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STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDER

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SANDRA GREGORY, RECORDER

sg DEPUTY



**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR CREEKMOOR PLANNED UNIT DEVELOPMENT**

**CITY OF RAYMORE,
CASS COUNTY, MISSOURI**

Date: August 24, 2004

Grantor: Cooper Land Development, Inc.

Grantor Address: Cooper Land Development, Inc., 903 North 47th Street, Rogers, AR 72756

Grantee: Creekmoor Property Owners Association, Inc.

Grantee Address: Send in care of Cooper Land Development, Inc., 903 North 47th Street, Rogers, AR

Legal Description of property to which this document applies:

WESTBROOK AT CREEKMOOR
LOTS 1 THRU 54 AND TRACTS "A THRU H"

PROPERTY DESCRIPTION:

CONTAINING 1,446,006 SQUARE FEET OR 33.1957 ACRES.

A TRACT OF LAND IN THE NE 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 4-T.46-R.32, RAYMORE, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 4; THENCE N 87°-41'-03" W, ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 34-T.47-R.32, 19.14 FEET TO THE SW CORNER OF SAID SECTION 34; THENCE N 87°-31'-23" W, ALONG THE SOUTH LINE OF THE SE 1/4 OF SECTION 33-T.47-R.32, 2667.80 FEET TO THE SW CORNER OF SAID SE 1/4; THENCE N 87°-11'-17" W, ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 33, 2614.13 FEET TO THE SW CORNER OF SAID SECTION 33; THENCE N 87°-24'-40" W, ALONG THE SOUTH LINE OF THE SE 1/4 OF SECTION 32-T.47-R.32, 1876.35 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREIN; THENCE N 87°-24'-40" W, CONTINUING ALONG SAID LINE, 342.42 FEET TO

2493/70

THENCE S 32°-40'-14" E, 58.83 FEET; THENCE S 57°-19'-46" W, 50.00 FEET; THENCE S 32°-40'-14" E, 39.00 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 13.54 FEET; THENCE S 64°-26'-00" W, 153.21 FEET; THENCE S 04°-39'-59" E, 151.03 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND AN INITIAL TANGENT BEARING OF S 84°-36'-00" W, AN ARC DISTANCE OF 339.00 FEET; THENCE S 47°-36'-14" W, 168.21 FEET; THENCE N 42°-23'-46" W, 100.00 FEET; THENCE S 49°-25'-45" W, 142.60 FEET; THENCE S 54°-33'-10" W, 224.00 FEET; THENCE S 45°-57'-51" W, 470.89 FEET; THENCE S 49°-22'-24" W, 302.93 FEET; THENCE S 68°-36'-51" W, 63.65 FEET; THENCE S 63°-21'-14" W, 75.62 FEET; THENCE S 16°-54'-37" E, 53.96 FEET; THENCE S 11°-19'-16" E, 48.18 FEET; THENCE S 64°-53'-25" W, 101.97 FEET; THENCE N 25°-45'-14" W, 1.41 FEET; THENCE S 64°-14'-46" W, 50.00 FEET; THENCE S 56°-30'-59" W, 129.96 FEET; THENCE N 19°-25'-44" W, 150.80 FEET; THENCE N 13°-10'-37" W, 69.21 FEET; THENCE N 07°-57'-06" W, 69.85 FEET; THENCE N 03°-03'-17" E, 202.76 FEET; THENCE N 20°-45'-33" E, 133.41 FEET; THENCE N 33°-09'-37" E, 201.23 FEET; THENCE N 55°-12'-54" W, 198.58 FEET; THENCE N 03°-05'-34" E, 422.84 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 410.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 262.29 FEET; THENCE N 39°-44'-51" E, 51.67 FEET; THENCE NORTHERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 321.71 FEET; THENCE N 02°-07'-49" E, 109.61 FEET TO THE POINT OF BEGINNING.

August 23, 2004

Declaration of Covenants and Restrictions

For

Creekmoor Planned Unit Development

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
CREEKMOOR PLANNED UNIT DEVELOPMENT**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. DEFINITIONS	2
II. PROPERTY SUBJECT TO THIS DECLARATION	6
2.01. Property Hereby Subjected to this Declaration.....	6
2.02. Other Property.....	9
2.03. City of Raymore.....	9
III. THE ASSOCIATION	9
3.01. Membership	9
3.02. Voting	10
3.03. Certificate Membership	10
3.04. Board of Directors.....	11
3.05. Declarant Loans	12
IV. ASSESSMENTS.....	12
4.01. Purpose of Assessment	12
4.02. Type of Assessments.....	13
4.03. Creation of Lien and Personal Obligation for Assessment.....	13
4.04. Budget.....	14
4.05. General Assessments	14
4.06. Special Assessments	15
4.07. Lien for Assessments	16
4.08. Effect of Nonpayment of Assessment, Remedies of the Association	16
4.09. Date of Commencement of Assessments.....	17
4.10. Assessment Obligation of Declarant and Home Builders.....	18
4.11. Specific Assessments.....	18
4.12. Exempt Property	19
V. COMMON PROPERTY; PRIVATE PROPERTY; MAINTENANCE RESPONSIBILITIES	19
5.01. Recreational Facilities.....	19

5.02. Association's Maintenance Responsibility.....	20
5.03. Owner's Maintenance Responsibility.....	21
5.04. Party Walls and Party Fences	22
5.05. Conveyance of Common Property by Declarant to Association	23
5.06. Streets.....	23
VI. PROTECTIVE COVENANTS.....	23
6.01. General.....	23
6.02. Amendment.....	24
VII. PROHIBITION OF TIMESHARING.....	24
VIII. INSURANCE AND CASUALTY LOSSES	24
8.01. Insurance.....	24
8.02. Property Insured by Association: Damage and Destruction.....	26
8.03. Property Insured by Owners: Damage and Destruction	28
8.04. Insurance Deductible	28
IX. CONDEMNATION.....	28
X. DEDICATION OF ADDITIONAL PROPERTY.....	29
XI. MORTGAGEE PROVISIONS.....	30
11.01. Notices of Action.....	30
11.02. Special FHLMC Provision.....	31
11.03. No Priority	32
11.04. Notice to Association.....	32
11.05. Amendment by Board.....	32
11.06. Veterans Administration Approval.....	33
11.07. Failure of Mortgagee to Respond	33
XII. EASEMENTS	33
12.01. Easements for Use and Enjoyment of Common Property	33
12.02. Reserved Easements for the Provision of Services to the Community	36
12.03. Easement for Entry	37
12.04. Easement for Water Feature Maintenance.....	38

XIII. GENERAL PROVISIONS	38
13.01. Enforcement.....	38
13.02. Self-Help.....	39
13.03. Duration	39
13.04. Amendment.....	40
13.05. Partition.....	41
13.06. Gender and Grammar.....	41
13.07. Severability	42
13.08. Captions	42
13.09. Indemnification.....	42
13.10. Construction and Sale Period.....	43
13.11. Books and Records	44
13.12. Audit	45
13.13. Notice of Sale.....	45
13.14. Estoppel Certificate.....	45
13.15. Agreements	45
13.16. Implied Rights.....	46
13.17. Deviations	46
13.18. Use of Word "Creekmoor".....	46

TABLE OF CONTENTS

INTRODUCTION.....	1
THE APPROVAL PROCESS.....	2
I. PERMITS	
A. Contractor Approval.....	3
B. Architectural Review Committee Permits.....	3
C. Lake Side Underbrushing Permits.....	4
II. GENERAL CONSTRUCTION GUIDELINES	
A. Required Licenses and Insurance Coverage.....	5
B. Structural Plans.....	6
C. Standard Codes.....	7
D. Time Schedule.....	7
E. Construction Activity Information.....	8
F. Lot Clearing.....	9
G. Aesthetic Design.....	9
H. Setbacks and Easements.....	11
I. Utility Companies.....	11
III. FOUNDATIONS.....	11
IV. PARKING STANDARDS, DRIVEWAYS AND GARAGES	
A. Parking Standards.....	11
B. Driveway Standards.....	13
C. Garages.....	13
V. STORM WATER MANAGEMENT.....	13
VI. LANDSCAPING [Appendix K].....	14
A. Sold Lot – No Home.....	15
VII. FENCES AND WALLS.....	16
VIII. SEWER SYSTEM.....	16
IX. SWIMMING POOLS.....	17
X. SIGNAGE.....	18
XI. MISCELLANEOUS REQUIREMENTS	
A. Mailboxes.....	18
B. Trash Containers.....	18
C. House Numbers.....	19
D. Clotheslines.....	19
E. External Antennas/TV Satellite Dishes [Appendix O].....	19
F. Burning.....	19
G. Construction Entrance.....	19
H. Basketball Goals and Playground Equipment.....	20
I. Flagpoles.....	20
J. Holiday Decorations.....	20
K. Septic Tanks.....	20
L. Storage Tanks.....	20
FORM LISTING.....	21

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CREEKMOOR PLANNED UNIT DEVELOPMENT

(THE "DECLARATION")

WHEREAS, Cooper Land Development, Inc., an Arkansas corporation, having its principal place of business at 903 North 47th Street, Rogers, Arkansas 72756, (hereinafter referred to as the "Developer" or the "Declarant") is the owner of the real property described in Article II, Section 1 of this Declaration; and

WHEREAS, Developer desires to subject the real property described in Article II, Section 1 hereof to the provisions of this Declaration to create a residential community and to provide a mechanism for subjecting other real property to the provisions of this Declaration; and

WHEREAS, Developer intends that this Declaration shall impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners and subsequent owners of the subject property and that it shall establish a method for the maintenance, preservation, use and enjoyment of the property that is now or hereafter subject to this Declaration; and

WHEREAS, the Developer has therefore encouraged and participated in the formation of the Creekmoor Property Owners Association, Inc., a Missouri not-for-profit corporation, with its principal offices at 903 North 47th Street, Rogers, Arkansas 72756, (hereinafter referred to as the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the execution of this Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration, as well as by any Supplemental Declaration, whether or not executed by it, hereafter placed of record which makes additional property subject hereto;

NOW THEREFORE, the Developer hereby declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their representative heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

ARTICLE I

Definitions

Unless the context shall prohibit, certain words used in this Declaration or in any Supplemental Declaration shall have the following meanings:

(a) "Architectural Review Committee" means the committee appointed by the Board to approve the design, location and construction of improvements in the Community, to review landscaping plans and installation, to generally monitor and

protect the standards of the Community, and to perform other duties as may be delegated by the Board.

(b) **"Articles of Incorporation"** shall mean the Articles of Incorporation of Creekmoor Property Owners Association, Inc., as such document may be amended.

(c) **"Association"** shall mean and refer to the Creekmoor Property Owners Association, Inc., a not-for-profit, non-stock, membership corporation incorporated under the laws of the State of Missouri, its successors and assigns.

(d) **"Association Expenses"** shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the Bylaws and the Articles of Incorporation.

(e) **"Board of Directors"** or **"Board"** shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the Bylaws, the Articles of Incorporation and the Missouri Not-For-Profit Corporation Act.

(f) **"Bylaws"** shall refer to the Bylaws of the Creekmoor Property Owners Association, Inc. as such document may be amended from time to time.

(g) **"Certificate of Occupancy"** shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.

(h) **"City"** means the City of Raymore, Missouri.

(i) **"Common Property"** shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and

enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community.

(j) "Community", "Property" or "Properties" shall mean and refer to that certain real property and interests therein described in Article II below and such additions thereto as may be made by the Declarant through Supplemental Declarations as provided in Article X below.

(k) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be specifically determined by the Board of Directors of the Association and by committees required or permitted to be established pursuant to the Declaration and Bylaws (e.g. the Architectural Review Committee). Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(l) "Declarant" or "Developer" shall mean and refer to Cooper Land Development, Inc. and its successors in title and assigns, provided however, in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as the "Declarant" hereunder at the time of such conveyance; provided further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease. It being understood that there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

(m) "Declaration" shall mean the Declaration of Covenants and Restrictions for Creekmoor Planned Unit Development; as such document may be amended.

(n) **"General Assessments"** shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants.

(o) **"Home Builder(s)"** means the individual(s) who have purchased or are purchasing a Homesite from the Developer for the purpose of constructing a Home to be sold to a third party.

(p) **"Majority"** means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(q) **"Member"** shall mean a Person that is a member of the Association as provided in the Declaration.

(r) **"Mortgage"** means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(s) **"Mortgagee"** shall mean the holder of a Mortgage.

(t) **"Occupant"** shall mean any Person occupying all or any portion of a Residence or possessing other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(u) **"Owner"** shall mean the record owner, whether one (1) or more Persons, of the fee simple title to any real property located within the Community, including contract sellers, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers.

(v) **"Person"** means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(w) "Residence", "Lot" or "Homesite" shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. For example, each single family detached home shall constitute a Residence; each condominium unit in a condominium development shall constitute a Residence; each Apartment Unit in an Apartment Complex shall constitute a Residence; and each townhome or cluster home unit in an attached or semi-attached housing development shall constitute a Residence. The foregoing examples are set out by way of illustration and not in limitation of the term "Residence". Residence shall include all portions of the land owned as well as any structure thereon, as described above.

(x) "Special Assessments" means those Assessments levied by the Board on all Residences in the Community in addition to the other Assessments authorized herein.

