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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ROCK HILL

THIS DECLARATION, made on the date herein after set forth by TRAVIS J. GRAHAM AND MAQUAL R. GRAHAM, Husband and Wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Independence, county of Jackson, State of Missouri, which is more particularly described as:

Lots 1 thru 36 & Tracts A-C ROCK HILL,
a subdivision in Independence, Jackson County,
Missouri according to the recording plat thereof.

AND WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations, liens and charges on said property, as set forth, and such other property as may subsequently be subjected hereto, for the use and benefit of Declarant, its grantees and assigns;

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the environment, values, and amenities in said property, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has incorporated or caused to be incorporated or will cause to be incorporated, under the laws of the State of Missouri the ROCK HILL HOME OWNERS ASSOCIATION, INC., as a not-for-profit corporation for the purpose of exercising the functions aforesaid;

NOW WHEREAS, Declarant hereby declares that all of the property described above and any property subsequently annexed by separate Declaration hereto, shall be held, sold and

conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to the Home Owners Association, Inc., its successors and assigns.

SECTION 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members or the Association.

SECTION 3. "Declarant" shall mean and refer to Travis J. Graham and Maqual R. Graham, their successors and assigns.

SECTION 4. "Improved Property" shall mean a single tract consisting of one or more contiguous lots on which a residence has been constructed or is in the process of being constructed thereon, as of January 1 of any calendar year.

SECTION 5. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Property excepting the Common Area.

SECTION 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

SECTION 7. "Member" shall mean and refer to every person or entity who hold membership in the Association.

SECTION 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

SECTION 9. "Mortgage" shall mean a conventional mortgage or a deed of trust.

SECTION 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any Lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 11. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and these restrictions, as hereinafter provided.

SECTION 12. "Unimproved Property" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonable related to the general welfare of the Owners and occupants within the Property or the portion thereof affected by same.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. If within ten (10) years of the date of this Declaration, the Declarant should develop additional lands within the immediate vicinity of and contiguous to, or immediately adjacent to a public road or area which is contiguous to, the heretofore described land subject to this Declaration, or other land hereafter annexed to the heretofore described land, such additional lands may be annexed to said property by the unanimous vote of Class B members without the assent of any member other than the Declarant.

SECTION 2. Following the period set forth in the preceding section, annexation of additional property to be made subject to these restrictions shall require the assent of two thirds (2/3) of all Class A votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

ASSOCIATION MEMBERSHIP

Every person or entity that is record owner of a fee or undivided fee interest in any Lot which is subject to covenants or record, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to covenants or record. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member shall be the Declarant. Class B members shall be entitled to twelve (12) votes for each Lot in which it holds the interest required for membership by Article III. Class B membership shall cease to exist when Declarant holds no interest in any Lot or Declarant may convert to Class A membership, as to any Lots, at the option of Declarant, by delivery of a written notice to the President of the Association.

ARTICLE V

POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

- (1) To enforce, in its own name, any covenants, conditions or restrictions which any now or may hereafter be imposed upon any of the property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.
- (2) To provide for the plowing and removal of snow from the sidewalks and streets.
- (3) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places or in the common areas.
- (4) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the members.
- (5) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of members of this Association, gateways, entrances or other features.

(6) To provide for the establishment, operation and maintenance of parks, playgrounds, community center, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners, or to which all such owners have access and use thereof; and to provide for the maintenance of natural water courses within the property.

(7) To erect and maintain signs for the marking of the streets.

(8) To provide for all general items of use, maintenance and repair on or over the common areas.

(9) To provide for additional police service by special arrangements with State, City or County authorities.

(10) To obtain fire insurance covering the full insurable replacement value of the common area with extended coverage.

(11) To obtain liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

(12) To obtain worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.

(13) To obtain a standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

(14) To mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds, and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

(15) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it and such taxes as may be assessed against the common areas. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

(16) To enter into such agreements with other Homes Association, municipalities, political subdivision, individuals and corporations in order to implement the purposes of the Association and to provide such improvements for the benefit of the owners and members of this Association within the purview of this Declaration.

ARTICLE VI

PROPERTY RIGHTS

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Every Member shall have a right of ingress and egress and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association, in accordance with its Articles and By-Laws to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property;
- (c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any Member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer;
- (e) The right of the Association to make reasonable rules, regulations and conditions and impose reasonable restrictions upon the use and enjoyment of Common Areas for the benefit of all Members, their guests and assigns.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

SECTION 3. TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, but subject to easements and right created by this or similar instruments, at such time as the Declarant may wish to make such a conveyance, from time to time.

SECTION 4. DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNER. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot or other land of said Owner.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the Owner or Owners of such property at the time when the assessment, fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvements and maintenance of the Property, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials, management and supervision of the Common Area, and for the maintenance, repair and services listed in Article V hereof, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Property and Common Area, or which is general benefit to the Owners and occupants.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$180.00) per improved Lot and NINETY AND NO/100 DOLLARS (\$90.00) per unimproved Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two immediately preceding calendar years;
- (b) From and after January 1 of the year immediately following the of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of

days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis if the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation;

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 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 the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of 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 60 days following the preceding meeting.

SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the original conveyance of each such Lot by Declarant. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors 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 Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Ten percent (10%) per annum. The Association may bring an action at law against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or prior to a conveyance to the mortgages or holder of the deed of trust in lieu of foreclosure. Such sales or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

SECTION 9. EXEMPT PROPERTY. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII

ARCHITECTURAL CONTROL

→ SECTION 1. CONDITIONS. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Declarant, so long as the Class B membership continues to exist, except as otherwise expressly provided in this Declaration. No building, fence walls, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of the Declarant, so long as the Class B membership continues to exist.

