridge Estates 2nd Plat" and "2nd Plat of Walnut Ridge Estates" shall mean and refer to the Real Property (as described above and as the same is platted or shall be platted hereafter).

1.5 "Walnut Ridge Estates" shall refer collectively to the property described in the 1st Plat of Walnut Ridge Estates and the 2nd Plat of Walnut Ridge Estates.

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1.6 "Common Area" shall mean any and all real property (including the improvements thereon) which may hereafter be owned by the Association for the common use and enjoyment of the Owners including, but not limited to, any signs or other improvements which may be erected at the entrances to Walnut Ridge Estates, the storm water management facilities erected as a part of the construction of the subdivision and referred to as "Tract B" on the 2nd Plat of Walnut Ridge Estates, that area designated as "Tract A" on the 2nd Plat of Walnut Ridge Estates and any other area designated as a common area or common property on the 2nd Plat of Walnut Ridge Estates.

1.7 "Lot" shall mean and refer to any plot of land shown upon the recorded 2nd Plat of Walnut Ridge Estates and designated by a particular lot number.

1.7 "Developer" shall mean and refer to North Haven East, Inc., its successors and assigns.

1.8 "Street" shall mean any street, road, drive or avenue of whatever name, as shown on the 2nd Plat of Walnut Ridge Estates (as the same is or may be hereafter recorded).

1.9 "Outbuilding" shall mean an enclosed, covered structure, not directly attached to the residential living unit to which it is appurtenant.

1.10 "Dwelling" shall mean and refer to one single family residential living unit designated and intended for use and occupancy as a residence by a single family.

ARTICLE TWO

PERSONS BOUND BY RESTRICTIONS; PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

2.1 Persons Bound. All persons, corporations, trusts, partnerships or other entities who or which may own or shall hereafter acquire any interest in the above described Real Property or any of the above-described lots hereby restricted, shall be taken to hold and agree in covenant with the Owners of all other said lots, and with their respective successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the maintenance and repair of Dwellings and improvements thereon for a period of time ending on December 31, 2040, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

2.2 Property Subject. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration as of the date of this Declaration is the Real Property described above and which developer intends to develop and plat as Walnut Ridge Estates 2nd Plat.

2.3 Additions to Subject Property. The Developer, its successors and assigns, shall have the right to subject additional land to the terms and conditions of this Declaration at any time, subject to the terms of this agreement. The additions of other land to this Declaration shall be made by filing of record a supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the terms and conditions of the covenants and restrictions of this Declaration to such additional property. Said Supplemental Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants, conditions and restrictions established by this Declaration against the original submitted land.

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ARTICLE THREE

ARCHITECTURAL RESTRICTIONS

3.1 Submission of Plans No Dwelling, or improvement, whether a building, fence, wall, roof or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration thereof (including, without limitation, any change in exterior color or change to any driveway or other paved area) be made until the plans and specifications for the same, showing all construction details including the nature, kind, shape, height, materials, color, floor plans and location of the same, shall have been submitted to and approved in writing by the Developer or its successors or assigns. For these purposes, as well as for the purpose of enforcing all other rights and restrictions herein contained, the Developer may transfer said rights to Walnut Ridge Homes Association, a Missouri Not for Profit Corporation, composed of Owners of all lots in Walnut Ridge Estates. Upon such transfer, the Association shall succeed to the rights of approval or rejection herein granted to Developer. Such approval or denial thereof shall be based upon Developer's opinion as to the suitability and desirable nature of same. In the event the Developer fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been granted.

3.2 Developer Approval Developer shall have the right to deny approval of any plans or specifications so submitted which are not, in its sole opinion, suitable or desirable for aesthetic or any other reasons, and shall have the right to take into consideration the harmony and conformity of the structure with the surrounding structures and the suitability of the same with the surrounding area and topography and the effect of such structure or building as seen from adjacent or neighboring properties. Any subsequent replacements, alteration, repainting or improvements of any building, fence, wall or other structure, also shall be subject to such prior approval of the Developer.

