

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/22/2004 03:28:13 PM

INSTRUMENT TYPE: REST FEE: \$72.00 18 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

200410108499

ROBERT T. KELLY, DIRECTOR OF RECORDS



ALSO 40058

COVER SHEET
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS FOR DaLINDA ESTATES

STEWART TITLE

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1. **Title of Document:** DECLARATION COVENANTS, CONDITIONS & RESTRICTIONS FOR DaLINDA ESTATES
2. **Date of Document:** November 11, 2004
3. **Grantor:** Pemberton & Ragan Construction, L.L.C. and Sunday-Kreisel Homes, Inc.
4. **Grantor's Address:** 806 W. Main Street, Greenwood, MO 64034
5. **Grantee:** DaLinda Estates
6. **Legal Description:** See Exhibit A of document

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR DaLINDA ESTATES**

THIS DECLARATION is made on the 11th day of November, 2004, by Pemberton & Ragan Construction, L.L.C., a Missouri limited liability company, its successors or assigns, and Sunday-Kreisel Homes, Inc., a Missouri corporation, and its successors or assigns (hereinafter collectively referred to as "Declarants.")

ARTICLE I -

DEFINITIONS

- Section 1. "Association" shall mean and refer to DaLinda Estates Homeowners Association, Inc., a Missouri not-for-profit corporation, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Properties" shall mean and refer to that certain real property legally described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area.
- Section 5. "Declarants" shall mean and refer to PEMBERTON & RAGAN CONSTRUCTION, L.L.C., its successors and assigns, and/or SUNDAY-KREISEL HOMES, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from either Declarant for the purpose of development

ARTICLE II -

MEMBERSHIP AND VOTING RIGHTS

- Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarants, 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 members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarants and shall be entitled to twenty (20) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when neither Declarant owns more than five percent (5%) of the Lots restricted by this Declaration or such earlier time as Declarants convert to Class A membership in writing to the Association.

ARTICLE III -

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants hereby covenant that each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, 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 established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner 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 to promote the recreation, health, safety and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1, 2006, the maximum annual assessment shall be Four Hundred and 00/100 (\$400.00) Dollars per Lot. After January 1, 2006, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. After January 1, 2006, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. 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, including fixtures and personal property related thereto, or for any other purpose approved by two-thirds (2/3) of the membership of each class, provided that any 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. Quorum for Any Action Authorized under Sections 3 and 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent 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 requirements, 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 sixty (60) days following the preceding meeting.

Section 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 a monthly or yearly basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots in Phase I on the first day of January, 2005. The annual assessments shall commence as to Lots in future Phases when notified in writing by Declarants. The first annual assessment shall be adjusted 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 Board of Directors shall establish the due dates. 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 8. Effect of Non-payment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum and a notice of lien as decreed by law shall be filed. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Maintenance of Common Area and Detention Areas. Declarants shall provide maintenance of entry, pool, common area tracts as indicated on the plats, and the detention areas during construction. After completion of construction all maintenance of above stated areas shall be the responsibility of the Association.

The maintenance and clean-out of the detention basins shall be the responsibility of the Declarants during construction and the Association after construction. Maintenance of all tracts deeded to the Association from the Declarants shall be the responsibility of the Association.

ARTICLE IV -

ARCHITECTURAL CONTROL

Section 1. Architectural Control. All plans and specifications must be approved by the Declarants or, upon formation of the Association, by the Architectural Review Committee (A.R.C.) appointed by the Board of Directors of the Association.

Section 2. Residential Character. All lots shall be known and described as residential lots and no structure shall be erected, altered, placed or rebuilt or permitted to remain on any Lot other than one single family dwelling, not to exceed two stories in height and having a privately attached or built-in garage for not less than two cars. All residences shall be initially new construction; and no building shall be moved onto any Lot. All buildings shall be located on Lots in accordance with City ordinances. No manufactured housing is permitted on the Property.

