

2001 I 91844

THE VILLAS AT THE MEADOWS OF WINTERSET

**DECLARATION OF EASEMENTS, COVENANTS  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 25th day of October, 2001, by BMW COMMUNITIES, INC., a corporation (herein called the "Developer").

WHEREAS, Developer is the owner of that certain real property situated in Jackson County, Missouri described on Exhibit "A" attached hereto ("Community") and desires to create a community possessing superior standards of aesthetics, improvements and quality of life; and

WHEREAS, Developer desires to submit and subject such real property, together with all buildings, improvements and fixtures of whatever kind now or hereafter located thereon, and all easements, right, appurtenances, and privileges belonging or in any way pertaining thereto, to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights contained herein, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the community; and

WHEREAS, for the efficient management of the Community, Developer wishes to create the Association which shall exercise such powers and function as are set forth herein; and

WHEREAS, The Villas at the Meadows of Winterset Community Association, a Missouri not for profit corporation, has been, or will be, incorporated for the purpose of exercising the foregoing powers and functions; and

WHEREAS, Developer intends that all persons or entities hereafter acquiring any interest in the Community shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which are hereby declared to be in furtherance of the plan to promote and protect the Community.

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NOW, THEREFORE, Developer, for the purposes above set forth, declares that all property within the Community shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon all property within the Community and all parties having or acquiring any right, title, or interest in or to any property within the Community, and shall inure to the benefit of and be the responsibility of each Owner and each Member of the Association.

## ARTICLE I

### DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall apply in this Declaration.

1.1 "Additional Property" means any additional real property that is annexed to the Community, in accordance with the provisions of Article X.

1.2 "Architectural Control Committee" or "ACC" means the committee provided for in Article VII.

1.3 "Assessments" shall include the following:

(a) "Regular Assessment" means the amount which is to be paid by each Owner as such Owner's share of the Common Expenses of the Association.

(b) "Special Assessment" means (i) a charge against a particular Owner directly attributable to such Owner to reimburse the Association for costs incurred in bringing the Owner or Owner's Residence into compliance with the provisions of this Declaration, the Design Standards, or the Association Rules; (ii) any other charge designated as a Special Assessment in this Declaration, the Association Rules or Design Standards; and (iii) attorneys' fees and other charges payable by such Owner as a Special Assessment pursuant to the provisions of this Declaration.

1.6 "Association" means The Villas at the Meadows of Winterset Community Association, a Missouri not for profit corporation, or similar name permitted by the Missouri Secretary of State.

1.7 "Association Board" or "Board" means the Board of Directors of the Association.

1.8 "Association Declaration" or "Declaration" means this Declaration and any amendments thereto.

1.9 "Association Rules" or "Rules" means the rules and regulations adopted by the Association.

1.10 "City" means the City of Lee's Summit, Missouri.

1.11 "Common Expenses" means the costs incurred by the Association in conducting activities for which the Association is responsible pursuant to the terms hereof. Common Expenses shall include, but not be limited to, the following:

(a) the cost of maintenance, management, operating, repair, and replacement of all areas and facilities within the Community that are owned, maintained or operated by the Association, including landscape easements and utilities provided directly to the Association;

(b) the cost of exterior maintenance of Residences and grounds, limited to exterior trim painting, lawn and landscape maintenance and snow removal from sidewalks, and drives;

(c) the cost of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, superintendents, attorneys, and employees;

(d) taxes of any nature owing by the Association and the cost of any insurance maintained by the Association;

(e) reasonable reserves for contingencies, replacements, and other proper purposes as deemed appropriate by the Association;

(f) the costs of any other item or items to be provided or performed by the Association pursuant to this Declaration or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

1.12 "Community" means the land described on Exhibit "A", together with any Additional Property.

1.13 "Design Standards" means the rules, regulations, restrictions, architectural standards, and construction guidelines herein designated as such and as otherwise which may from time to time be adopted by the Architectural Control Committee.

1.14 "Developer" means BMW COMMUNITIES, INC., a corporation, and its successors and assigns (whether partial or full), or any person or entity to whom the Developer's rights hereunder are specifically assigned in writing.

1.15 "Lot" means a subdivided lot within the Community as shown on the applicable Plat.