3.3 Minimum Set Back There shall be a minimum set back for any structure constructed on any lot in Walnut Ridge Estates 2nd Plat (as the same is or shall be platted) equal to the minimum set back required by the ordinances and regulations of the City of Kansas City, Missouri.

3.4 Minimum Size No Dwelling shall be constructed on any Lot unless it shall have a minimum living area of 1,000 square feet exclusive of porches, attached garages and decks, balconies, and unfinished basement areas.

3.5 Owner to Obtain Permits Upon the approval by Developer of any duly submitted plans and specifications, the Owner submitting same shall secure all required permits and approvals by the applicable governmental agency authorized to issue same.

3.6 Time of Construction Construction or alterations in accordance with plans and specifications so approved shall be commenced within two (2) months following the date upon which the same are approved, and shall be substantially completed within six (6) months following the date of commencement or within such longer period as the Developer shall specify in its approval. In the event construction is not commenced and completed respectively within said periods, then such approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article Three shall again be required. There shall be no deviation from plans and specifications so approved without the prior written consent of Developer. Approval of any plans, specifications or designs for use on a particular lot shall not be construed as a waiver of the right of the Developer to disapprove such plans and specifications or any elements or features thereof in the event such plans and specifications are

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subsequently submitted for use upon any other Lot or Lots. Notwithstanding the foregoing, exterior painting and the erection or change to a fence must be commended within thirty (30) days of approval thereof and completed within sixty (60) days of such approval.

3.7 Violation of Article In the event any building, fence, wall or other improvements or structure or painting thereof shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Developer required herein. Upon written notice from the Developer, such building, fence, wall or other structure or improvements shall be promptly removed or returned to its former status or such work completed in accordance with approved plans and specifications. In the event the same is not so removed and returned to its former status, or the violation is not otherwise corrected or terminated within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Developer shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be delivered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot. The Developer shall have the further right, through its agent, or employees to enter upon and inspect any Lot or Dwelling at any reasonable time for the purpose of ascertaining whether any violation of any of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot or, in or on such Dwelling; and neither the Developer nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE FOUR

USE

4.1 Single Family Residence Use Only None of the Lots hereby restricted may be improved, used or occupied for other than private residence purposes. Any building erected or maintained on any of the Lots hereby restricted shall be designated for occupancy as a single family living unit. No business of any nature shall be conducted on any Lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, provided, however, that the Developer reserves the right to maintain a residential real estate sales office upon any of the Lots owned by it for the purpose of promoting, advertising for sale, showing, and selling Lots.

4.2 Storm Water Management That area designated as "Tract B" on the 2nd Plat of Walnut Ridge Estates as the same shall be recorded shall be used exclusively for storm water management.

4.3 Prohibited Uses in General No noxious or offensive activity may be carried on or permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; nor shall any part of the premises be used for business, professional, commercial, religious or institutional purposes, provided, however, the foregoing restrictions shall not apply to the business activities or the construction and maintenance of residential buildings by the Developer, its successors or assigns, in furtherance of its powers and purposes as herein set forth.

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4.4 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other Outbuildings shall be placed upon or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.

4.5 Outbuildings Prohibited. No building or other detached structures appurtenant to the residence may be erected or placed upon any of the Lots hereby restricted without the prior consent in writing of the Developer, its successors or assigns.

4.6 Sodded Yards. The entire front yard and side yards of every Lot shall be sodded with grass. Any other areas of the Lot shall be sodded or seeded at the earliest possible time.

4.7 Signs. No sign of any kind shall be displayed to the public view on any Lot, other than one professional sign for the sole purpose of advertising a Lot for sale or rent. This restriction shall not apply to the activities of Developer, its successors or assigns, in furtherance of its powers and purposes herein set forth and shall further not apply to any signs which Developer may erect from time to time for purposes of identifying the Real Property as Walnut Ridge Estates. An entrance sign for Walnut Ridge Estates shall be constructed on that part of the Real Property identified as "Tract A" on the 2nd Plat of Walnut Ridge Estates.

4.8 Animals - Pets. No animals, livestock, fish, poultry or birds of any kind shall be raised, bred or kept on any Lot; except that dogs, cats or other commonly accepted household pets may be kept in reasonable numbers provided that such pets are not kept, bred or maintained for any commercial purposes.