Section 3. Minimum Square Footage Requirements. There are minimum square footage requirements for residential structures in DaLinda Estates as defined by the Declarants. The minimum square footage shall mean and include all living areas excluding basements, garages, porches or attics. It shall not include finished areas below grade such as finished walkout basements.

Single level above ground	1,600 square feet minimum
One and one-half (1 ½) level above ground	1,800 square feet minimum
Two story above ground	1,800 square feet minimum

"All living areas" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on the outside measurements of the residence.

Section 4. Construction Time Limits. No dwelling or residence shall be occupied until fully completed, and such dwelling or residence must be fully completed within nine (9) months after the first earth excavating is started. In the event of fire, windstorm or other damages, no building shall be permitted to remain in damaged condition longer than three (3) months. Repairs and rebuilding must be completed within six (6) months of the occurrence of the damages. The building shall be razed and the lot cleared of all debris if repairs are not begun within three (3) months of the occurrence of the damages.

Section 5. Final Plan Submission. Prior to making an application for a building permit, all plans and specifications for the construction of any dwelling or residence or improvements upon same, including swimming pools, tennis courts, etc., must be submitted to the Architectural Review Committee for its approval. Plans must be certified by a licensed architect or professional engineer Two sets of all plans and specifications are required and should include the following:

1. Site Plan.
 - a. Property lines, set-backs and easements and 2' contour lines.
 - b. Building location, driveways, sidewalks, retaining walls, pools, patios and all other related structures.
 - c. Proposed grading plan showing existing and new grades with arrows indicating drainage patterns of roof and ground surface runoff.
 - d. Spot elevations at the top of the foundation at a minimum of four outside corners.
 - e. Percentage grade from the top of curb at the street to the top of finished floor of the garage.
 - f. Trees 4" caliper, as measured 24" above grade, and larger to be preserved and also trees 4" and larger to be removed. Tree species should be noted on the site plan whenever possible.
2. Floor plans.
 - a. Finalized with regard to room sizes and locations, window and exterior doorway openings; they must be complete in every regard.
 - b. An area calculation of all enclosed living space, excluding basements and garages.
3. Exterior Elevations.
 - a. Be complete in all detail and indicate all doorways, windows, decks, trim details, specifications for doors and windows.
 - b. Note all exterior colors and materials. With the final submission, a palate of finished colors and materials is encouraged. The exterior colors must be

submitted for ARC approval 10 days prior to application or installation on the subject dwelling.

4. Landscaping Plan.

The landscape plan must be in compliance with the design standards established for DaLinda Estates and will be reviewed for its overall appropriateness and its sense of cohesiveness with this property and adjoining properties. The landscape plan must show:

- a. Areas to be sodded. If areas are to be seeded, complete seeding procedures should be documented on landscape plans.
- b. All landscape plantings, edging, and types of materials and installed sizes.
- c. All areas that will be left undisturbed or in their natural state.
- d. Schedule for installation of all landscaping including areas to be seeded.
- e. A complete plant and material list including quantities and sizes (not container size) of all plants.

Section 6. Approval of Plans Specifications. The approval of plans and specifications by the ARC shall not be construed as approval of the engineering decisions or compliance with zoning and building ordinances, and by approving plans and specifications, neither the ARC nor any member thereof assumes any liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications. All approvals must be in writing, without exception. Once plans and specifications are approved, no changes may be made without written approval of the ARC.

The ARC may approve variances to the design guidelines on a case by case basis. When variances are granted, they are not considered precedents.

The ARC may disapprove any submitted plans and specifications. Reasons for disapproval may include, but are not limited to:

1. Failure to include information which the ARC has requested.
2. Failure to comply with the design guidelines and/or covenants, conditions and restriction documents.
3. Any objection to the exterior design, appearance or materials of any proposed structure or alterations.
4. Incompatibility of proposed structure, uses or lot improvements to other neighboring structure or uses.
5. Objection to the site plan due to incompatibility with neighboring sites.
6. Objection to grading plans and drainage pattern.
7. Objection to color scheme, finish, proportions, styles, architecture, height, bulk, safety or appropriateness of any proposed structure or improvement.
8. Failure to meet minimum requirements or standards.
9. Any matter not included in the development and design guidelines that the ARC feels is not in the best interest of the development.