(y) "Specific Assessments" means those Assessments levied by the Board on less than all of the Residences in the Community or those which may be assessed among all Residences but in different, equitable amounts.

(z) "Supplementary Declaration" shall mean a document executed by the Developer subjecting additional property to this Declaration.

ARTICLE II

Property Subject to this Declaration

Section 1. Property Hereby Subjected to this Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be

held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described as follows:

WESTBROOK AT CREEKMOOR
LOTS 1 THRU 54 AND TRACTS "A THRU H"

PROPERTY DESCRIPTION:

CONTAINING 1,446,006 SQUARE FEET OR 33.1957 ACRES.

A TRACT OF LAND IN THE NE 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 4-T.46-R.32, RAYMORE, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 4; THENCE N 87°-41'-03" W, ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 34-T.47-R.32, 19.14 FEET TO THE SW CORNER OF SAID SECTION 34; THENCE N 87°-31'-23" W, ALONG THE SOUTH LINE OF THE SE 1/4 OF SECTION 33-T.47-R.32, 2667.80 FEET TO THE SW CORNER OF SAID SE 1/4; THENCE N 87°-11'-17" W, ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 33, 2614.13 FEET TO THE SW CORNER OF SAID SECTION 33; THENCE N 87°-24'-40" W, ALONG THE SOUTH LINE OF THE SE 1/4 OF SECTION 32-T.47-R.32, 1876.35 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREIN; THENCE N 87°-24'-40" W, CONTINUING ALONG SAID LINE, 342.42 FEET TO THE NW CORNER OF THE NE 1/4 OF SAID SECTION 5-T.46-R.32; THENCE S 03°-05'-35" W, ALONG THE WEST LINE OF SAID NE 1/4, 2317.72 FEET; THENCE S 80°-59'-52" E, 377.97 FEET; THENCE N 10°-06'-31" E, 130.99 FEET; THENCE N 18°-24'-56" E, 115.35 FEET; THENCE N 49°-34'-23" E, 89.12 FEET; THENCE N 75°-26'-02" E, 78.47 FEET; THENCE S 72°-16'-52" E, 86.84 FEET; THENCE N 11°-50'-13" E, 223.11 FEET; THENCE N 64°-14'-46" E, 66.97 FEET; THENCE EASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 144.43 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 23.19 FEET; THENCE S 26°-26'-46" W, 26.46 FEET; THENCE S 63°-33'-14" E, 50.00 FEET; THENCE N 26°-26'-46" E, 48.99 FEET; THENCE S 63°-33'-14" E, 130.27 FEET; THENCE N 26°-26'-46" E, 340.00 FEET; THENCE N 38°-17'-47" E, 146.71 FEET; THENCE N 45°-50'-16" E, 45.00 FEET; THENCE N 48°-52'-50" E, 83.74 FEET; THENCE N 47°-53'-26" E, 653.96 FEET; THENCE N 85°-30'-00" E, 58.81 FEET; THENCE S 69°-47'-12" E, 25.96 FEET; THENCE S 49°-01'-38" E, 34.75 FEET; THENCE N 84°-47'-35" E, 159.94 FEET; THENCE S 06°-04'-27" W, 21.49 FEET; THENCE S 82°-37'-47" E, 50.00 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET AND AN INITIAL TANGENT BEARING OF N 07°-22'-13" E, AN ARC DISTANCE OF 20.20 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 166.28 FEET; THENCE NORTHERLY, ON A CURVE TO THE LEFT HAVING A

RADIUS OF 275.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 371.47 FEET; THENCE N 16°-41'-04" W, 224.54 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 22.65 FEET; THENCE EASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 725.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 161.61 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 13.21 FEET; THENCE EASTERLY, NORTHERLY AND WESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 248.60 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 12.45 FEET; THENCE WESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 77.44 FEET; THENCE N 03°-49'-45" W, 140.32 FEET; THENCE N 87°-11'-17" W, 137.52 FEET; THENCE S 66°-17'-50" W, 210.49 FEET; THENCE S 49°-05'-38" W, 218.17 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET AND AN INITIAL TANGENT BEARING OF S 40°-54'-22" E, AN ARC DISTANCE OF 53.90 FEET; THENCE S 32°-40'-14" E, 58.83 FEET; THENCE S 57°-19'-46" W, 50.00 FEET; THENCE S 32°-40'-14" E, 39.00 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 13.54 FEET; THENCE S 64°-26'-00" W, 153.21 FEET; THENCE S 04°-39'-59" E, 151.03 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND AN INITIAL TANGENT BEARING OF S 84°-36'-00" W, AN ARC DISTANCE OF 339.00 FEET; THENCE S 47°-36'-14" W, 168.21 FEET; THENCE N 42°-23'-46" W, 100.00 FEET; THENCE S 49°-25'-45" W, 142.60 FEET; THENCE S 54°-33'-10" W, 224.00 FEET; THENCE S 45°-57'-51" W, 470.89 FEET; THENCE S 49°-22'-24" W, 302.93 FEET; THENCE S 68°-36'-51" W, 63.65 FEET; THENCE S 63°-21'-14" W, 75.62 FEET; THENCE S 16°-54'-37" E, 53.96 FEET; THENCE S 11°-19'-16" E, 48.18 FEET; THENCE S 64°-53'-25" W, 101.97 FEET; THENCE N 25°-45'-14" W, 1.41 FEET; THENCE S 64°-14'-46" W, 50.00 FEET; THENCE S 56°-30'-59" W, 129.96 FEET; THENCE N 19°-25'-44" W, 150.80 FEET; THENCE N 13°-10'-37" W, 69.21 FEET; THENCE N 07°-57'-06" W, 69.85 FEET; THENCE N 03°-03'-17" E, 202.76 FEET; THENCE N 20°-45'-33" E, 133.41 FEET; THENCE N 33°-09'-37" E, 201.23 FEET; THENCE N 55°-12'-54" W, 198.58 FEET; THENCE N 03°-05'-34" E, 422.84 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 410.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 262.29 FEET; THENCE N 39°-44'-51" E, 51.67 FEET; THENCE NORTHERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 321.71 FEET; THENCE N 02°-07'-49" E, 109.61 FEET TO THE POINT OF BEGINNING.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant has the right, but not the obligation, to subject real property to this Declaration, as hereinafter provided in Article X.

Section 3. City of Raymore. The property subject to this Declaration lies within the corporate limits of the City of Raymore, Missouri and is therefore subject to the codes, ordinances, regulations and other rules of the City. In the event of any conflict between the codes, ordinances, regulations and rules of the City and this Declaration or the Protective Covenants, the codes, ordinances, regulations and rules of the City shall take precedence. Provided, however, this shall not preclude this Declaration, the Protective Covenants or the Rules and Regulations of the Association from containing provisions or requirements that are more stringent than those adopted by the City; nor shall it preclude the Board of Directors or the Architectural Review Committee from enforcing such provisions or requirements in accordance with this Declaration, the Protective Covenants or the By-Laws of the Association.

ARTICLE III

The Association

Section 1. Membership. Every Owner other than Home Builders shall be deemed to have a Membership in the Association. Provided, however, that upon the occupancy of a Residence constructed by a Home Builder and the commencement of Assessments in accordance with Article IV herein, the Home Builder shall have a

Membership in the Association. Except for Certificate Membership, Membership shall be appurtenant to and may not be separated from ownership.

Section 2. Voting. Voting shall be in accordance with ARTICLE V, VOTING RIGHTS of the By Laws of the Association.

Any Owner of a Residence not occupied by the Owner may, in a lease or other written instrument, assign the Owner's voting right appurtenant to that Residence to the Occupant, provided that a copy of such instrument is furnished to the Secretary within the time prescribed by the Secretary. In the event of such assignment, the Occupant may vote the Owner's vote on all issues upon which the Owner would be entitled to vote.

An Owner's right to vote may be suspended as provided in Article XII, Section 1 of this Declaration.

Section 3. Certificate Membership. To provide operating revenue to the Association and enhance utilization of recreational facilities during the early development of the Community, the Developer shall have 300 Certificate Memberships in the Association. Such Certificate Memberships may be sold by the Developer and shall not require ownership of a Residence, Lot or Homesite. A Certificate Member shall be entitled to all privileges of Membership in the Association, including full golf privileges, except the right to vote and as hereinafter provided. Except as to the Developer, Certificate Memberships may be owned only by natural persons, are not transferable other than between spouses and shall terminate in the event of the death of both spouses. Certificate Memberships may be terminated by the Developer for failure of the purchaser to pay in full the purchase price therefore to the Developer or for any other breach of such contract of purchase in accordance with the terms of such contract of purchase or by

the mutual cancellation of such contract of purchase by the parties thereto, and by the Association for the failure to pay any assessments or other amounts owed by the Certificate Member therefore to the Association or for any other breach by such member of this Declaration which failure to pay or breach shall not be cured within thirty (30) days after notice to such member by the Association. Notwithstanding anything hereinabove to the contrary, upon termination of a Certificate Membership, for any reason whatsoever, the Developer shall have the right, but not the obligation, to create and sell an additional Certificate Membership in the place thereof, without payment of any kind by the Developer therefor, so long as the total outstanding Certificate Memberships does not exceed 300. A Certificate Membership shall expire on the fifth anniversary of the purchase of the Membership. However, the Board of Directors of the Association may in its absolute discretion, extend the term of such Membership for an additional period of time as the Board may determine to be in the best interest of the Association.

Section 4. The Board of Directors. The management of the affairs of the Association shall be vested in the Board of Directors. A Director need not be a Member of the Association. The Board of Directors shall be constituted and have the powers and duties as set out in the By-Laws of the Association and in this Declaration.

The Declarant shall have the exclusive authority to appoint the members of the Board of Directors until such time as the Declarant relinquishes its right to do so. Thereafter the Board of Directors shall be elected by the Members in accordance with the By-Laws.

In addition to the powers and duties set out in the By-Laws and elsewhere in this Declaration the Directors of the Association shall also serve as the members of the Creekmoor Community Improvement District Board.

Section 5. Declarant Loans. From time to time, particularly in the early stages of the Community, the Association may borrow funds from the Declarant to pay for capital, operational and other expenses of the Association. Any loans made by Declarant to the Association shall be made subject to the then current terms, conditions, interest rates and repayment requirements that are generally commercially available in the Raymore area.

ARTICLE IV

Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting recreation, health, safety, welfare, common benefits, and enjoyment of the Owners, Occupants and Certificate Members in the Community, including the construction, leasing, improvement and maintenance of real and personal property, services and facilities, payment of taxes and insurance on the Common Properties, and those other purposes as may be more specifically authorized from time to time by the Board of Directors. The Board of Directors has the authority to include the costs for procuring utility services and for installing utility equipment, facilities and infrastructure [identified in Article XII, Section 2, below] in the Budget and to levy assessments to defray these costs.

Additional lands added under Article X below may require greater or lesser expenditures for construction, maintenance, repair, replacement or administration.

Therefore the Supplemental Declaration with respect to the additional property shall specify the amount of the assessments required from the Owners of such additional lands.

Section 2. Type of Assessments. Each Owner of any Residence, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association: (a) General Assessments; (b) Special Assessments, such assessments to be established and collected as hereinafter provided in Article IV, Section 6 and (c) Specific Assessments against any particular Residence which are established to the terms of the Declaration, including, but not limited to, those assessments established in Article IV, Section 11, and Article V, Section 3, hereof and reasonable fines as may be imposed in accordance with the terms of this Declaration and By-Laws. The Board of Directors may establish an annual fee for full golf privileges. Members shall have the option to elect, on an annual basis to pay this fee and receive full golf privileges, as defined by the Board.

The Board of Directors will establish an annual fee for Certificate Members. Such annual fee shall not exceed the sum of the General Assessment plus one hundred fifty percent (150%) of the annual fee established for members' full golf privileges. Each Certificate Member shall pay to the Association an Assessment equal to the annual fee for Certificate Members established by the Board.

Section 3. Creation of Lien and Personal Obligation for Assessment. All assessments, together with late charges, interest at a rate equal to the lesser of fifteen (15%) percent or the maximum lawful rate, costs, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Residence against which each assessment is made. Each such assessment, together with late

charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligations of the Person who was the Owner of a Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments and other assessments, unless otherwise provided by the Board, shall be paid in annual, semi-annual, quarterly, or monthly installments as the Board determines.

Section 4. Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve.

The Board shall cause the budget and the assessments to be levied against each Residence for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The Board may not, without the consent of Declarant (so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof) and the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Residence which is more than one hundred twenty (120%) percent of the General Assessment for the immediately preceding fiscal year. In the event the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 5. General Assessments. General Assessments shall be levied for Association Expenses determined by the Board to benefit all Owners, Occupants and Certificate Members. General Assessments shall be allocated among all Residences in the Community.

The Board of Directors of the Association shall prepare a budget for the estimated costs of operating the Association for the year 2005 on or before November 1, 2004. The Board shall establish the amount of the General Assessment necessary to be levied against each Owner concurrently with the preparation of the 2005 budget. The Board shall cause the 2005 budget and the assessment to be levied against each Residence for the year 2005 to be delivered to each Owner no later than December 1, 2004.

The Board of Directors of the Association may adjust the Annual General Assessment for the year 2006 and subsequent years as provided in Article IV Section 4 above.