4.9 Garbage and Refuse Disposal. Trash, garbage or other waste shall not be kept on any Lot except in containers, which containers shall be kept in a closed garage or storage area, screened from the view of neighboring Lots until the date of pick-up thereof. All such containers shall be kept in a clean and sanitary condition. No rubbish, trash, garbage or other materials shall be burned on any Lot or any adjacent land or streets. Incinerators of every kind shall be prohibited.

4.10 Above-Ground Swimming Pools Prohibited. No above-ground swimming pool may be maintained on any of the Lots.

4.11 Automobile Repairing and Storage of Automobiles, Boats, Trailers, and other Vehicles. No automotive repair or re-building or any other form of automobile manufacture, whether for hire or otherwise, shall occur on any of the Lots hereby restricted except that automotive repairs on non-commercial basis and not for hire may be conducted in any enclosed garage built on any Lot and permitted under other provisions of these restrictions. Boats, trailers, mobile homes, trucks larger than one ton and like vehicles shall not be stored or parked on any Lot or on any adjacent street, except for temporary loading or unloading. No vehicle, boat, aircraft, trailer or other means of transportation, storage or transport shall be kept at any time on any portion of a Lot except upon the paved driveway thereon and in the garage thereon.

4.12 Antennas. No radio or television antenna, satellite or other dish, disc or other receiving or transmitting device shall be affixed to or placed upon an exterior wall or roof of a unit, nor placed free-standing on any Lot, without the prior written consent of the Developer, its successors or assigns.

4.13 Bicycles, Tools & Toys. Bicycles, tricycles, tools, toys and other personal property shall be properly stored in a garage or other area out of sight of adjoining Lots except when being used.

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ARTICLE FIVE

PROPERTY MAINTENANCE

5.1 Duty to Maintain Subject to the terms and conditions hereof, each Owner shall maintain his or her Lot and Dwelling in a good state of repair, care and maintenance, including, but not limited to, the paint, trees, shrubs, grass and other landscaping, driveways, rooves, gutters, downspouts, and exterior surfaces of such Dwelling, including any necessary repairs or replacements. By way of illustration, and without intending in any way to limit the foregoing, no grass or other ground cover shall be permitted to grow more than six (6) inches high before same is properly mowed and no exterior paint shall be allowed to peel or chip before the same is repainted. The provisions of this Article may be enforced under any other provisions of this instrument. Subject to the terms and conditions hereof, each Owner shall be responsible for the upkeep, maintenance, repair and care of the interior of his or her Dwelling and his or her patio area, if any, and for the upkeep, maintenance, repair and care of all other areas, features or parts of his or her Lot and Dwelling.

5.2 Duty to Maintain Storm Water Management Facility Developer, its successors and assigns shall maintain all storm water management facilities erected on the Real Property, specifically including that area designated as "Tract B" on the 2nd Plat of Walnut Ridge Estates (hereinafter "Tract B") as the same shall be recorded. "Tract B" shall be maintained in accordance with the plans and specifications provided by Aylett Survey Company. The maintenance of said Tract B shall include the maintenance of an earthen basin with sodded side slope, 46 linear feet of 18 inch reinforced concrete pipe with orifice plate, concrete cutoff collar, 100 linear feet of rip rap and a drop inlet, all in accordance with plans proposed by Aylett Survey Company.

ARTICLE SIX

EASEMENTS

6.1 Blanket Utility Easements. There is hereby created a blanket easement in favor of the Developer, its successors and assigns, and the providing utility or service company or entity upon, across, over and under all existing utility lines as now installed, or installed as a part of the original construction, repair or rehabilitation of the any dwelling upon any Lot, or replacement thereof. Said easement shall be ten feet (10') in width and extend five fee (5') on each side of the utility line as so installed. There is hereby created a further blanket easement upon, across, over and under the above submitted land, for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephone, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, in and under the rooves and exterior walls of said buildings. No sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said premises except as initially programmed or as hereafter approved by the Developer, its successors or assigns. This easement shall in no way effect any other recorded easement on said premises.