10. Any matter which the ARC feels would not uphold the quality standards set forth for DaLinda Estates by the ARC.

Section 7. Site Planning and Landscape Standards. Each home site must be carefully analyzed for proper siting in order to preserve existing trees, maximize views and open space. Set-backs must comply with City ordinances.

Homes may be required to provide special adjustments of location and size to take advantage of lot conditions. No more than one residence shall be constructed on any one Lot. The following should be taken into consideration during site planning.

1. Existing Trees. No existing trees over 4" caliper, measured at a point 24" above grade, may be removed without ARC approval. All trees to be removed, above 4" caliper, must be identified on the site plan. All trees over 4" caliper to remain, must be identified on the site plan.
2. Changes in Existing Grades. Natural land forms should be maintained and enhanced. Forcing severe grade changes to accommodate drives and walkout basements may cause drainage problems and create the need for extensive retaining walls. These conditions should be avoided.
3. Set-Backs. All building set backs should be verified on the recorded plat. (A 10' side yard set back has been established for DaLinda Estates) The ARC may require greater set backs in consideration of existing home sites, trees and terrain conditions.
4. Driveways and Private Sidewalks. All driveways and walks must be shown on submitted plans and must be approved by the ARC. Each driveway shall contain sufficient paved area for the off-street parking of at least two (2) vehicles.
5. Fencing and Retaining Walls. Fences are not encouraged in DaLinda Estates because they fragment the scale of the landscape. Fences are allowed in only specific areas where a need is demonstrated and may not exceed 6 feet in height except as required by municipal ordinance. All fencing should be in the architectural vocabulary of the house. Accepted materials for fencing include wood, wrought iron or vinyl. The ARC must approve all fencing.

Property lines may not be delineated with fencing unless warranted by the ARC.

Privacy fencing adjacent to patio areas and swimming pools is permitted.

Stockade and chain fencing are not permitted.

Retaining walls must be of natural material or faced with quality material as approved by the ARC. Native limestone is encouraged. No retaining wall visible from the streets or side yards will be allowed as plain unfinished concrete.

6. **Swimming Pools and Tennis Courts.** No above ground level swimming pools may be installed on any lot. All pool areas, tennis courts and associated equipment must be screened. In general,
 - a. Swimming pools, including the apron and patios, must be located in the rear yard and placed at least 10' from all lot lines and cannot be on or within easements.
 - b. Plantings should be provided to soften the effects of sound and sight of pools and tennis courts for the benefit of adjacent properties. Only the immediate pool area and mechanical equipment should be fenced. Approval of the fence will be considered a part of the application of the pool. No lighting of a pool or tennis court shall be installed without the approval of the ARC.
7. **Decks.** All decks, their location, size and method of construction, must be indicated on submitted plans. All decks should be of substantial design and compatible with the architecture of the home.
8. **Recreational Structures.** All recreational and play structures shall be located behind the back building line of the residence.
9. **Animal Shelters.** All outside dog houses and other animal shelters shall be located within the backyard, shall be within two (2) feet of the residence and shall be painted an appropriate color as deemed to be compatible with the residence by the ARC.
10. **Signs.** No permanent free standing signs are allowed on any residential lot. Temporary signs may not exceed 5 square feet per sign face. The sign may advertise the property for sale or rent. All signs, including the house number sign must be approved by the ARC and will conform to set standards. Signs may only advertise the following:
 - a. Property for sale or rent.
 - b. The property during construction and sale period.
 - c. Notice of upcoming elections allowed for 30 days prior to and 5 days after the election.