Section 6. Special Assessments. In addition to the other assessments authorized herein, the Board may levy Special Assessments in any year. So long as the total amount of Special Assessments allocable to each Residence does not exceed the amount of current General Assessment in any one (1) fiscal year, the Board may impose the Special Assessment. Any Special Assessment that would cause the amount of Special Assessments allocable to any Residence to exceed this limitation shall be effective only if approved by a Majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of Declarant. Special Assessments shall be paid as determined by the Board, and the Board may permit Special

Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

Section 7. Lien for Assessments. All sums assessed against property subject to this Declaration pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage.

All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the records of the Office of the Circuit Clerk and Ex-Officio Recorder, Cass County, Missouri shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 8. Effect of Nonpayment of Assessment, Remedies of the Association. Any assessments which are not paid in full by the date specified by the Board, ("due date"), shall be delinquent. Any assessment delinquent shall incur a late charge of five and no/100 (\$5.00) dollars, per day, or in such amount as the Board may from time to time determine. If the assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest on the principle amount due, and all late charges from the first date due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.

In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Property, or abandonment of the Residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other government authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 9. Date of Commencement of Assessments. A Residence (including a Lot or Homesite) and a Certificate Membership shall become subject to assessment hereunder on the first day of the month following the month of conveyance by Declarant or Home Builder to Owner or by Developer to Certificate Member. The first General Assessment shall be prorated according to the number of months remaining in the fiscal year during which the Residence or Certificate Membership became subject to assessment.

Section 10. Assessment Obligation of Declarant and Home Builders. Notwithstanding the provisions of this Article IV, the Developer and Home Builders owning Properties in the Community shall have no obligations to pay any Assessments provided for in this Declaration. Provided further however, upon initial occupancy of any Residence constructed by a Home Builder, the obligation to pay Assessments under this Article IV shall commence and the Owner of such Residence shall become a Member and shall be entitled to the same use and enjoyment of the Amenities as any other Member.

Section 11. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this section. The Board may specifically assess Residences for the

following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Residences may be specifically assessed equitably among all the Residences which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Residences, but which do not provide an equal benefit to all Residences, may be specifically assessed equitably among all Residences according to the benefit received.

Section 12. Exempt Property. The following property shall be exempt from General Assessments and Special and Specific Assessments:

(a) All property dedicated to and accepted by any government authority or public utility, including, without limitation, public schools, public streets, public parks, retention areas, right-of-ways, streets and easements; and

(b) All property owned by non-profit organizations and restricted for use as schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval of the Board.

(c) All property owned by Declarant, prior to the initial sale addressed in Article IV Section 9 above.

ARTICLE V

Common Property; Private Property; Maintenance Responsibilities

Section 1. Recreational Facilities. It is contemplated that the Declarant shall construct, as Common Properties, certain initial recreational facilities consisting of an 18-hole championship golf course and a lake. The Declarant shall have the right, but not the

obligation to construct such other recreational facilities as Common Properties in later phases of development as Declarant shall in its sole discretion decide. The cost of maintenance, capital improvements, operations, taxes and all other expenses incidental to all Common Properties shall be the obligation of the Association and shall be paid from assessments as herein provided and also from fees for the use of Common Properties.

Section 2. Association's Maintenance Responsibility. The Association shall manage, maintain, protect and keep in good repair, all Common Property. The maintenance responsibilities of the Association for the Recreational Facilities and all other Common Property shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, if the following property exists in the Community, the Association may, as determined by the Board, maintain part or all of such property, regardless of whether it is Common Property; Community hiking and biking trails; Community dock areas; grass and other landscaping along dedicated rights-of-way; wet and dry retention areas; Community entrance features; and ponds and dams.

The Association will maintain the low pressure sewer system and any gravity system that exclusively serves the Community including individual on-lot systems. All on-lot sewage facilities will be owned by the lot owner and operated and maintained by the Association. The costs associated with this repair and maintenance shall be paid as an Association Expense. The Association and its designated agents or employees shall have the right to enter upon any Lot or other parcel of land to perform those acts necessary for the operation, inspection, repair and maintenance of the pumped effluent sewer system.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into leases, easements and covenants and to share costs agreements regarding such property (and any other property) where the Board has determined that this would benefit Owners.

The foregoing maintenance costs shall be assessed as a part of the General Assessment or Specific Assessments, as determined by the Board in accordance with this Declaration.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 3. Owner's Maintenance Responsibility. Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: Prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; brush removal; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all environmental health and policy requirements; and repair of exterior damages to improvements.

In the event that the Board determines that (a) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly his

obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees, or designee then, the Association may perform the repair, replacement or maintenance. Except in the event of any emergency situation, the Association shall give the Owner or designee written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonably particularity the maintenance, repairs, or replacement deemed necessary. The Owner or his designee shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the Owner does not perform the work, the Association may then do so. If the Association provides any such maintenance, repair, or replacement, it shall be at the Owner's sole cost and expense, and all costs shall be treated as a Specific Assessment against the Owner and the Residence owned by the Owner.

Section 4. Party Walls and Party Fences. Each wall or fence built as a part of the original construction of the Residences which shall serve and separate any two (2) adjoining Residences shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of the party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a Majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 5. Conveyance of Common Property by Declarant to Association.

The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association. Declarant shall have the right, without limitation, to include ponds, lakes and dams in the property that may be conveyed by Declarant and which shall be accepted by the Association.

Section 6. Streets. All streets, curbs and gutters will be constructed by Declarant to the City's standards and shall be dedicated as public streets. The Declarant will be the sole judge as to the timing of construction of the streets.

ARTICLE VI

Protective Covenants

Section 1. General. Attached hereto as "Exhibit 1" and made a part hereof as fully as though contained herein word for word are the Protective Covenants pertaining to the Community.

Section 2. Amendment. The Protective Covenants may be amended by the Declarant, its successors or assigns from time to time and may be amended by a majority vote of the members of the Board of Directors of the Association.

ARTICLE VII

Prohibition of Timesharing

Timesharing is prohibited in the Community. The term "timesharing" shall include, without limitation, timeshare estate, timeshare use, timeshare interval programs, as well as all vacation exchange programs.

ARTICLE VIII

Insurance and Casualty Losses

Section 1. Insurance. The Board of Directors or its duly assigned agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property.

The Board shall obtain a public liability policy applicable to all Common Property insuring the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have a single limit of One Million (\$1,000,000) dollars or a greater amount if

directed by Declarant during the time it shall have control of the Association. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain Director's and Officers' liability insurance.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties, including Mortgagees, as further identified in Article XI below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Missouri and holding a rating of "B" or better as established by A.M. Best Company, Inc., if available, or, if not available, the nearest equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by the individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All insurance policies shall be reviewed annually by one or more qualified persons.

(e) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following.

(i) A waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, the Declarant, and their representative tenants, servants, agents, and guests;

(ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash.

(iii) That no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) That no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any officer, director, or employee of the Association or its duly assigned manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) That no policy may be canceled or substantially modified without at least thirty (30) days prior written notice to the Association.

Section 2. Property Insured by Association: Damage and Destruction.

Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair, or

reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed before then fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least sixty-six (66%) percent of the total Members entitled to vote thereon, the Owner(s) of the damaged property, if any, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the costs thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damages or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.

Section 3. Property Insured by Owners: Damage and Destruction. By virtue of taking title to property within the Community, each Owner covenants and agrees with all other Owners and with the Association that in the event that the Association does not carry insurance on the Owner's property, each individual Owner shall carry liability and casualty insurance or cause such insurance to be carried by Occupant of said property.

Each individual Owner further agrees that in the event of a partial loss of damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the Owner shall clear the Residence of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Section 4. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration of contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

ARTICLE IX

Condemnation

Whenever all or part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VIII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE X

Dedication of Additional Property

As the Owner thereof or, if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time to subject additional property to this Declaration. Any additions may or may not be a Planned Unit Development; however they shall be compatible with the Community and be consistent with the plan of this Declaration. The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall specify the amount of the Annual General Assessment for the additional property and extend this Declaration to such property, and the Owners in such additions shall immediately be entitled to all privileges therein and herein contained.

Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this

Declaration (including provisions for different levels of General Assessments) as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any other Supplemental Declaration with respect to the then existing properties in the Community.

The rights reserved unto the Declarant to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any such additional land to this Declaration.

ARTICLE XI

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Residences in the Community. The provisions of this Article apply to both this Declaration and the By-Laws notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community, or which affects any Residence on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however,

notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the total Members entitled to vote thereon consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner (a decision, including contracts, by the Board or provisions of any Supplementary Declaration regarding assessments for additional property shall not be subject to this provision where such decision or Supplementary Declaration is otherwise authorized by this Declaration.);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Property losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Residence in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.

Section 5. Amendment by Board. If the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation

subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, then the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Veterans Administration Approval. As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article X, and so long as the Veterans Administration is guaranteeing any Mortgage in the Community, the following actions shall require the prior approval of the Veterans Administration: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article X, Section 1 hereof pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Missouri law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XII

Easements

Section 1. Easements for Use and Enjoyment of Common Property. Every Member shall have a right and easement of ingress and egress, use and enjoyment in and

to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following provisions:

- (a) The right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, including, without limitation, golf courses, community boat docks, swimming pools and other amenities; to limit the number of guests who may use the Common Property on a regular or temporary basis; to issue membership cards and temporary guest cards and to charge or not charge a user fee therefor; and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants, and invitees;
- (b) The right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or Community-Wide Standards;
- (c) The right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any

Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community (any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding); the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community; and

(d) The right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Members, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X herein, by the Declarant.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to the Members of his family and guests. An Owner shall be deemed to have made a delegation of all such rights (except for the right of ingress and egress to the Owner's property) to the Occupants of any leased Residence.

Upon the affirmative vote of the Majority of the Members present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and,

so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of Declarant, the Board may alter the use of any Common Property. For example, and by way of illustration and not limitation, the Board may convert tennis courts into a basketball court or vice versa.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Lot to obtain access to such Common Property.

Section 2. Reserved Easements for the Provision of Services to the Community. There is hereby reserved to the Declarant, its successors and assigns, blanket easements upon, across, above and under all property (other than Residences) within the Community for access, ingress, egress, installation, repairing, replacing, maintaining, and removing rights-of-way, drainage facilities, floodway easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a master television antenna system, cable television system, video system, or security system which the Declarant might choose to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Declarant and its successors and assigns to install, repair, replace, maintain, and remove or to authorize the installation, repair, replacement, maintenance, or removal of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Declarant and its successors and assigns shall have full rights of ingress and egress at all times over all portions of the Community for the installation, operation, maintenance, repair, or removal of any of the foregoing utilities or services and shall have

the right to remove any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant or its successors and assigns, interfere with the use of the above installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities, less and except overhead electric transmission lines and drainage installed within the above described easements, shall be installed underground. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept such assignment upon such terms and conditions as are acceptable to Declarant. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

The cost of installation of electricity systems, natural gas services, water and wastewater mains and fire hydrants to serve the Community shall be paid from Assessments as herein provided and from charges made to Owners for furnishing such services at such rates as are charged by local utilities as adjusted from time to time.

Section 3. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XIII, Section 2, hereof, the Board and/or its representatives shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency

personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include the right of the Board and/or its representatives to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 4. Easement for Water Feature Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant and its successors and assigns, across such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns), as are necessary to allow for the maintenance of water features, fountains, wet detention ponds, etc., which are within the Community or which are made available for the use and enjoyment of Owners and Occupants within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of adjacent property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

ARTICLE XIII

General Provisions

Section 1. Enforcement. Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the Community-Wide Standards, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be

amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or Community-Wide Standards shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Lot, Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the Community-Wide Standards. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, should any provision of Missouri law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of the Declaration affected thereby shall run with and bind the land for a term of twenty-

six (26) years from the date of the recording of this Declaration, after which time these provisions shall be automatically extended for successive periods of ten (10) years unless such extension is disapproved at a meeting duly called for such purpose by at least a Majority of the total Association vote (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the Association votes as recorded by a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the written consent of Declarant. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Residences subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a State or National Bank, to enable such lender or purchaser to make or purchase Mortgage loans

on the Residences subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Residences subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a two-thirds (2/3) vote of the total Owners entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of the Declarant. A meeting may be called (but shall not be required to be called) to consider and vote upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

Section 5. Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of the Declarant.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Indemnification. The Association shall indemnify every Officer, Director and Architectural Review Committee Member against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any of the above in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an Officer, Director, or Architectural Review Committee Member. The Officers, Directors, and ARC Members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers, Directors, or ARC

Members may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer, Director, and ARC Member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director, ARC Member or former Officer, Director, or ARC Member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 10. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, Community-Wide Standards, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article X terminates, it shall be expressly permissible for Declarant or its designees to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's development, construction, and sales activities, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the

right to carry on sales and promotional activities in the Community, including directional and sales signs in the common areas; and the right to construct and operate business offices, signs, banners, flags, construction trailers, sales offices, model Residences with fences, gates and walkways, and hold open houses and Parades of Homes for the public. Declarant may use Residences or offices owned or leased by Declarant as model Residences and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 11. Books and Records. This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, Community-Wide Standards, membership register, books of account, and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

Every Director shall have the absolute right at any reasonably time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 12. Audit. An audit of the accounts of the Association shall be made annually in such manner as the Board may decide. Upon written request of any institutional holder of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive a copy of a financial statement within ninety (90) days of the date of the request.