6.2 Easements for Ingress and Egress. Developer hereby establishes and reserves to itself, its successors and assigns, and hereby grants and dedicates to each Owner of any Lot subject to this Declaration, an easement of ingress and egress to and from their respective Lot and to a public street.

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ARTICLE SEVEN

DAMAGE OR DESTRUCTION OF PROPERTY

7.1 Repair Obligation. In the event any Dwelling or other structure is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or family members, or in the event any Owner fails to comply with the obligations of maintenance, care, replacement or additions set forth in Articles Five or Seven of this Declaration, such Owner shall, within sixty (60) days from the date of the Notice from the Developer correct the default described in the Notice concerning such obligation to repair or rebuild or properly maintain said Lot and Dwelling in a good and workmanlike manner and in substantial conformance with the original plans and specifications used in the construction thereof. In the event such Owner refuses or fails to so repair or rebuild or properly maintain so as to correct the default described in the Notice within said 60 day period, Developer, its successors and assigns, is hereby irrevocably authorized by such Owner to repair or rebuild any such building and/or adjacent property or properly maintain the same in a good and workmanlike manner in substantial conformance with the original plans and specifications thereof. The Owner shall then repay the Developer, its successors or assigns, the amount actually expended for such repairs, rebuilding or maintenance.

7.2 Lien Rights. Each Owner further agrees that any such charges for repairs or other expenditures, under Article Seven, paragraph 7.1, if not paid in full within ten (10) days after completion of the work and billing to the Lot Owner, shall be delinquent and shall become a lien upon said Owner's Lot and Dwelling, until the total amount is fully paid. Said charges shall bear interest form the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate of interest permitted under applicable law, whichever is less. The amount of principal and interest owed by said Owner to the Developer, its successors or assigns, shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Missouri.

7.3 Legal Proceedings. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Developer, its successors or assigns, or its agents, the right and power to bring all actions against such Owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including those specified above or otherwise allowed by the laws of the State of Missouri to Developer.

7.4 No Effect on Insurance Policies. Nothing contained in his Article Seven shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies of insurance had this Article Seven not been included herein.

7.5 Arbitration of All Disputes. In the event of a dispute between any one or more Owners and the Developer, its successors or assigns, or two or more Owners with respect to any obligations of the Owners under any sections of this Declaration, then upon written request of the Owner(s) involved or the Developer, its successors or assigns, addressed to the other party to such dispute, and to the Developer if it not be a party to such dispute, the matter shall be submitted to three arbitrators, one chosen by each of the parties to such dispute and the third chosen by the two first arbitrators so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon each of the parties to such dispute, who shall share the cost of such arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

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ARTICLE EIGHT

COMMON AREA

8.1 Use. Subject to the provisions of this article, every Owner shall have a right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to ownership of any Lot.

8.2 Title to Common Area. The Developer may retain the legal title to the Common Area until such time as it has completed any desired improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Area, subject to utility easements, rights or easement of ingress and egress to any Lot and to reservations and restrictions of record, but free of any mortgage, deed of trust or like encumbrance, to the Association not later than January 1, 1996. The Association shall accept the conveyance of Common Area at the time conveyed by Developer.

8.3 Storm Water Control Upon approval of the 2nd Plat of Walnut Ridge Estates by all appropriate governmental authorities, and following the recording of the same, Developer shall, in connection with the development and construction of Walnut Ridge Estates, construct on that property described as "Tract B" on the 2nd Plat of Walnut Ridge Estates, a storm water control facility including an earthen basin with sodded side slope, 46 linear feet of 18 inch reinforced concrete pipe with orifice plate, concrete cutoff collar, 100 linear feet of rip rap and a drop inlet, all in accordance with plans proposed by Aylett Survey Company.

8.4 Extent of Owner Easements. The right and easements of enjoyment created hereby as to the Common Area shall be subject to the right of the Developer and of the Association to assign or convey sewage, water, drainage, and other easements over, through or under all or any part of such Common Area and subject to any requirement of any governmental authority regarding the continued maintenance of the storm water control facility.