The ARC may authorize the removal of any sign which violates these conditions and signs erected on the public right-of-way or other private property.

11. Landscape Planning.

- a. Foundation plantings are required on all homes built in DaLinda Estates. It is also required that the builder or owner will use plantings in such a way as to enhance the overall character of the home, lot and surrounding areas. All front foundation plus any side foundation facing any street will be required to have foundation plantings.
- b. Written permission is required from the ARC before removing any tree 4" or over in caliper.
- c. It is required that each lot have a minimum of 2 shade trees of approximately 3" diameter as measured 6" above grade in the front yard. If the property has existing native trees, they can be counted toward this requirement. Ornamental under story trees will not be considered to fulfill this requirement. The ARC may grant variances in this requirement in consideration of existing vegetation.
- d. All new trees planted should have a guarantee for 12 months. If they die, it is the responsibility of the owner to replace them.
- e. All yards must be sodded with bluegrass or fine leaf turf type tall fescues.
- f. All distributed ground areas of the building site must be covered with plantings, or mulched with approved landscape materials.
- g. Landscape improvements, as approved by the ARC, shall be installed within 60 days of the completion of the building, weather permitting.
- h. The developer reserves the right to plant trees in public right-of-ways.
- i. Landscape plans that include a balance of ornamental trees, flowering shrubs, and evergreens are encouraged. Beds or annuals or low, colorful leaf plants and spring flowering bulbs should be used to accent the architecture or entry court. Plants and shade trees having good fall color is a feature that distinguishes this subdivision. When possible, the ARC will recommend the correct use of those colorful distinctive plants.
- j. Screen all gas meters that can be seen from a street.
- k. Soften large areas of pavement with shrubs or larger plants when possible.

12. **Materials.** Homes will be faced on all sides and in a consistent manner with quality finish materials including brick, stone, wood or stucco as approved by the ARC. Exposed concrete block and simulated brick or wood are not permitted, except as may be approved by the ARC.

Masonite, composition material and particle board are not permitted.

No exposed concrete foundation in excess of 12" measured vertically is permitted on the street elevation of any residence. No exposed concrete foundations are permitted to exceed a vertical measurement of 12" unless otherwise approved by the ARC.

13. **Garages.** Garages must be in the same architectural treatment and construction as the main house. Each residence must have an attached, private, fully enclosed garage. No garage will be permitted to be enclosed for living or used for purposes other than the storage of automobiles and related normal use.
14. **Outbuildings.** Design of all outbuildings must be approved by the ARC, must be attached to the main house structure, and must be the same color and architectural treatment as the main house.
15. **Roofs.** No residence shall be constructed with a flat roof. Minimum roofing material shall be 30 year timberline or comparable, weathered gray in color.
16. **Alterations.** No exterior alterations may be permitted without the prior written approval of the ARC.
17. **Clothes Lines.** Permanent clothes lines shall not be erected. If collapsible clothes lines are installed, they shall not be left up when not in use, and shall be so installed only to the rear of the residence served so as not to be visible from the front street.
18. **Oil Drilling.** Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the lots in the Subdivision nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.
19. **Parking.** No commercial trucks or vehicles, house trailers, manufactured home, mobile home or trailer, either with or without wheels, or unlicensed vehicles of any kind may be kept or stored on any lot, unless housed or stored in an enclosed garage or similar structure. Motor boats, houseboats and other similar waterborne vehicles may only be maintained, stored or kept if housed completely within the residential structure. No non-operating motor vehicles shall be kept on any lot.

20. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. No lot owner or tenant shall dump, or permit the dumping of rubbish, waste, refuse, debris, garbage, or similar waste materials within the Subdivision. Trash, garbage, trash barrels or other wastes shall not be kept outside, except in sanitary condition, covered at all times, and located only to the rear of the residence. There shall be no burning of trash outside the residence.