Section 13. Notice of Sale. If an Owner sells his or her Residence, the Owner shall give to the Board, in writing, the name of the purchaser of the Residence and such other information as the Board may reasonably require.

Section 14. Estoppel Certificate. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration. By-Laws, use restrictions, rules and regulations, or Community-Wide Standards by any Owner or Occupant of such property. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed Twenty-five (\$25.00) Dollars for the issuance of each such certificate.

Section 15. Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X above, all agreements and determinations, including settlement

agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 16. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the Community-Wide Standards and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 17. Deviations. The Board or its designed or the Declarant so long as the Declarant has an option to subject additional property to the Declaration as provided in Article X above, may, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, the By-Laws, the rules and regulations, the use restrictions and the Community-Wide Standards.

Section 18. Use of Word "Creekmoor". No Person shall use the word Creekmoor in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Declarant. However, Owners or Occupants may use the term "Creekmoor" in printed or promotional matter where such term is used solely to specify that particular property is located within Creekmoor.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal this 24th day of August, 2004.

ATTEST:

By: [Signature]

Title: SECRETARY

RICHARD H. SMITH

COOPER LAND DEVELOPMENT, INC.
an Arkansas corporation

By: [Signature]

Title: VP

ERNIE DEATON

ATTEST:

By: [Signature]

Title: SECRETARY

RICHARD H. SMITH

CREEKMOOR PROPERTY OWNERS ASSOCIATION, INC.
a Missouri Corporation

By: [Signature]

Title: PRESIDENT

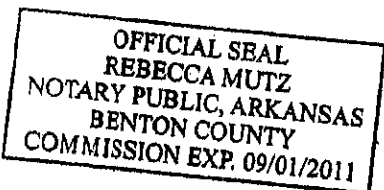
JOHN A. COOPER, III

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, Rebecca Mutz, a Notary Public duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Ernie Deaton and Richard H. Smith, to me personally well known, who stated that they were the VP and SECRETARY of Cooper Land Development, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of August, 2004.

[Signature]
Notary Public



STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, REBECCA MUTZ, a Notary Public duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named JOHN A. COOPER, III and RICHARD H. SMITH, to me personally well known, who stated that they were the PRESIDENT and SECRETARY of Creekmoor Property Owners Association, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of AUGUST, 2004

Rebecca Mutz
Notary Public

OFFICIAL SEAL
REBECCA MUTZ
NOTARY PUBLIC, ARKANSAS
BENTON COUNTY
COMMISSION EXP. 09/01/2011

PROTECTIVE COVENANTS

EXHIBIT 1 TO THE DECLARATION

Section 1. Application. These Protective Covenants shall apply to all of the Existing Property and to additions to Existing Property unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration. In the event of conflict between these Protective Covenants and the Declaration, the Declaration shall prevail.

Section 2. General. These Protective Covenants, beginning at Section 3, set out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article VI, Section 2 of the Declaration. However, the Board may adopt and promulgate, and the Board and the Architectural Review Committee (sometimes referred to as the ARC) may enforce rules and regulations (Architectural Standards) consistent with these Protective Covenants to maintain the standards of the Community. The Board may adopt and promulgate and the ARC may implement and enforce a schedule of Permit Fees for construction, alteration, and other activities on property within the Community. The Board may also require and the ARC may collect and administer Construction and/or Clean-up Deposits for activities within the Community. Permit Fees shall be used to defray the operating expenses of the ARC and may be used to promote the general welfare of the Community. The schedule for Permit Fees and the amounts required for Construction/Clean-up Deposits may be amended by the Board from time to time. The

ARC is authorized to establish roofing standards for the various subdivisions within the Community. These Protective Covenants along with the rules and regulations shall be known as the Community-Wide Standard. In addition, the Board, by a two-thirds (2/3) vote, may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of Declarant.

Section 3. Residential Use. All Residences shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Residence at any time except with the written approval of the Board. The use of a home by the Developer or his designees (Home Builders) as a "model home" or sales office is permitted. Leasing of a Residence shall not be considered a business or business activity. The Board may issue rules regarding permitted business activities.

Section 4. Signs. No sign of any kind, other than "For Sale" signs consistent with the Community-Wide Standard, shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee.

Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs as it may deem necessary. The Developer has the right to erect any and all signs of the size and shape the Developer selects, in its sole discretion, to further the sales of homes and homesites in the community.

Section 5. Vehicles and Garages. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, ATVs, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the Occupants of a Residence shall have more vehicles than the number of parking areas serving their Residence, all vehicles shall be parked within such parking areas. Where the Residence contains a garage, "parking areas" shall refer to the number of garage parking spaces.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than three (3) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such three (3) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, motor homes, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be

considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

No motorized vehicles shall be permitted on pathways or unpaved Common Properties except for public safety vehicles and vehicles authorized by the Board.

All single-family detached Residences shall contain, as a minimum, a two-car garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. All detached garages must be connected to the dwelling structure by a breezeway or covered walkway.

Section 6. Leasing. Unless otherwise provided in the Supplemental Declaration controlling additions made subject to this Declaration, residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 7. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or Community-Wide Standards promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is

first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted in any Residence, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to barking dogs) or constitute a nuisance or inconvenience to the Members or Occupants or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 9. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will

cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 10. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 11. Architectural Standards. The Declarant and/or the Board, through the Architectural Review Committee, shall have the exclusive authority to establish minimum requirements for the size of all residences (heated and cooled square footage). The finished floor area of the main structure of a single family Residence in Westbrook at Creekmoor shall be at least 1,600 square feet for all one-story single family Residences; at least 1,600 square feet on the ground floor for all reverse one and one-half story single family Residences; at least 1,200 square feet of finished ground floor area and at least 1,800 square feet of total finished floor area for any one and one-half story single family Residences; and at least 1,000 square feet of finished ground floor area and a total finished floor area of not less than 2,100 square feet for two story single family

Residences. The above-required minimum square footages shall be exclusive of decks, porches, attached garages, carports, breezeways, steps, eaves and similar portions of such single family Residences. The Declarant and/or the Architectural Review Committee reserves the right to require greater square footages for the approval of any plan. No single family Residence may exceed two (2) levels in height in the front. Each single family Residence shall have an attached garage for not less than two (2) nor more than four (4) vehicles. For any single family Residence constructed with more than a 2-vehicle garage, the driveway for such single family Residence must be constructed to taper to a 2-vehicle driveway width as it meets the street unless otherwise approved in advance by the Architectural Review Committee. Unless otherwise approved by the ARC, each Attached Home shall have a garage for one (1) vehicle and the exterior of such garage shall comply with the requirements of the Protective Covenants and the ARC Rules and Regulations. No exterior construction, alteration, addition, building, structure, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, exterior colors and location shall have been submitted in writing to and approved by the Architectural Review Committee. The following items, without limitation, will be submitted to the Architectural Review Committee for new home construction: house plans (clearly showing total heated and cooled square footage), site plans, landscaping plans, and

exterior color and material schedule. The Board may employ for the Architectural Review Committee architects, engineers or other Persons necessary to enable the Committee to perform its review. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters delegated and in the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified persons.

In the event that the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval on behalf of himself and his successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive

covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Review Committee, the Board or the officers, directors, members, employees and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 12. Antennas. Exterior satellite dishes, aerials, antennas or other communication equipment of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence only with the prior written consent of the Board or its designee. No free standing antennas whatsoever shall be placed on any Residence. The Board or its designee may approve the installation of equipment which does not protrude above the roof line of the Residence at its highest point and is not visible from the street in front of the Residence. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 13. Tree Removal. No trees shall be removed without the express consent of the Board or its designee, except for (a) diseased or dead trees; (b) trees less than six (6) inches in diameter; (c) trees needing to be removed for safety reasons; or (d) trees in the immediate location of a building approved by the Architectural Review Committee.

Section 14. Drainage. Wet and dry retention areas, catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the Architectural Review Committee. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering

drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 15. Site Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 16. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. See also Sections 21 and 32. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community, except when done during the normal construction of a Residence or by Declarant, and only in compliance with City Ordinances.

Section 17. Subdivision of Residence. No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Residence or Residences owned by Declarant during the time in which Declarant may

annex property. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 18. Guns and Archery Equipment. The use of firearms, cross bows, bows and arrows, and archery equipment of any kind or nature in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns and firearms of all types.

Section 19. Fencing. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the Board or its designee. Fence will be compatible with the design of the home and have architectural character. Flat wood fencing that does not have architectural character and visual relief will not be approved. No fence will be higher than four (4) feet from the final ground level to the top of the fence except by special permission of the Architectural Review Committee. The exterior side of the fence has to be finished, specifically the structural characteristics must be covered. No roughsawn board of any kind will be used in the fence. All wood will be painted or opaque stained and maintained in a satisfactory manner. No chain link fence will be allowed within the subdivision. Fences, regardless of construction, will not be permitted any nearer to the front lot line than the rear most corner of the dwelling except in extraordinary circumstances. For Patio Homes and Attached Homes fences may only be permitted around or between rear patios or decks; such placement, if permitted, must be approved in advance by the ARC. No fencing of any kind shall be placed on either lake front or golf front lots.

Section 20. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 21. Air-Conditioning Units and Swimming Pool Equipment. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed. All air conditioning compressors; swimming pool pumps, filters and related equipment; and other similar items shall be located and screened to minimize the noise produced by their operations.

Section 22. Lighting. Except for approved lighting as originally installed on a Residence, exterior lighting visible from the street shall not be permitted, except for two (2) decorative post lights; (b) a street light in conformity with an established street lighting program for the Community; (c) seasonal decorative lights at Christmas; or (d) front house illumination as may be approved by the ARC.

Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Board or its designee.

Section 24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Board or its designee.

Section 25. Above-Ground Swimming Pools and Hot Tubs (Spas). Above ground swimming pools shall not be constructed or installed. Hot tubs (spas) may be installed at the rear of a Residence with the approval of the ARC.

Section 26. Driveways. Except as may be permitted by the Board or its designee, driveways shall be constructed with concrete.

Section 27. Exteriors. The exterior of all improvements including, without limitation, residences, must be repainted in a color approved by the ARC. No Residence exterior shall be constructed of untreated wood.

Section 28. Window Coverings. Aluminum foil on window panes, mirrored or reflective glass is not allowed. Storm windows and doors that are approved by the ARC are allowed.

Section 29. Chimneys. All chimneys that are on the exterior wall must have either brick, stone, stucco product or siding approved by the ARC on the three exterior sides of the chimney. Interior chimneys must have either brick, stone, siding or stucco product on all four sides of the chimney.

Section 30. Mailboxes. Individual mailboxes are not permitted in the Community. Cluster mailboxes shall be provided at locations determined by the Board and the U.S. Postal Service.

Section 31. Landscaping. The purpose of this restriction is to promote landscape development of single family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping.

The ARC shall establish landscaping standards and requirements and may alter or amend them at its discretion.

Section 32. Screening of Heating and Cooling Units. All exterior heat and air conditioning compressors or air handlers must be screened from view. This can be accomplished with either vegetation, brick and/or stone. If vegetation is used it must create a walled off effect. The screening is encouraged on all sides of the equipment but is required on the front and side of the equipment.

Section 33. Storage Tanks. All storage tanks must be approved by the Architectural Review Committee and, if approved, must be buried, or, if they are less than fifty-gallon capacity, may, with the Architectural Review Committee's approval, be installed above ground, if properly screened.

Section 34. Basketball Goals and Playground Equipment. No basketball goals or other playground equipment may be erected or installed without the permission of the ARC. The ARC has the exclusive authority to designate the location for the erection or installation of any basketball goals or playground equipment as a condition of its approval.

Section 35. Property Adjoining Golf Course, Lake or Permanent Recreation Areas. No structure may be placed nor may any material or refuse be placed or stored within 20 feet of the property line of any Common Property used as a golf course, lake or permanent recreation areas.

There shall be no private boat docks or private boating facilities of any kind. There shall be no fencing of any kind placed on either lake front or golf front lots.

Section 36. Enforcement. These Protective Covenants may be enforced in the same manner as any violation or threatened violation of the Declaration of which these Protective Covenants are a part including, but not limited to the lien rights of the Association for any costs or charges incurred in connection therewith.

CREEKMOOR
PROPERTY OWNERS ASSOCIATION

ARCHITECTURAL REVIEW COMMITTEE

RULES
And
REGULATIONS
For
CONTRACTORS
And
HOMEOWNERS

Adopted: March 24, 2004
Revised: October 18, 2004
May 14, 2007

CREEKMOOR
PROPERTY OWNERS ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE
RULES AND REGULATIONS

INTRODUCTION

The following rules and regulations are published by the Architectural Review Committee of the Creekmoor POA, Inc., (hereinafter referred to as "ARC") to orient the property owners and general contractor to the correct procedures, requirements and specifications for construction on lots within Creekmoor.

These rules and regulations may change from time to time. Please check with the ARC administrator for a current issue. These regulations were adopted pursuant to the authority provided by the **Declaration, Covenants and Restrictions** of Creekmoor, Raymore, MO, and wherever these rules and regulations exceed in scope those established by the City of Raymore or other appropriate body, the stricter rules and regulations shall apply.