8.5 Mortgage or conveyance of Common Area. With the exception of the conveyance of the Common Area from Developer to the Association, the Common Area may be mortgaged or conveyed only upon the approval of the 2/3 of the Owners.

ARTICLE NINE

MEMBERSHIP IN HOMES ASSOCIATION

9.1. Membership. Every Owner of a Lot which is subject to assessment hereunder shall, upon becoming an Owner of any Lot, be a member of the Association ("Member" herein). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to such assessment.

9.2. Voting Rights. The Association shall have two classes of voting membership as set forth in the articles of incorporation of the Association:

> Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Class A Members. The vote for such Lot shall be executed as such joint Owners may determine, but in no event shall more than one vote be cast per Lot.

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Class B. The Class B Member(s) shall be the Developer and shall be entitled to ten votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership are equal to the total votes outstanding in the Class B Membership, or

(b) on January 1, 1995.

ARTICLE TEN

COVENANT FOR MAINTENANCE ASSESSMENTS

10.1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within Walnut Ridge Estates 2nd Plat, hereby covenants, and each Owner by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an annual assessment or charges, and (2) special assessments for capital improvements, both types of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and, to the extent allowed by law, reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which any such assessment is made. Each such assessment, together with interest at the highest legal rate therefor, costs and, to the extent allowed by law, reasonable attorney's fees arising out of the efforts in collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

10.2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Walnut Ridge Estates, for the improvement and maintenance of any Common Area, including, but not limited to, the establishment of adequate reserve funds for taxes, maintenance, repairs and replacement of any portions or elements of the Common Area, and for such other purposes as the Association shall deem just and proper.

10.3. Amount of Annual Assessments. Until the Common Area is conveyed by the Developer to the Association, there shall be an annual assessment of $30.00 per Lot per year. From and after the conveyance of the Common Area by the Developer to the Association, the annual assessment shall be set by a vote of the Members as hereinafter provided or as provided in the by-Laws of the Association. Assessments may be paid in semiannual installments or as the Association may otherwise determine.

10.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

10.5. Notice and Quorum For Any Action Authorized Under Article Ten. Written Notice of any meeting called for the purpose of taking any action authorized under Article Ten hereof, shall be sent to all Members, not less than ten (10) days nor more than thirty (30) days in

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advance of the date set for the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast two-thirds (2/3) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than forty five (45) days following the preceding meeting.

10.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or such other basis as the Association may determine.

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10.7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot to an Owner other than Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association.

10.8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien therefor against the Property. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

10.9. Subordination of the Lien to Mortgages. The lien of the assessment as provided for herein shall be subordinate to the lien of any first mortgage and shall not by reason hereof constitute a default under any such first mortgage. Sale or transfer of any Lot shall not effect the assessment lien; provided however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment which thereafter becomes due or from the lien thereof.

ARTICLE ELEVEN

ASSUMPTION OF RIGHTS OF DEVELOPER

11.1 It is contemplated that Developer will, at a point in time not later than that time when its membership in the Association is converted to Class A, as described above, or on January 1, 1996, which ever first occurs, assign to the Association, its rights to Architectural Control, its rights to enforce maintenance and repair obligations, and its other rights all as set out above. Said assignment shall not require acceptance by an affirmative act of the Association or its Members, and may not be refused by the association, but rather shall be deemed accepted when a written instrument executed on behalf of Developer, its successors or assigns, purporting to effectuate such an assignment is filed of record in the office of the Recorder of Deeds of Clay County, Missouri. The rights, duties and obligations assigned by such writing shall inure to the benefit of, and be binding upon, the Association from and after the effective date of such writing so filed of record.

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ARTICLE TWELVE

EXERCISE OF AUTHORITY HEREUNDER

12.1 Except as otherwise specifically set forth hereunder, the rights of the Association hereunder, and its rights under the Restrictions when assigned to it, shall be exercised by two-thirds (2/3) of the total votes which could be cast by its Members present at a duly called and convened meeting thereof at which a quorum is present.