21. Pets. No animals, livestock, poultry, dogs, cats, or other household pets shall be raised, bred, or kept on any lot, except that not more than two (2) dogs, or cats, or other household pets, may be kept on any lot, provided that none of same are kept, bred, or maintained for any commercial purposes. All such dogs, cats or other household pets so permitted shall be restricted to their owners' property. No house pets with vicious tendencies shall be maintained upon any lot at any time.

22. Satellite Dishes. No television antenna or radio aerial or similar wire device shall be attached to the roof of the house or exposed in any manner. Satellite dishes may be constructed if 24" or less in diameter, and installed on the roof as inconspicuous as possible from the front of the house.

ARTICLE V-

CONSTRUCTION STANDARDS

Section 1. No lot is to be cleared or constructed on until a permit is granted, the lot closing has taken place and construction approval given.

Section 2. No dumping or open burning of construction materials, waste or trash will occur on any building lot.

Section 3. Erosion control shall be provided on lots with steep grades. The ARC may require, at its sole discretion, the builder to place erosion control materials such as straw bales or fencing on any portion of a lot that appears to be in an erodible condition due to construction activities.

Section 4. No changes in plans during the construction period will be permitted without prior express written approval of the ARC.

Section 5. Contractors will assume complete responsibility for the actions of their workers as well as those of their subcontractors.

Section 6. Excess excavation materials must be hauled away from the properties.

Section 7. Concrete suppliers and contractors shall clean their equipment only at locations designated for that purpose.

Section 8. Builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the Properties.

Section 9. Builders and their subcontractors will be responsible for removing all construction debris and keeping the site in a well-maintained appearance at all times.

Section 10. If construction clean-up is not performed in a timely manner, the Association shall perform such cleanup and assess the Lot Owner for such expense.

ARTICLE VI-

USE RESTRICTIONS AND EASEMENTS FOR PUBLIC UTILITIES

Section 1. Dedication to Streets. All streets, terraces and easements shown on the Plats and not dedicated to public use are hereby so dedicated. All street improvements shall be fully dedicated to the City of Greenwood, Missouri.

Section 2. Temporary Residence. No trailer, basement, tent, shack, garage, barn or other out building shall be at any time used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 3. Use Restrictions, Front Part of Lot. The land between the building line and street shall be used solely for lawn purposes, driveways, walks, trees and shrubbery and no hedges or fences shall be located closer to the street than the building line as shown on the recorded plats except for decorative railing along walkways.

Section 4. Trades or Activities. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial activity of any kind that would generate excess traffic shall be conducted on any Lot.

Section 5. Improvements. All improvements shall be connected with the sanitary sewer systems, which are now constructed or shall be constructed to serve the above premises. No other sanitary provisions, septic tank or other device for sewage disposal shall be installed or permitted to remain on any Lot.

Section 6. Public Utility Easements. Easements are reserved as shown on the recorded plat for the benefit of the public utilities using same for utility installation and maintenance and to the

City of Greenwood, Missouri, for the maintenance of utilities and drainage facilities. The undersigned Declarants reserve the right to have access to the said easements, during the period of development and construction. Within these easements, no structure, plantage 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.

ARTICLE VII-

GENERAL PROVISIONS

Section 1. Duration. These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument in writing, signed by 75% of the then Owners in the subdivision, duly filed in the Recorder's Office for Jackson County, Missouri, at Independence, at least one (1) year before the expiration of the original period, or any successive ten (10) year period.

Section 2. Enforcement. Association or any Owner, or any one of them or their heirs or assigns, shall have the right to enforce, by proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no even be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Assignment. Either Declarant may, at its option, assign any or all of its rights under the terms of this Declaration.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 11th day of November, 2004.