THE COMMITTEE AND/OR CREEKMOOR POA INC. IS NOT RESPONSIBLE FOR THE WORKMANSHIP, QUALITY OR CONFORMITY WITH CONTRACTUAL SPECIFICATIONS OF ANY CONSTRUCTION PURSUANT TO THESE RULES AND REGULATIONS. THIS IS A MATTER BETWEEN THE OWNER AND HIS/HER/ITS CONTRACTOR. NO WARRANTY OR REPRESENTATION IS MADE TO OR SHOULD BE IMPLIED BY ANY INDIVIDUAL OWNER THAT THE ACTIONS OF THE ARC IN ISSUANCE OF PERMITS, INSPECTIONS AND APPROVAL OF THE CONSTRUCTION OR OTHERWISE, IS INTENDED AS AN IMPLIED APPROVAL OF THE QUALITY, SAFETY, DESIRABILITY OR SUITABILITY OF SUCH DESIGN OR CONSTRUCTION.

The protective covenants that establish and provide for this committee may be amended, rescinded or added to, provided, however, that any such amendment, rescission or addition shall not make the protective covenants less restrictive as they pertain to those lots zoned as residential.

As stated in the Declaration, Protective Covenants and these standards, the function of the ARC is designed to enforce these covenants. This enforcement should be viewed as a best effort attempt to protect the aesthetics and property values as well as enforcement of these rules. The enforcement will protect the property values.

THE APPROVAL PROCESS

The approval process described below applies to all **new** construction planned for Creekmoor. The applications for permit approval received for any improvements to existing structures should follow the guidelines established in Appendix J of this document.

Deviations from approved plans that affect the exterior appearance or site location or plans may result in suspension of privileges (including a builder's or contractor's ability to be approved as contractor for further new construction) and penalties as outlined in the Declaration.

Approval of plans by the ARC does not automatically mean approval from the Raymore City Council. Plans must be approved and all fees paid to the ARC and a permit is required from the City of Raymore.

Construction Review Requirements:

- Forms for ARC Review and Approval (See Appendix A for documents and forms required).
- Issuance of Creekmoor Building Permit. No construction activity can begin prior to receipt of permit (e.g., clearing the land or delivery of materials).
- Issuance of Raymore building permit. The Contractor (or owner) should contact the City Council after the ARC has approved the application in order to arrange for a City of Raymore Building Permit.
- The ARC will meet on an as-needed basis to ensure timely reviews. All submittals must be completed and in accordance with the Appendix A guidelines.

I. PERMITS

A. CONTRACTOR APPROVAL

All single and multifamily dwellings and all commercial structures shall be built only by contractors that have been pre-approved by Developer and ARC. No construction application shall be accepted by the ARC unless it is submitted by an approved contractor. To qualify as an approved contractor, the contractor shall furnish to the ARC a fully completed Contractor's Application, certain financial information, customer references, background information, sample designs, and such other information as the ARC might require. Developer and ARC will review the information submitted and either approve or disapprove the contractor for construction within Creekmoor.

An owner who requests to build his own home shall be considered for approval as any other residential general contractor. However, he must be an experienced residential homebuilder to be considered. On selected lots that are sold to individual purchasers, the owner has the option of utilizing a different homebuilder on a one-time-only basis to construct his custom home. However, the ARC will only consider the contractor if he has sufficient experience, references and financial capability to perform the job. The ARC can request a list of previous homes that were built by the contractor in question.

Contractors are responsible for updating the ARC with current information whenever any information previously submitted to the ARC has changed or is no longer applicable.

A contractor may be denied permission to build in Creekmoor, either at the time of the ARC's initial review of the Contractor's Application or at any time information is brought to the ARC's attention that indicates that it is not in the best interest of the community or its property owners for the contractor to work in Creekmoor.

B. ARCHITECTURAL REVIEW COMMITTEE (ARC) PERMITS

These permits shall be required for all permanent and temporary construction, additions, revisions, removal or demolition within the community including, but not limited to, the following:

Lot clearing, residential homes and buildings, garages, driveways, sidewalks, patios, retaining walls, pump stations, irrigation systems, solar energy systems, geothermal energy systems, swimming pools, swimming buildings, fences, commercial buildings, recreational buildings, tennis courts, racquetball courts, basketball courts, cutting and filling, flag poles, and all other forms of temporary or permanent construction or any change to the exterior of the home other than routine maintenance and upkeep.

Any building form, finish materials, or exterior colors may be denied by the ARC if they are deemed incompatible with the environment of Creekmoor.

All permits issued by the ARC shall comply with the Declaration, Protective Covenants. The fees for residential construction permits are established annually by the Creekmoor Board of Directors. The current fee structure may be obtained at the Creekmoor Property Owners Association office. **Owners are required to obtain a permit from and pay fees to the City of Raymore before starting any construction, change or modification.**

THE ARC PERMITTING FEES ARE IN NO WAY CONNECTED WITH THE CITY OF RAYMORE BUILDING FEE.

C. LAKE SIDE UNDERBRUSHING PERMITS

A permit from the ARC is required for any clearing activity on the shoreline. Lake front property owners should contact the ARC directly to obtain the lake lot mowing and underbrushing permit. All lake front owners are required to complete a "Lake Lot Mowing and Underbrushing Permit" immediately after the property conveyance is complete. This permit is for the intent of ascertaining that sold lake lots will be maintained by the lot owner(s) prior to construction of a residence.

1. An Improvement Plan shall be submitted to the ARC for review and approval. Areas that are currently grassed must be mowed so that the height of the grass never exceeds six (6) inches in height. Areas that are wooded can be underbrushed and trimmed, but no trees larger than a six inch (6") diameter can be cut without approval from the ARC.
2. The location where the future home and driveways are to be located cannot be cleared until the lot owner is starting construction of a home.
3. Failure to maintain the lot to the above standards may result in the POA undertaking this work and charging the lot owner.
4. Underbrushing and cutting trees prior to commencement of home construction must be done with hand tools only. The lot owner is responsible for providing erosion and sedimentation control methods during these efforts to protect the lake from contamination. No debris can be dumped or disposed of in the lake.
5. The shoreline of the lake shall not be changed and no property shall be increased in size by filling in the lake. Property may not be dug out or dredged to cause the water of the lake to protrude into the property. This provision shall not exclude the construction of seawalls.
6. Underbrushing may extend beyond the back boundary of your property line. Each property owner whose lot adjoins the lake may keep his property trimmed and cut to the water's edge to present a pleasing appearance, maintain the proper contour of the lake bank and prevent erosion.

7. After completing a house, the lakeshore lot owner can be permitted to provide uncovered sitting areas, shrubs and landscaping within five feet (5') of the shoreline upon approval by the ARC. No structures will be permitted that will hinder the view of the lake by neighboring property owners.

II. GENERAL CONSTRUCTION GUIDELINES

A. REQUIRED LICENSES AND INSURANCE COVERAGE

1. The approved contractor receiving the ARC building permit must hold current Worker's Compensation and Builder's Risk policies and is responsible for ensuring that all sub-contractors working under the approved contractor's direction at the construction site hold a current Worker's Compensation policy. Such policies of both the approved contractor and the sub-contractor must remain in effect until the Certificate of Occupancy (CO) is issued to the homeowner. A form for the approved contractor's Worker's Compensation, Builder's Risk and General Liability policies is attached as Appendix C.
2. (a) Contractor shall be solely responsible for and shall protect and indemnify the Developer and Creekmoor Property Owners Association against any loss or liability occasioned by the acts of the Contractor or anyone directly employed by it, or contracted with, whether for the making good of defective work, disposal of material wrongfully supplied, making good of damage to property or persons, or excess costs for materials or labor, or the Contractor's failure to observe proper precautions in the conduct of its work. Contractor agrees to procure and maintain, during the life of this Contract, at Contractor's sole cost and expense, comprehensive public liability insurance in an amount not less than One Million Dollars (\$1,000,000), insuring Contractor and **naming Cooper Land Development Company, Inc. and Creekmoor Property Owners Association as named additional insureds** and as loss payees against liability for injury to persons or property occurring in or about the property and which occur as a result of acts or omissions of Contractor. This insurance shall not be cancelled or modified without providing ARC thirty (30) days written notice prior to said cancellation or modification. Each policy shall be written as an "occurrence" policy. This provision shall survive any termination of this Agreement.
- (b) Contractor shall also provide insurance for:
Workers Compensation:
Employer's liability - \$1,000,000

Bodily Injury By Accident - \$500,000 each accident
Bodily Injury By Disease - \$500,000 policy limit
Bodily Injury By Disease - \$500,000 each person
General Liability:
General Aggregate - Other than Prod/Completed
Operations - \$1,000,000
Products/Completed Operations Aggregate - \$1,000,000
Bodily Injury and Property Damage Liability - \$1,000,000
Personal and Advertising Injury - \$1,000,000
Any Automobile Liability:
Each Accident-Single Limit-B.I. and P.D. Combined - \$1,000,000
Excess Liability:
Each Occurrence - \$1,000,000
Aggregate - \$1,000,000

B. STRUCTURE PLANS

The owner is responsible for submitting to the ARC two (2) complete and identical sets of building plans that accurately represent the proposed structure and meet acceptable architectural standards. All plans shall be professionally drawn with sufficient and explicit details to be adequate for the entire construction process. The floor plans will be drawn to a scale of one-fourth inch equals one foot. Elevations, details, and building sections may vary per acceptable architectural standards.

Plans presented to the committee for review should not, as a rule, include "red line" changes marked on those plans. Original drawings (house plans) may contain "red lines" that indicate changes to the original drawing(s) only if the change or changes are minor and are easily understood by the ARC. When the footprint or any exterior elevation of the house is changed, red lined plans are unacceptable. Therefore, any significant structural changes that affect the integrity, square footage or architectural design of the structure shall be represented by professionally re-drawn plans.

The same requirements are applied to submission of a "Building in Process Plan Alteration" request or an "Alteration and/or Addition to Existing Property" request.

Each set of plans must include the following:

1. Floor plans of all levels including basic plumbing and electrical layouts.
2. Elevations of all sides including specific roof pitches, roof materials, overhangs, exterior finishes and colors, and the structure's surrounding finished grade profile of the ground is to be shown. Roof pitch or slope must be considered for snow load. A minimum slope of 8/12 is required; however, minimum roof pitch may vary based upon subdivision.
3. Foundation plan.

4. Detail and building sections showing at least one general building section detailing wall construction, roof pitches, overhangs, and footing details.

At the time of submission of the scheduled Final Inspection Form (Appendix I), a Property Survey will be submitted. The requirements for the property survey drawing will be the same as those for the initial plot plan (Appendix F) except the property survey will show actual placement of the house, attachments, property line, easements, utilities, driveways and erosion control.

A property survey (as-built plot plan) can be requested by the Property Owners Association anytime there may be questions about encroachment into easements, rights-of-way or setbacks, or any time there are questions regarding positioning of structures relative to approved plans, drawings and plot plans. Non-compliance may result in the revocation of the ARC building permit and cessation of construction activity.

C. STANDARD CODES

The issuance of permits for the design and construction of all buildings constructed in Creekmoor shall be constructed in accordance with uniform building codes adopted by Raymore.

D. TIME SCHEDULE

Construction activities must begin within 60 calendar days of the issuance of the ARC building permit. Failure to begin work within this period may cause the permit to be revoked and forfeiture of all fees and deposits.

The ARC considers the date of issuance of the permit as the start of construction. The following shall apply to the construction of all residential structures, as well as the garage:

1. The exterior shall be substantially complete within six (6) months of the start of construction.
2. The interior shall be finished within twelve (12) months of the start of construction; final inspections completed, and Certificates of Occupancy issued.
3. Landscaping shall be completed within sixty (60) days (weather permitting) of final inspection. Exceptions due to winter occupancy may be permitted on a case by case basis.
4. No residence is to be occupied or any personal items stored in any home until it is certified as 100% completed by the final inspection and a Certificate of Occupancy is issued by the ARC. Final Inspection Request form is located at Appendix I.

E. CONSTRUCTION ACTIVITY INFORMATION

During all construction activity, the lot shall be cleaned of trash and miscellaneous building debris on a regular basis. A solid-sided commercial waste container (dumpster) with a minimum capacity of six (6) cubic yards and a chemical toilet are required on all building sites before any construction activity begins. The only exception is during initial lot clearing in order to make room for the container and chemical toilet. The dumpster shall be emptied when full using a commercial dumping service. The ARC will allow placement of the dumpster and chemical toilet on common property and easements if necessary to facilitate access, but they are not allowed to be placed on private property adjoining the property where construction is taking place. Dumpsters and chemical toilets must be placed a minimum of five (5) feet off the edge of the pavement so that they do not present a safety hazard. Contractor may be fined for violation of this rule.

Once a permit for any work has been issued, the side lot lines must be defined with a silt fence, string, surveyor's tape or other means, and all building activities and materials shall be restricted to the lot for which the permit was issued for the duration of construction.

The minimum square footage of all heated floor areas per dwelling unit for residences is indicated in the Declaration and Protective Covenants or Supplemental Declarations.

Neither the road rights-of-way nor the common properties shall be used as a staging area for building materials. Contractor may be fined for violation of this rule.

There will be no washing-out of ready-mix concrete trucks on Creekmoor POA property. This property includes roads, ditches, road rights-of-way, common property and adjoining lots. Any washout necessary should be performed on the lot where the construction is being done. Contractor may be fined for violation of this rule.