ARTICLE THIRTEEN

GENERAL PROVISIONS

13.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, the duties, charges, covenants and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any duty or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter. The covenants, conditions, charges, liens, reservations, easements and restrictions contained herein shall run with the land and shall be binding upon all persons purchasing, owning, leasing subleasing or occupying or otherwise having any interest in any Lot in Walnut Ridge Estates, their heirs, executors, administrators, successors, grantees and assigns. All instruments of conveyance of any interest of all or any part of any Lot or Lots may contain the restrictions herein by reference to this instrument. The terms and conditions of this instrument shall be binding upon all persons affected by its terms, regardless of whether any reference is made to this instrument in the deed or other instrument of conveyance of any Lot or Lots. Enforcement hereof shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenants, either to restrain violation, or to recover damages or for both restraining and recovery of damages; provided, however that a violation of these Restrictions, or any one or more of them, shall not affect the lien of any mortgage now of record or which may hereafter be placed of record upon any Lot or any part thereof. In the event the Developer, its successors or assigns, employs an attorney or attorneys to enforce any lien or the collection of any amounts due pursuant to his Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the Owner or Owners or other parties against whom the action is brought, to the extent allowed by law, shall pay all reasonable attorney's fees and costs thereby incurred by any such enforcing party prevailing in any such action. Nothing herein shall be deemed to indicate or construed to mean that damages at law constitute an adequate remedy for violation of a restriction herein.

13.2. Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, sections or articles hereof or any one of the duties, charges, covenants or restrictions herein contained shall not affect the remaining portions of this instrument or any part hereof, all of which are included herein conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, sections or Articles contained herein should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections or Article or Articles had not been included herein.

13.3 Waiver. The waiver of, or failure to enforce, any breach or violation or threatened breach or violation of any covenant, condition or restriction herein contained shall not be deemed to be a waiver or abandonment of same, or a waiver of the right to enforce any subsequent breach or violation of same. The foregoing shall apply regardless of whether any

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person affected hereby (or having the right to enforce same) had knowledge of the breach or violation. No covenant, condition or restriction contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such restrictions as provided herein.

13.4 Equal Treatment of Owners. These restrictions shall be applied equally to all Owners without discrimination.

13.5 Gender. The singular, wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

13.6 Topical Headings. The marginal or topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Articles or sections of this Declaration.

13.7 Approval by FHA or VA So long as there is a Class B Member in the Association, the following actions shall require the approval of the Federal Housing Administration of the Veterans Administration: Annexation of additional properties, declaration of common areas or amendment of these Declarations of Covenants, Conditions and Restrictions.

ARTICLE FOURTEEN

DURATION OF RESTRICTIONS - AMENDMENT

14.1 Duration / Renewal Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 31, 2040, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the Owners of the fee simple title to more than two-thirds (2/3) of the Lots hereby specifically restricted, may amend this Declaration and, following the expiration of the original term hereof, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Recorder of Deeds of Clay County, Missouri, *PROVIDED HOWEVER* that the duty to maintain that portion of the Real Property identified as "Tract B" on the 2nd Plat of Walnut Ridge Estates as the same shall be recorded shall continue and shall be binding on the Owner or Owners of the Real Property unless any amendment or modification of the duty to maintain said "Tract B" shall be approved in writing by the City of Kansas City, Missouri.

IN WITNESS WHEREOF the undersigned has executed this document as the duly authorized free act and deed of North Haven East, Inc. the day and year above first written.

NORTH HAVEN EAST, INC.

By: _____
President

Attest:
_____
Secretary

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STATE OF Missouri)
) ss.
COUNTY OF Clay)

BE IT REMEMBERED, that on this 6 day of March, 1991, before me, the undersigned, a Notary Public, came Ben Rose and Susan Rose, who are personally known to me to be the President and Secretary of NORTH HAVEN EAST, INC., a Missouri corporation and who are personally known to me to be the same persons who executed the within instrument on behalf of said NORTH HAVEN EAST, INC., and duly acknowledged the execution of the same to be the free act act and deed of said NORTH HAVEN EAST, INC.

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:
February 1995

Missouri
Clay County
My Commission Expires Feb. 14, 1995

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STATE OF MO
CLAY COUNTY
FILED FOR
RECORD
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