DECLARANTS:

PEMBERTON & RAGAN CONSTRUCTION,
L.L.C.
a Missouri limited liability company,

By: *D.E. Pemberton*
Name: D.E. Pemberton, Executive Member

Attest:

Peggy L. Ragan
Peggy L. Ragan, Secretary

SUNDAY-KREISEL HOMES, INC., a Missouri
Corporation,

By: *J.D. Kreisel, Jr.*
Name: John D. Kreisel, Jr., President
Secretary

Attest:

Laura L. Sunday
Laura L. Sunday, Secretary
President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 18th day of November, 2004, before me appeared D.E. Pemberton, to me personally known, who, being by me duly sworn did say that he is the Executive Member of PEMBERTON & RAGAN CONSTRUCTION, L.L.C., and that said instrument was signed on behalf of said limited liability company by authority of its members and said Executive Member acknowledged said instrument to be the free act and deed of said limited liability company.

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

Lisa K. Offield
Notary Public
Name: Lisa K. OFField

My commission expires:



LISA K. OFFIELD
My Commission Expires
August 1, 2008
Cass County

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

On this 18th day of November, 2004, before me, the undersigned, a Notary Public, personally appeared John D. Kreisel, Jr., to me personally known, who being duly sworn, did say that he is the President of Sunday-Kreisel Homes, Inc., a Missouri corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John D. Kreisel, Jr., acknowledged said instrument to be the free act and deed of said corporation.

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

Lisa K. Offield
Notary Public
Name: Lisa K. OFField

My commission expires:



LISA K. OFFIELD
My Commission Expires
August 1, 2008
Cass County

Exhibit A

Legal Description

That part of the North 1/2 of the Southwest 1/4 of Section 28, Township 47 North, Range 31 West of the 5th Principal Meridian in the City of Greenwood, Jackson County, Missouri, described as follows: Commencing at the Northeast corner of said Southwest 1/4: thence N87°39'43"W (all bearings herein are referenced to the Missouri State Plane coordinate system of 1983, West Zone) on the North line of said Southwest 1/4 being also the North line of Lot 3, North Green Hills Estates, a subdivision of record, 495.00 feet to the Northwest corner of said Lot 3 and the Point of Beginning; thence continuing N87°39'43"W on the North line of said Southwest 1/4, 721.27 feet; thence S2°25'27"W on a line parallel with the East line of said Southwest 1/4, 168.44 feet; thence S87°34'33"E, 223.77 feet; thence S2°25'27"W on a line parallel with the East line of said Southwest 1/4, 942.23 feet to the Southwest corner of a tract of land conveyed in document no. I-1053065 in book I-2146 at page 1147; thence S87°39'04"E on the Southerly line of said tract, 236.59 feet; thence S1°20'52"W on said Southerly line, 193.23 feet to the North right-of-way line of Gambrell Road being 25.00 feet North of the South line of the North 1/2 of said Southwest 1/4; thence S87°39'04"E on North right-of-way line, 89.78 feet to a point on the West line of a tract of land conveyed in document no. I-366140 in book I-905 at page 122; thence; N2°25'27"E on the West line of said tract, 635.00 feet to the Northwest corner of said tract; thence S87°39'04"E on the North line of said tract being 660.00 feet North from, and parallel with, the South line of the North 1/2 of said Southwest 1/4, 167.50 feet to the Southwest corner of Lot 1, Lee Manor, a subdivision of record; thence N2°25'27"E on the West line of Lots 1 through 5 inclusive, Lee Manor and the West line of Lot 3, North Green Hills Estates, 669.30 feet to the Point of Beginning. (Tract contains 12.26 acres more or less); and