The property owner at property owner's expense will do any clearing necessary for the installation of utilities.

No open burning of underbrush, leaves, branches or trash of any kind is permitted on recorded platted residential property, rights-of-way, or common property in Creekmoor by any property owner or contractor or agent of a property owner or contractor. Contractor may be fined for violation of this rule.

Excess noise will be kept to a minimum. **No loud radio or tape playing is permitted.**

F. LOT CLEARING

Lot clearing is prohibited unless a building permit has been issued by the ARC and the City of Raymore. The exception is allowed only on lake lots where an underbrushing permit is allowed.

An entrance must be constructed and approved stone placed firmly against the road surface to prevent damage to the road surface and/or curb.

When loading trucks with debris from the lot, all trucks must be on the lot, not in roadway or road shoulder. Trucks hauling dirt or stone must have a tailgate. Trucks hauling trees, stumps or debris due to lot clearing must have a tailgate or debris must be secured to prevent spills or accidents on the streets. Any street cleaning or road damage will be charged to the contractor.

No trees may be removed within twenty (20) feet of the property line of any common property used as a golf course or permanent recreational area without approval by the ARC Administrator.

Dead, diseased or downed trees, or low hanging limbs that are a safety hazard, may be removed when approved by the ARC Administrator.

All debris is to be removed from the lot within thirty (30) days after clearing.

G. AESTHETIC DESIGN

All buildings and structures shall meet the minimum requirements for aesthetics as established by the ARC, including, but not limited to the following:

1. Except as provided below, no log cabin, "A" frame homes, mobile homes or trailers (with or without wheels), basement (without a Single Family Residence, an Attached Patio Home or Attached Townhome above it), moved house, manufactured home, tent, shack, barn, shed or other outbuilding, or structure shall be constructed or located on any Lot at any time. With respect to Single Family Residences only, other detached structures, such as storage or utility sheds, gazebos, permanent cooking or other grills or ovens, may be constructed or installed only with the approval of the ARC obtained in advance of construction or installation. The ARC must approve of the location and appearance of any such structure and may require it to be screened from view.
2. None of the following exterior finish materials shall be allowed: concrete block (except when used as a foundation) clay block, asphalt siding, asphalt shingle siding, or insulation board. Vinyl siding shall not be permitted except with prior Committee approval and then only in accordance with such specifications for materials and methods of

installation as are established by the Committee. Where concrete block or concrete is utilized in the construction of foundations, such foundations or retaining walls shall be covered with the same material as the outside veneer of the house or an approved alternative covering or painted in the same color as the house to finished grade.

3. All wood and other non-brick or non-stone exteriors of any Single Family Residence, Attached Patio Home or Attached Townhome (except roofs), if permitted by the ARC, shall be painted or stained with high-quality products of a color required by the ARC. During construction, no Single Family Residence, Attached Patio Home, Attached Townhome or any addition to or remodeling thereof shall stand with an unfinished exterior longer than six (6) months. All finish colors shall be natural tones such as tans, grays, earth tones and other mid-range tones found in nature. No bright blues, bright oranges, pinks, bright reds, bright yellows, bright greens, or purples are allowed. No fluorescent finishes or pastels will be allowed.
4. All Single Family Residences, Attached Patio Homes or Attached Townhomes shall be roofed with a minimum of a 30-year composition or such other materials as shall be allowed by the Architectural Review Committee. No roof finishes of white, metallic silver or galvanized color will be allowed.
5. Prefabricated metal fireplaces are acceptable within a residence; however, the metal flue must be totally concealed by approved materials. No prefabricated metal spark arresters or flue tops may be exposed to view.
6. The ARC will review the plan for harmony of design as well as its harmony with the surrounding structures and terrain. The house plans must include front, back, left and right elevations for review by the committee.
7. All Single Family Residences, Attached Patio Homes or Attached Townhomes shall have wood, wood clad, vinyl or aluminum windows or other metal storm windows and screens.
8. All yards initially shall be sodded with the following perennial turf grasses: blue grass, fine blade fescue or fine blade rye. Zoysia grass may be used in certain areas but only as approved in advance by the ARC. Use of Bermuda grass shall not be permitted. Sodding shall not be required in locations where the ARC determines the soil, light, topography or costs would make sodding impractical or unreasonably expensive. All Single Family Residence owners shall keep their respective lawns and plantings mowed, trimmed and in as good condition as soil, climate and other natural or governmental conditions (including watering restrictions) shall permit.

9. The ARC can disapprove any application that it feels does not aesthetically tie into the community design.

H. SETBACKS AND EASEMENTS

Front Setbacks (called building setbacks). Every plotted lot in Creekmoor has a front building setback minimum of twenty-five (25) feet. No structure or part of structure may encroach into a front setback, except approved driveways.

Rear Setbacks. Every platted lot in Creekmoor has a rear building setback minimum of twenty-five (25) feet.

Side Setbacks. All lots have a seven and one-half (7-1/2) foot side building setback. Corner lots have a seven and one-half (7-1/2) foot setback on the interior side and a twenty (20) foot exterior side setback on single family detached dwellings and a fifteen (15) foot side setback on detached patio homes and multifamily dwellings.

Easements. Every platted lot in Creekmoor has a ten (10) foot easement along street frontage, a seven and one-half (7-1/2) foot easement along side lot lines, and a minimum ten (10) foot easement on rear lot lines.

I. UTILITY COMPANIES

Prior to the start of any construction on a lot all utility companies need to be contacted to locate their respective utility adjacent to the lot.

III. FOUNDATIONS

Site-specific foundation investigations are encouraged, but not required, for lightly loaded residences. In the absence of site-specific foundation studies, great care should be taken in design of the foundation to insure the adequacy and structural integrity of the building.

IV. PARKING STANDARDS, DRIVEWAYS, AND GARAGES

A. PARKING STANDARDS

1. External auto storage or standing space shall be provided on each lot.
 - a) Vehicle space shall be a minimum of 200 square feet (10 ft. x 20 ft.) and be provided with vehicular access to a street.

- b) No parking (temporary or permanent) is allowed in areas not approved for parking.
- c) A single detached dwelling shall have no less than two (2) parking spaces served by an adequate driveway and space for the movement of vehicles.
- d) Personal golf carts are not permitted in Creekmoor.

2. Vehicles stored on residential property.

No recreational vehicle, motor home, camper, trailers, boat, boat trailer, ATV, golf carts or other vehicle not normally or customarily used for personal or family transportation shall be parked or stored on the area designed as the yard of a residence nor shall it be parked on the paved driveway of a residence for a period exceeding 72 hours.

3. Parking and storage of commercial vehicles.

Vehicles used specifically for commercial purposes including, but not limited to, construction trucks, cargo-carrying trucks, trailers, and construction equipment shall not be parked in a residential area other than for accommodating work on the premises. This is not intended to include pick-up trucks and vans up to 6,000 lb., GVW, normally used as sources of transportation.

4. Vehicle parked/stored on common property.

No vehicle, including but not limited to, any automobile, truck, camper, trailer, recreational vehicle, boat, boat trailer, or golf cart, shall be parked on common property at any time. No vehicle shall be parked or stored in rights-of-way or other property without approval from the General Manager of the POA. An exception to the street rights-of-way parking prohibition is that for a period of up to 72 hours, parking may be permitted for the purpose of accommodating the temporary requirements of residents, their guests or visitors.

5. Enforcement.

Unauthorized vehicle storage and parking violations will be turned over to the Creekmoor POA. Violators will be notified by phone or in person. If the violation is not corrected within 24 hours, the member shall be notified in writing and given seven (7) days to comply. Failure to comply will result in a fine and the matter being referred to the POA Board of Directors for action under the Declaration and Protective Covenants, Article VIII, Section 4.C. Suspension of Member Rights.

B. DRIVEWAY STANDARDS

1. Driveways
 - a. Shall be a minimum of twelve feet (12') in width.
 - b. Shall be constructed of concrete, brick or other durable aesthetic material to provide dust-free, all-weather surfaces.
 - c. Shall be maintained in good condition.
 - d. Shall be completed prior to final inspection.
 - e. Shall be placed as shown on approved plot plan unless a change has been approved by the ARC.
2. Approval must be granted by the ARC prior to placing the final driveway surface. A request for driveway inspection must be submitted to the ARC office one (1) working day prior to desired inspection date. See Driveway Inspection Form Appendix H.

C. GARAGES

Garages shall be constructed and maintained in accordance with the terms of the Protective Covenants.

V. STORM WATER MANAGEMENT

Erosion control and storm water runoff in Lake Creekmoor is governed by rules established by the Board of Directors of the POA. In addition, construction on individual lots within a larger common plan of development is regulated by state and federal environmental agencies regarding discharge of storm water during construction. The person engaged in or conducting land-disturbing activity, the owner of the property, and the applicant under this rule shall be responsible for maintaining all temporary and permanent erosion, sedimentation, and storm water management measures and facilities during the development of the site. The owner of the property on which work has been done, or any other person or agent in control of such property, shall maintain in good condition, and promptly repair and restore all grade surfaces, vegetation, erosion and sediment control measures, and other protective devices for a time period and to such an extent that there is no longer any danger of damage as expressed by the purpose of this rule. It is a prime concern of the Lake Creekmoor POA to protect the natural beauty and environment of Lake Creekmoor and the remainder of the Development and to comply with environmental regulations. Therefore, the owner shall be responsible for ensuring that the soil conservation and drainage standards for the protection of all properties and the lake are being adhered to with respect to the Board of Directors rule. Measures must be taken to ensure that any excessive runoff, silt and sediment is contained and not allowed to contaminate adjoining properties, or common areas. Contractor shall agree to accept liability and relieve developer for construction storm water discharge violations in accordance with any provisions that are, or may be, promulgated by the Arkansas Department of Environmental Quality. Owner or builder may be fined for violation of this rule.

Appendix D, "Typical Storm Water Pollution Prevention for Individual House Site", is a generic plan for a typical lot to which the builder must adhere, appropriately adapted to the site, for the duration of construction until structures and paving is complete and the lot is stabilized with permanent landscaping.

Water drainage must also be controlled during and after construction and provisions should be planned at the time the house is being oriented. Water must not be allowed to do any of the following:

1. Discharge into streets beyond the capacity of the storm sewer system or in such a way as to otherwise create a localized flooding problem.
2. Discharge across the street or other properties at locations or volumes greater than prior to construction and grading on the lot.
3. Unnecessarily and unreasonably be diverted to adjacent properties.

In most instances, the above objectives can be accomplished by properly utilizing the drainage easements and natural swales at owner's expense.

THE POA IS NOT RESPONSIBLE FOR CORRECTING STORMWATER DRAINAGE PROBLEMS CAUSED BY HOME CONSTRUCTION ANYWHERE IN CREEKMOOR BEFORE, DURING OR AFTER CONSTRUCTION OF RESIDENTIAL LIVING UNITS.

VI. LANDSCAPING [Appendix K]

It is expected that the yard of each home will be established in such a way that it complements the house and the surroundings. Once established, it shall be maintained in a neat and orderly manner, one that is pleasing to the eye and free from any unkempt appearance. Lots that have more than one exposure to view such as corner lots, golf course lots, lake front lots and other amenity lots shall be treated in a consistent manner with consideration to landscaping. Landscaping style may be natural (consistent with the natural forest and mulch-covered earth of Creekmoor utilizing native plantings) or formal (grass lawn, well-defined beds and formal plantings) or a combination of these. Exterior sculptures and similar items are prohibited. Plantings need not be expensive or elaborate, just well placed and aesthetically appealing. A landscaping sketch of the owner's intended basic landscaping plan shall be submitted with the home permit application for approval (Appendix K). Any in-ground sprinkler system (Appendix P) must be submitted for approval as well and must be on a plot plan. Ideally, sprinkler system applications would be presented with the original building application; however, it is recognized that some may be added at a later date. The same requirements apply in either case.

A Lake lot owner may apply for a permit to draw water from Lake Creekmoor for the sole purpose of providing irrigation to the Owner's lawn. The permit application must contain a drawing or representation of the proposed pumping station for the irrigation equipment with adequate assurances that the noise generated by the pump will not disturb

the peace and quiet of the applicant's neighbors or other Members using the lake. All permits issued will be on an annual basis and must be renewed on their anniversary date. The POA reserves the express right to cancel or alter any permit at any time, to refuse to issue permits or to further qualify or deny the use of water from Lake Creekmoor in the time of drought or other emergency at the sole discretion of the Board of Directors.

No vegetable or herb gardens shall be permitted except within an area five feet (5') from the rear of an Attached Patio Home or Attached Townhome and flower gardens shall be permitted only within five feet (5') of the foundation in the front, rear or on any side thereof.

The grounds surrounding a new home that have been disturbed by construction activity must be brought to a finished grade prior to ARC final inspection. Basic landscaping work, as established in the approved application, shall be completed within **sixty (60) days** (weather permitting) of the date of ARC final approval. Exceptions due to winter occupancy may be permitted on a case by case basis. Basic landscaping includes ground cover and plantings. Acceptable ground cover could include grass, mulch, or planted ground cover (such as ivy). No vegetable gardens or grains of field variety shall be grown on lots.

Until landscaping is established and capable of controlling sediment, the homeowner is responsible for preventing sediment from the homeowner's property from running into ditches, across neighboring properties, onto the golf course or onto common property.