SECTION 2. THE ARCHITECTURAL REVIEW BOARD. An Architectural Review Board consisting of three or more persons shall fulfill the functions of the Declarant as set forth in this Article VIII at such time as the Class B membership shall cease to exist. Such Board shall be appointed by the Board of Directors of the Association.

→ SECTION 3. PURPOSE. The Declarant or the Architectural Review Board as applicable, shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

SECTION 4. PROCEDURES. In the event the Declarant fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors. No appeal may be taken from a decision of the Declarant.

Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors. No appeal may be taken from a decision of the Declarant.

ARTICLE IX

USE RESTRICTIONS

→ SECTION 1. USE OF THE LAND. None of said Lots 1 thru 38 may be improved, used or occupied for other than private ~~single family residential purposes~~ (except for model homes used by the Declarant) and no flat or apartment house, although intended for residential purposes, may be erected thereon. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as residence, either temporary or permanently. No Lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Notwithstanding any other provisions of this Article, it shall be expressly permissible for the Declarant and its contractors and subcontractors to maintain, during the period of construction of any improvements upon any Lot, such facilities as in the sole opinion of the Declarant may be reasonable required, convenient or incidental to the construction of such improvements.

SECTION 2. HEIGHT LIMITATION. Any residence erected on any of said lots shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said lots with the written consent of the Declarant or the Architectural Review Board, after its appointment

SECTION 3. MINIMUM SIZE REQUIREMENTS. No residence shall be erected having a ground floor square foot area of less than 1,400 with a basement garage, raised ranch type, 1,200 square feet with an attached garage or 1,000 square feet with an attached garage and a second level above ground unless approved by the Declarant or the Architectural Review Board.

SECTION 4. ABOVE GROUND POOLS PROHIBITED. No above ground swimming pools shall be erected, installed, constructed and or maintained by an owner on any Lot, other than an entirely portable and movable wading pool.

SECTION 5. BUILDING LINES. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map. Declarant reserves the right to permit the construction of a dwelling on said property on any lot two feet nearer to any street line which abuts such lot by executing and recording a proper instrument in writing changing the building setback line.

→ SECTION 6. GARAGES. No residence shall have less than two (2) garages, which may be attached or basement garages. All driveways shall be poured concrete and shall extend to the curbside of the street upon which the premises fronts, unless approved by the Declarant or the Architectural Review Board.

SECTION 7. ROOFING MATERIAL. All roofs shall be weathered wood blend composition shingles unless otherwise approved by the Declarant or the Architectural Review Board.

SECTION 8. COMMERCIAL ACTIVITY PROHIBITED. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Declarant for the sale of new construction by the Declarant or other builders.

SECTION 9. UNCOMPLETED STRUCTURES. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed.

→ SECTION 10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Declarant as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 11. NUISANCES. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

SECTION 12. UTILITIES. Water, gas, electricity, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land.

SECTION 13. NEW CONSTRUCTION. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

SECTION 14. ANIMALS PROHIBITED. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the Owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the Owner thereof or a member of his family. No dog pens or dog runs permitted.

SECTION 15. ADVERTISING PROHIBITED. No advertising signs (except one of not more than nine (9) square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly object, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or

unreasonable disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures by the Declarant or other builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

→ SECTION 16. SCREENING REQUIRED. All equipment, trash cans, garbage cans, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

SECTION 17. ANTENNAS PROHIBITED & SATELLITE DISHES PROHIBITED. No exterior television or radio antennas or satellite dishes, except for 18" diameter DSS dish attached to house.

SECTION 18. STORAGE TANKS. No tank for the storage of fuel may be maintained on any Lot.

SECTION 19. AUTOMOTIVE REPAIR PROHIBITED. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

→ SECTION 20. PARKING & STORAGE OF VEHICLES PROHIBITED. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or trailer shall be regularly parked in the open on any Lot or at the curb and in any event not more than 12 hours at any one time.

SECTION 21. TRASH. No trash, refuse, grass clippings or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property.

SECTION 22. FENCING. All fencing shall be wood, any other material must be submitted to the Declarant or the Architectural Review Board for approval.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these Covenants. Any such action may be initiated by the Declarant, any Owner, or the Homes Association created and referred to herein. Failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

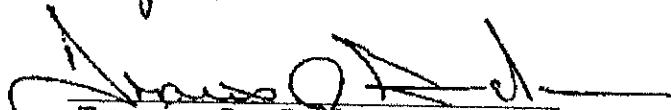
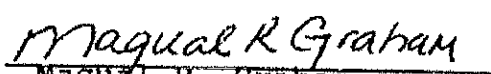
SECTION 3. AMENDMENTS. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less that seventy-five (75) percent of the Class A and B votes combined, and thereafter, by an instrument signed by members entitled to cast not less that two-thirds (2/3) of all votes.

Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in Jackson County, Missouri, in the Recorder's Office in Independence.

SECTION 4. NOTICES. Any notices required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

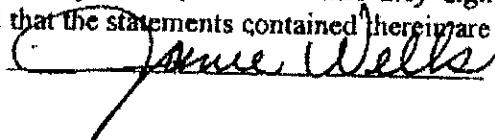
SECTION 5. LANGUAGE VARIATION. The use of pronouns or of singular of plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have caused this instrument to be executed this 29th day of April 1998.


Travis J. Graham

Maqual R. Graham

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

I, the undersigned notary public, do hereby certify that on this April 29 day of April, 1998, before me personally appeared TRAVIS J. GRAHAM and MAQUAL R. GRAHAM, who being by me first duly sworn, declared that they signed the foregoing instrument as their free act and deed, and that the statements contained therein are true.



My Commission Expires:

JANIE WELLS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Comm. Expires July 15, 2002