That part of the North half of the Southwest Quarter of Section 28, Township 47 North of the Baseline, Range 31 West of the 5th Principal Meridian, in the City of Greenwood, Jackson County, Missouri, described as follows: COMMENCING at the Northeast corner of said Southwest Quarter; thence North 87 degrees 39 minutes 43 seconds West (all bearings herein are referenced to the Missouri State Plane coordinate system of 1983, West Zone) on the North Line of said Southwest Quarter, also being the North line of Lot 3 of North Green Hills Estates and DaLinda Estates, both being subdivisions of record, a distance of 1216.27 feet to the Northwest corner of Tract A of said DaLinda Estates, and the POINT OF BEGINNING; THENCE continuing North 87 degrees 39 minutes 43 seconds West on the North Line of said Southwest Quarter, a distance of 766.23 feet to the Northeast Corner of a tract described in Book 1853 at Page 478 at the Jackson County Recorder's Office; THENCE South 02 degrees 25 minutes 27 seconds West, parallel with the East Line of said North Half and on the East Line of said Tract, a distance of 669.01 feet to the Northwest Corner of a tract described in Book I2827 at Page 1023 at the Jackson County Recorder's Office; THENCE South 87 degrees 39 minutes 04 seconds East

Exhibit A - Legal Description Continued:

That part of the North half of the Southwest Quarter of Section 28, Township 47 North of the Baseline, Range 31 West of the 5th Principal Meridian, in the City of Greenwood, Jackson County, Missouri, described as follows: COMMENCING at the Northeast corner of said Southwest Quarter; thence North 87 degrees 39 minutes 43 seconds West (all bearings herein are referenced to the Missouri State Plane coordinate system of 1983, West Zone) on the North Line of said Southwest Quarter, also being the North line of Lot 3 of North Green Hills Estates and DaLinda Estates, both being subdivisions of record, a distance of 1216.27 feet to the Northwest corner of Tract A of said DaLinda Estates, and the POINT OF BEGINNING; THENCE continuing North 87 degrees 39 minutes 43 seconds West on the North Line of said Southwest Quarter, a distance of 766.23 feet to the Northeast Corner of a tract described in Book 1853 at Page 478 at the Jackson County Recorder's Office; THENCE South 02 degrees 25 minutes 27 seconds West, parallel with the East Line of said North Half and on the East Line of said Tract, a distance of 669.01 feet to the Northwest Corner of a tract described in Book I2827 at Page 1023 at the Jackson County Recorder's Office; THENCE South 87 degrees 39 minutes 04 seconds East on the North Line of said tract, a distance of 330.00 feet to the Northeast Corner of said Tract; THENCE South 02 degrees 25 minutes 27 seconds West on the East Line of said Tract, a distance of 460.00 feet to the Northwest Corner of a tract described in Document Number 2000I0043953 at the Jackson County Recorder's Office; THENCE South 87 degrees 39 minutes 04 seconds East on the North Line of tracts described in said Document Number 2000I0043953, Document Number 2000I0006911, and Document Number 2000I0083520, all in the Jackson county Recorder's Office, a distance of 280.00 feet to the Northeast Corner of said tract described in Document Number 2000I0083520; Thence South 02 degrees 25 minutes 27 seconds West on the West Line of said tract described in Document Number 2000I0083520, a distance of 175.00 feet to the North Right of Way Line of Gambrell Road; THENCE South 87 degrees 39 minutes 04 seconds East on said North Right of Way Line, a distance of 50.00 feet to the West Line of a tract described in Document Number 831651 in the Jackson County Recorder's Office; THENCE North 02 degrees 25 minutes 27 seconds East on said West Line, a distance of 635.00 feet to the Northwest Corner of said tract; THENCE South 87 degrees 39 minutes 04 seconds East on the North Line of said tract, a distance of 330.00 feet to the West Line of Lot 6 of said DaLinda Estates; THENCE North 02 degrees 25 minutes 27 seconds East on the West Line of said Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and its Northerly extension, a distance of 500.43 feet to the South Line of said Tract A; THENCE North 87 degrees 34 minutes 33 seconds West on said South Line, a distance of 223.77 feet to the Southwest Corner of said Tract A; THENCE North 02 degrees 25 minutes 27 seconds East on the West Line of said Tract A, a distance of 168.44 feet to the POINT OF BEGINNING, containing 18.03 acres.