Any restoration to Creekmoor rights-of-way, including utilities damage, pavement damage, curb and gutter damage, re-grading and provisions for ground cover establishment, must be completed prior to final inspection by the ARC and issuance of a POA Certificate of Occupancy.

A. SOLD LOT – NO HOME

Areas that are currently grassed must be mowed so that the height of the grass never exceeds six (6) inches in height. Areas that are wooded can be underbrushed and trimmed, but no trees larger than a six inch (6") diameter can be cut without approval from the ARC.

1. The location where the future home and driveways are to be located cannot be cleared until the lot owner is starting construction of a home.
2. Failure to maintain the lot to the above standards may result in the POA undertaking this work and charging the lot owner.
3. Underbrushing and cutting trees prior to commencement of home construction must be done with hand tools only. The lot owner is responsible for providing erosion and sedimentation control methods during these efforts.

VII. FENCES AND WALLS

All fences and walls shall meet the following requirements:

- A. No fence shall exceed forty-eight (48) inches in height or be constructed of concrete, block, barbed wire, chicken wire, woven wire, unfinished metals, cord wood, gravel, rubble, rip-rap, brush, refuse, or other objectionable material. Fences will not be constructed in a manner that inhibits a view through the fence of the lake, golf course(s), surrounding forestlands, and common property from any point adjacent to the property on which the fence is located. No fencing is allowed on golf course or lake lots unless approved in advance by the ARC.
- B. Fences may be built of pressure-treated wood, painted wood, brick, stone, wrought iron, black aluminum or other approved durable materials. Fence materials will be aesthetically pleasing and architecturally complimentary to the subject home, the immediate neighborhood and Creekmoor in general. All approved fencing shall be maintained every two (2) years to ensure aesthetic characteristics of fencing.
- C. All retaining walls more than three (3) feet in height require certification by a Missouri licensed engineer prior to construction.
- D. All finished colors shall be natural tones such as tan, grays and earth tones. No bright blues, bright oranges, bright pinks, bright reds, bright yellows, bright greens or purples will be allowed. No fluorescent finishes or pastels will be allowed.

VIII. SEWER SYSTEM

A. Gravity Sewer System

Westbrook Lots 1-54, Westbrook Villas Lots 1-24, and Southern Hills Lots 1-30 are served by gravity sewer. Future development phases of Creekmoor may be served by pressure sewer.

The owner will include the finish floor elevation of the lowest floor requiring plumbing on the plot plan (see Appendix F).

B. Central Sewer System

If Creekmoor utilizes a pumped effluent sewer system in some geographic areas (interceptor tank), this system shall consist of a holding tank, pump, electric controls and associated appurtenance. The homeowner shall be responsible for the trench from the house to the interceptor tank, the trench from the tank to the street and digging the hole and setting the tank. The owner shall also provide a 115-230 volt 60-cycle single phase AWG 10-3 with ground electric service and a 30-amp circuit for the effluent pump.

The owner shall include the finish floor elevation of the lowest floor requiring plumbing on the plot plan (see Appendix F). Interceptor tanks may be installed but not completed until final power and water have been connected to the home.

The owner shall determine from the plot plan the location of the interceptor tank. Prior to installation of the tank, the contractor shall establish a grade stake benchmark in the proximity of the tank to indicate finish yard elevation. This will allow the installation crew (contractor or sub-contractor of the homeowner) to install riser extensions more consistent with the finished yard elevation benchmark. So that repairs and maintenance are not hampered, the tank and control panel shall not be in areas fenced or heavily landscaped. Since the sewer stub-out from the house, the pump, tank and controls must be located adjacent to each other and accessible, the plotted location of the stub-out and tank must be reviewed and approved by the POA-ARC.

The interceptor tank fee is approved and published by the POA annually. Unusual and unexpected physical conditions encountered may result in additional cost to the homeowner for the interceptor tank installation. (Examples: rock, driveway sleeves, debris removal, and tree removal)

Ownership of the interceptor tank remains with the homeowner. It must be noted, Creekmoor POA will maintain the interceptor tank and pump but may invoice the customer for pumping out the interceptor tank and repairs to the pump and appurtenances.

IX. SWIMMING POOLS

For Single Family Residences, one (1) of each of the following items may be constructed on each Single Family Residence lot for personal, non-commercial use by the Single Family Residence owner with the prior approval of the ARC: In-ground swimming pools, hot tub or spa. The ARC may specify the location and/or require fencing and/or screening of such approved items. No above-ground or above-grade swimming pools shall be permitted on any Single Family Residence lot.

A hot tub or spa may be constructed at the rear of an Attached Patio Home or Attached Townhome but within the Lot lines for personal, non-commercial use by the Owner thereof with the ARC's prior approval. The ARC may require fencing or screening of such items.

No swimming pool or part thereof, excluding apron and walks, shall protrude into any front yard, construction setback line or easement.

The swimming pool area shall be walled or fenced to prevent uncontrolled access by children and pets from the street or adjacent properties. The fence or wall shall meet building codes, shall be maintained in good condition, and shall meet the requirements of

Section VI. Swimming pools and their decking and fencing cannot be constructed closer than twenty (20) feet from the back lot line of a lot adjacent to the golf course or lake.

X. SIGNAGE

All signs are prohibited in areas zoned upon any recorded subdivision plat as residential with the following exceptions:

- A. Signs erected by the POA, developer or a public authority for identification of streets, neighborhoods, recreational amenities, traffic control and directional purposes.
- B. Signs of a temporary nature advertising property "for sale" "for sale by owner" and "constructed by" signs ("constructed by signs" can only be placed on a lot after receiving an ARC permit and construction begins). These signs will be limited to one (1) per lot, upon the specific property involved, and may not be placed for the purpose of advertising that such property is already sold. The size of the sign shall not exceed standard real estate sizes and are subject to approval by ARC.
- C. Signs erected by the Developer in connection with its sales program.

The ARC reserves the right to define or restrict the content of any sign. Illegal signs may be removed by the POA without notification to the property owner.

XI. MISCELLANEOUS REQUIREMENTS

A. MAILBOXES

Cluster mailboxes will be installed by the Developer. At the time of application for an ARC permit, the applicant shall reimburse the Developer for his proportionate cost of the grouped mailbox.

B. TRASH CONTAINERS

All trash containers are mandatory and must be stored inside garages, basements or fenced areas. Individual bags at the street are not acceptable.

No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot or the Common Areas, except during construction of a Single Family Residence, an Attached Patio Home or an Attached Townhome or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, an Attached Patio Home or an Attached Townhome, except such items may be set out for collection after 6:00

p.m. on the day before the scheduled collection day. If there is an alley in the rear of a Single Family Residence, an Attached Patio Home or an Attached Townhome, such items set out for collection shall be placed along such alley.

Trash containers should be removed from the street on the day the garbage service runs.

C. HOUSE NUMBERS

Each house must display the street address (numbers) using at least four (4) inch numbers and colors contrasting with the background. The numbers must be visible from the street and installed before final inspection.

The correct house numbers will be assigned by the Postmaster and the ARC Administrator when a building permit is issued.

D. CLOTHESLINES

No outside clotheslines will be allowed.

E. EXTERNAL ANTENNAS/TV SATELLITE DISHES (Appendix O)

Television satellite receivers (FCC Approved) and/or dishes (Antennas), of nineteen (19) inches in diameter or less shall be allowed on any Creekmoor building with issuance of an ARC permit. Said antennas shall be placed so as to be minimally noticeable by casual observance. All other antennas and satellite dishes shall continue to be restricted.

Any electronic interference created by an antenna or satellite dish shall be the sole responsibility of the property owner who shall correct or remove the device within a reasonable time after receiving written notice of the problem.

F. BURNING

No open burning of underbrush, leaves, branches or trash of any kind is permitted on recorded platted residential property, rights-of-way, or common property in Creekmoor by any property owner, contractor or agent of a property owner or contractor.

Contractors and property owners are subject to a fine for violation of this rule.

G. CONSTRUCTION ENTRANCE

A gravel, or approved stone entrance must be provided at the street entrance to the property to prevent damage to the road surface edges and to help contain mud and debris from being tracked onto the roadway. Any roadway cleaning made necessary by tracking of mud and debris by construction vehicles must be routinely performed by the General Contractor, or his agents.

H. BASKETBALL GOALS AND PLAYGROUND EQUIPMENT

For Single Family Residences, one (1) permanent basketball goal may be erected adjacent to or along the Single Family Residence's driveway with the prior approval of the ARC. Portable basketball goals are not permitted.

No playground equipment may be installed or used, temporarily or permanently, in the front or side yards of any Single Family Residence.

No basketball goals, whether permanent or portable, shall be erected, installed, used, placed or permitted to remain on any Attached Patio Home or Attached Townhome or any part or portion thereof, or on or in any related Common Area adjacent thereto (i.e., driveways or sidewalks).

No sport court nor any playground equipment may be installed or used, temporarily or permanently, on or in any Common Area adjacent or nearby to any in any Attached Patio Home or Attached Townhome.

I. FLAGPOLES

A flagpole may be erected or installed in the front yard of a Single Family Residence with the approval of the ARC obtained in advance of erection or installation of the same. The location, height, design, materials and method of installation of such flagpoles shall be as approved or established in advance by the ARC. Flagpoles are prohibited in the Common Areas or on Attached Patio Homes or Attached Townhomes.

J. HOLIDAY DECORATIONS

Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence, an Attached Patio Home or an Attached Townhome on any Lot only during the period beginning forty-five (45) days prior to and ending twenty-one (21) days after the applicable holiday and such decorations must be removed prior to the expiration of such period. The method and means of installation of such lights and decorations shall be only as established or permitted by the ARC.

K. SEPTIC TANKS

No septic tanks or other individual sewage disposal system may be constructed on any Lot or elsewhere on the Property.

L. STORAGE TANKS

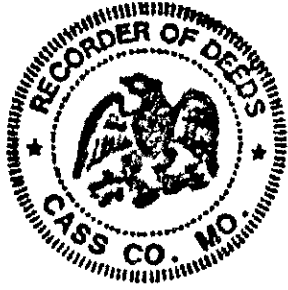
No tank for storage of oil or other product may be maintained in any Attached Patio Home, Attached Townhome or Single Family Residence, or in any garage, or on any Lot, whether above or below the surface of the ground.

FORMS

Checklist for Construction Application..... Appendix A
Specifications List Appendix B
Proof of Insurance
 Workman’s Comp., Builder’s Risk and General Liability Insurance .. Appendix C

General Information Questionnaire..... Appendix D
Construction Application..... Appendix E
Instructions to Surveyors..... Appendix F
Change/Addition to Home Under Construction..... Appendix G
Driveway Inspection..... Appendix H
Request for Final Inspection..... Appendix I
Change/Addition to Existing Home Appendix J
Landscaping Intent Appendix K
Flood Control..... Appendix L
Underbrushing Permit Appendix M
Application for Home Business Permit..... Appendix N
Satellite Dish Application..... Appendix O
In Ground Irrigation Systems Appendix P
Agreement & Understanding..... Appendix Q
Lake Lot Owner Pump Irrigation Application Appendix R

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FILE NUMBER 369902
OR BK 02883 PG 0157
RECORDED 10/03/2006 08:43:28 AM
RECORDING FEE 81.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

**AMENDEMENT TO PROTECTIVE COVENANTS
FOR
CREEKMOOR, A PLANNED UNIT DEVELOPMENT
CASS COUNTY, MISSOURI**

Date: August 10, 2006
Declarant: Creekmoor Property Owners Association, Inc.
Declarant's Address: 903 North 47th Street
Rogers, Arkansas 72756

This document acts to amend and replace in their entirety the Protective Covenants which were attached as Exhibit 1 to the Declaration of Covenants and Restrictions for Creekmoor Planned Unit Development recorded on September 8, 2004 at 1:44 p.m. as Book 002493, page 000070, et seq., file number 306570, wherein Cooper Land Development, Inc. ("Grantor") dedicated certain real property to the terms and conditions of the Declaration as aforesaid.

Recording Requested By:
Cooper Land Development, Inc.
When Recorded Mail To:
Cooper Land Development, Inc.
903 North 47th Street
Rogers, Arkansas 72756
Attn: Terry D. Phillips

(Above Space For Recorder's Use)

**AMENDEMENT TO PROTECTIVE COVENANTS
FOR
CREEKMOOR, A PLANNED UNIT DEVELOPMENT
CASS COUNTY, MISSOURI**

CASS COUNTY, MISSOURI

Recording Requested By:]
]
COOPER LAND DEVELOPMENT, INC.]
]
When Recorded Mail To:]
]
COOPER COMMUNITIES, INC.]
903 North 47 th Street]
Rogers, AR 72756]
Attn: Terry D. Phillips]
]

(Above Space For Recorder's Use Only)

**AMENDMENT TO PROTECTIVE COVENANTS
FOR
CREEKMOOR, A PLANNED UNIT DEVELOPMENT**

This AMENDMENT TO PROTECTIVE COVENANTS FOR CREEKMOOR, A PLANNED UNIT DEVELOPMENT, is entered into this 10th day of August, 2006 and recites as follows:

WHEREAS, Cooper Land Development Company, Inc., an Arkansas corporation, as owner and developer, executed on the 24th day of August, 2004, a Declaration with Protective Covenants attached thereto as Exhibit I and forming a part of said Declaration, which Declaration was filed for record at 1:44 p.m. on the 8th day of September, 2004 in the office of the Clerk of Court in and for Cass County, Missouri, and is there recorded in Deed Book 002493, Page 000070, et seq; (hereinafter referred to as "the Declaration"); and

WHEREAS, Creekmoor Property Owners Association, Inc., a Nonprofit Corporation organized under the laws of the State of Missouri, (hereinafter "the POA") joined in the Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the Declaration in Article VI, Section 2, provides for amendments to the Protective Covenants to be made by the POA's Board of Directors upon an affirmative vote or resolution duly made for that purpose; and

WHEREAS, the Board of Directors for the POA, by unanimous written consent executed effective July 12, 2006, amended the Protective Covenants in the form attached hereto as Exhibit "1" and incorporated herein by this reference; and

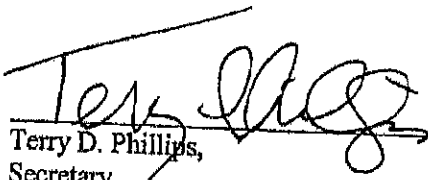
WHEREAS, the Board of Directors for the POA further authorized and directed the Secretary for the POA to prepare, execute and record this Amendment to the Protective Covenants,

NOW THEREFORE, in compliance with Article VI, Section 2 of the Declaration and the Unanimous Written Consent entered into by the Board of Directors for the POA, the Protective Covenants attached as Exhibit "1" to the Declaration are hereby amended in the form as attached to this Amendment to the Protective Covenants as Exhibit "1". Any language that has been stricken from the original Protective Covenants by this Amendment is shown on Exhibit "1" attached hereto with a line drawn through it, and any language that has been added by this Amendment to the Protective Covenants is shown in italics and underlined.

IN WITNESS WHEREOF, this instrument is executed by the duly elected Secretary for the Creekmoor Property Owners Association, Inc. as of the date first set forth above.

CREEKMOOR PROPERTY OWNERS
ASSOCIATION, INC.,
a Missouri Non-Profit Corporation

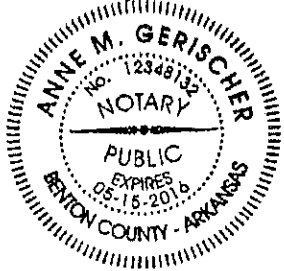
By:


Terry D. Phillips,
Secretary

STATE OF ARKANSAS)
) ss. **ACKNOWLEDGMENT**
COUNTY OF BENTON)

On this day before me, the undersigned, a Notary Public duly qualified, commissioned and acting within and for the said state and county, appeared in person the within named Terry D. Phillips, to me well known, who stated that he was the duly elected Secretary of CREEKMOOR PROPERTY OWNERS ASSOCIATION, INC., a Missouri non-profit corporation, and that he was duly authorized in his respective capacity to execute the foregoing instrument for and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and Notary Seal on this 10th day of August, 2006.



Anne M. Gerischer
Notary Public

PROTECTIVE COVENANTS

EXHIBIT 1 TO THE DECLARATION

Section 1. Application. These Protective Covenants shall apply to all of the Existing Property and to additions to Existing Property unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration. In the event of conflict between these Protective Covenants and the Declaration, the Declaration shall prevail.

Section 2. General. These Protective Covenants, beginning at Section 3, set out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article VI, Section 2 of the Declaration. However, the Board may adopt and promulgate, and the Board and the Architectural Review Committee (sometimes referred to as the ARC) may enforce rules and regulations (Architectural Standards) consistent with these Protective Covenants to maintain the standards of the Community. The Board may adopt and promulgate and the ARC may implement and enforce a schedule of Permit Fees for construction, alteration, and other activities on property within the Community. The Board may also require and the ARC may collect and administer Construction and/or Clean-up Deposits for activities within the Community. Permit Fees shall be used to defray the operating expenses of the ARC and may be used to promote the general welfare of the Community. The schedule for Permit Fees and the amounts required for Construction/Clean-up Deposits may be amended by the Board from time to time. The ARC is authorized to establish roofing standards for the various subdivisions within the Community. These Protective Covenants along with the rules and regulations shall be known as the Community-Wide Standard. In addition, the Board, by a two-thirds (2/3) vote, may, from time

to time, without consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article X hereof, the consent of Declarant.

Section 3. Residential Use. All Residences shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Residence at any time except with the written approval of the Board. The use of a home by the Developer or his designees (Home Builders) as a "model home" or sales office is permitted. Leasing of a Residence shall not be considered a business or business activity. The Board may issue rules regarding permitted business activities.

Section 4. Signs. No sign of any kind, other than "For Sale" signs consistent with the Community-Wide Standard, shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs as it may deem necessary. The Developer has the right to erect any and all signs of the size and shape the Developer selects, in its sole discretion, to further the sales of homes and homesites in the community.

Section 5. Vehicles and Garages. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, ATVs, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the Occupants of a Residence shall have more vehicles than the number of parking areas serving their Residence, all vehicles shall be parked within such parking areas. Where the Residence contains a garage, "parking areas" shall refer to the number of garage parking spaces.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than three (3) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such three (3) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, motor homes, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

No motorized vehicles shall be permitted on pathways or unpaved Common Properties except for public safety vehicles and vehicles authorized by the Board.

All single-family detached Residences shall contain, as a minimum, a two-car garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. All detached garages must be connected to the dwelling structure by a breezeway or covered walkway.

Section 6. Leasing. Unless otherwise provided in the Supplemental Declaration controlling additions made subject to this Declaration, residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 7. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or Community-Wide Standards promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted in any Residence, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to barking dogs) or constitute a nuisance or inconvenience to the Members or Occupants or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all

times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 9. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 10. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 11. Architectural Standards. The Declarant and/or the Board, through the Architectural Review Committee, shall have the exclusive authority to establish minimum requirements for the size of all residences (heated and cooled square footage). The finished floor area of the main structure of a single family Residence in Westbrook at Creekmoo shall be at least 1,600 square feet for all one-story single family Residences; at least 1,600 square feet on the ground floor for all reverse one and one-half story single family Residences; at least 1,200 square feet of finished ground floor area and at least 1,800 square feet of total finished floor area for any one and one-half story single family Residences; and at least 1,000 square feet of finished ground floor area and a total finished floor area of not less than 2,100 square feet for two story single family Residences. The above-required minimum square footages shall be exclusive of decks, porches, attached garages, carports, breezeways, steps, eaves and similar portions of such single family Residences. The Declarant and/or the Architectural Review Committee reserves the right to require greater square footages for the approval of any plan. No single family Residence may exceed two (2) levels in height in the front. Each single family Residence shall have an attached garage for not less than two (2) nor more than four (4) vehicles. For any single family Residence constructed with more than a 2-vehicle garage, the driveway for such single family Residence must be constructed to taper to a 2-vehicle driveway width as it meets the street unless otherwise approved in advance by the Architectural Review Committee. Unless otherwise approved by the ARC, each Attached Home shall have a garage for one (1) vehicle and the exterior of such garage shall comply with the requirements of the Protective Covenants and the ARC Rules and Regulations. No exterior construction, alteration, addition, building, structure, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in

accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, exterior colors and location shall have been submitted in writing to and approved by the Architectural Review Committee. The following items, without limitation, will be submitted to the Architectural Review Committee for new home construction: house plans (clearly showing total heated and cooled square footage), site plans, landscaping plans, and exterior color and material schedule. The Board may employ for the Architectural Review Committee architects, engineers or other Persons necessary to enable the Committee to perform its review. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters delegated and in the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified persons.

In the event that the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval on behalf of himself and his successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction

in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Review Committee, the Board or the officers, directors, members, employees and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 12. Antennas. Exterior satellite dishes, aerials, antennas or other communication equipment of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence only with the prior written consent of the Board or its designee. No free standing antennas whatsoever shall be placed on any Residence. The Board or its designee may approve the installation of equipment which does not protrude above the roof line of the Residence at its highest point and is not visible from the street in front of the Residence. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 13. Tree Removal. No trees shall be removed without the express consent of the Board or its designee, except for (a) diseased or dead trees; (b) trees less than six (6) inches in diameter; (c) trees needing to be removed for safety reasons; or (d) trees in the immediate location of a building approved by the Architectural Review Committee.

Section 14. Drainage. Wet and dry retention areas, catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the Architectural Review Committee. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 15. Site Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 16. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. See also Sections 21 and 32. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community, except when done during the normal construction of a Residence or by Declarant, and only in compliance with City Ordinances.

Section 17. Subdivision of Residence. No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Residence or Residences owned by Declarant during the time in which Declarant may annex property. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 18. Guns and Archery Equipment. The use of firearms, cross bows, bows and arrows, and archery equipment of any kind or nature in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns and firearms of all types.

Section 19. Fencing. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the ~~Board or its designee~~ ARC. Fence will be compatible with the design of the home and have architectural character. Flat wood fencing that does not have architectural character and visual relief will not be approved. No fence will be higher than four (4) feet from the final ground level to the top of the fence except by special permission of the Architectural Review Committee. The exterior side of the fence has to be finished, specifically the structural characteristics must be covered. No roughsawn board of any kind will be used in the fence. All wood will be painted or opaque stained and maintained in a satisfactory manner. No chain link fence will be allowed within the subdivision. Fences, regardless of construction, will not be permitted any nearer to the front lot line than the rear most corner of the dwelling except in extraordinary circumstances. For Patio Homes and Attached Homes fences may only be permitted around or between rear patios or decks; such placement, if permitted, must be approved in advance by the ARC. ~~No fencing of any kind shall be placed on either lake front or golf front lots.~~ Any fencing proposed for either lake front or golf front lots must be approved in advance by the ARC.

Section 20. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 21. Air-Conditioning Units and Swimming Pool Equipment. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed. All air conditioning compressors; swimming pool pumps, filters and related equipment; and

other similar items shall be located and screened to minimize the noise produced by their operations.

Section 22. Lighting. Except for approved lighting as originally installed on a Residence, exterior lighting visible from the street shall not be permitted, except for two (2) decorative post lights; (b) a street light in conformity with an established street lighting program for the Community; (c) seasonal decorative lights at Christmas; or (d) front house illumination as may be approved by the ARC.

Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Board or its designee.

Section 24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Board or its designee.

Section 25. Above-Ground Swimming Pools and Hot Tubs (Spas). Above ground swimming pools shall not be constructed or installed. Hot tubs (spas) may be installed at the rear of a Residence with the approval of the ARC.

Section 26. Driveways. Except as may be permitted by the Board or its designee, driveways shall be constructed with concrete.

Section 27. Exteriors. The exterior of all improvements including, without limitation, residences, must be repainted in a color approved by the ARC. No Residence exterior shall be constructed of untreated wood.

Section 28. Window Coverings. Aluminum foil on window panes, mirrored or reflective glass is not allowed. Storm windows and doors that are approved by the ARC are allowed.

Section 29. Chimneys. All chimneys that are on the exterior wall must have either brick, stone, stucco product or siding approved by the ARC on the three exterior sides of the chimney. Interior chimneys must have either brick, stone, siding or stucco product on all four sides of the chimney.

Section 30. Mailboxes. Individual mailboxes are not permitted in the Community. Cluster mailboxes shall be provided at locations determined by the Board and the U.S. Postal Service.

Section 31. Landscaping. The purpose of this restriction is to promote landscape development of single family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. The ARC shall establish landscaping standards and requirements and may alter or amend them at its discretion.

Section 32. Screening of Heating and Cooling Units. All exterior heat and air conditioning compressors or air handlers must be screened from view. This can be accomplished with either vegetation, brick and/or stone. If vegetation is used it must create a walled off effect. The screening is encouraged on all sides of the equipment but is required on the front and side of the equipment.

Section 33. Storage Tanks. ~~All storage tanks must be approved by the Architectural Review Committee and, if approved, must be buried, or, if they are less than fifty gallon capacity, may, with the Architectural Review Committee's approval, be installed above ground, if properly screened.~~ All storage tanks must be approved by the Architectural Review Committee

and, if approved, must be buried, or, if they are less than one hundred and one (101) gallons in capacity, may, with the Architectural Review Committee's approval, be installed above ground, if properly screened.

Section 34. Basketball Goals and Playground Equipment. No basketball goals or other playground equipment may be erected or installed without the permission of the ARC. The ARC has the exclusive authority to designate the location for the erection or installation of any basketball goals or playground equipment as a condition of its approval.

Section 35. Property Adjoining Golf Course, Lake or Permanent Recreation Areas. No structure may be placed nor may any material or refuse be placed or stored within 20 feet of the property line of any Common Property used as a golf course, lake or permanent recreation areas.

~~There shall be no private boat docks or private boating facilities of any kind. There shall be no fencing of any kind placed on either lake front or golf front lots.~~

Certain "lake front" lots may allow for the construction of private boat docks. The construction of any private boat dock is prohibited unless all plans and specifications for same have been approved in advance by the ARC. Any lake front lot owner concerned about whether a private boat dock would be allowed on his lot should confirm availability with the ARC before proceeding with plans for construction.

Section 36. Enforcement. These Protective Covenants may be enforced in the same manner as any violation or threatened violation of the Declaration of which these Protective Covenants are a part including, but not limited to the lien rights of the Association for any costs or charges incurred in connection therewith.