1.16 "Majority", where not specifically designated otherwise, means at least 51% of the total votes entitled to be cast with respect to a given matter.

1.17 "Occupant" means the record owner, whether one or more persons, of fee simple title to any Residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 "Person" means an individual, corporation, partnership, trustee, or other entity capable of holding title to real property, and their respective heirs, representatives, successors, and assigns.

1.19 "Plat" means collectively each plat of subdivision of the Community as recorded in the Office of the Recorder of Deeds of Jackson County, Missouri.

1.20 "Record" or "Recording" means an instrument of records in, or the act of recording an instrument with, the Office of the Recorder of Deeds of Jackson County, Missouri.

1.21 "Residence" means a residential dwelling designed for use by one family.

1.22 "Screen" means to partition in a manner such that one cannot see through the partition.

1.23 "Supplemental Declaration" means a declaration of easements, covenants, conditions, and restrictions, or similar instrument, annexing additional real property to the Community and subjecting such real property to this Declaration.

1.24 "Tract" means an area on the applicable plat designated with an alphabetical letter and which is owned or to be owned by the Association.

## ARTICLE II

### The Declaration

Developer hereby establishes the Community and this Declaration to govern the use and occupancy of Residences and Lots within the Community.

## ARTICLE III

### Association

3.1 Purpose of the Association. The Association has been, or will be, incorporated as a corporation not organized for profit under the laws of Missouri. The Association shall be responsible for the protection, improvement, alteration, maintenance, repair, replacement, administration, and operation of the Community, including taking such action as is necessary for the assessment of expenses, payment of losses, disposition of casualty insurance proceeds (if any), and other matters as provided in or contemplated by this Declaration, the Association Articles, the Association Bylaws, the Association Rules or Design Standards.

3.2 Membership in Association.

(a) Subject to the provisions of Section 3.10 hereof, each Residence shall be entitled to only one vote in the Association, the number of Owners notwithstanding. When more than one Person owns a Residence, the vote for such Residence shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one.

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Residence. The Association Member must be an individual who is either an Owner, or if the Owner is or includes a Person other than an individual, an individual designated in writing by the Owner to be the member representative.

(b) A membership in the Association shall be inseparable from the Residence to which it applies, and may not be transferred separately from such Residence.

### 3.3 Board of Directors of the Association.

(a) The affairs of the Association shall be conducted by the Board as herein provided and in accordance with the Association Articles and Association Bylaws. Except for directors elected by the Developer as provided for in Section 3.10, each director shall be an Association member.

### 3.4 Duties and Powers of the President of the Association.

(a) To the extent not prohibited by law, or as otherwise herein expressly limited, the President of the Association shall be empowered to exercise control over the affairs of the Association and to act on behalf of, and bind, the Association in every instance wherein the Association is required or permitted to take any action. The action of the President shall at all times be subject to the review of the Board.

(b) Notwithstanding anything in this section to the contrary, the President shall not have the power to borrow any funds on behalf of the Association, make any expenditures on behalf of the Association which are, in the aggregate, more than 5% of the total amount of the Association's budget, or increase the amount of or levy any Assessment, without the prior approval of the Board.

3.5 President's Determination Binding. In the event of any dispute or disagreement between any Owners, Association members, or any other Person subject to this Declaration, relating to the Community, or any question of interpretation or application of the provisions of this Declaration, the Association Articles or Bylaws, any Association Rules or other rules of the Association, or any Design Standards, the determination thereof by the President shall be final and

binding on each and all of such Owners, Association members, or Persons. The President may, at his election, delegate the resolution of such dispute or disagreement to the Board or a committee appointed by the President.

3.6 Approval of Members. Unless elsewhere otherwise specifically provided in this Declaration or the Articles or Bylaws of the Association, any provision of this Declaration that requires the vote or written assent of the members of the Association shall be deemed satisfied by the following:

(a) The vote in person, or by proxy, of the specified percentage of Association members entitled to vote at a meeting duly called and noticed pursuant to the provisions of the Association Articles or Bylaws, dealing with annual or special meetings of the members of the Association.

(b) Written consents signed by the specified percentage of members then entitled to vote as provided in the Bylaws of the Association.

3.7 Association Rules. In order to be able to address specific matters relating to the administration, operation and development of, or other matters relating to, the Community, the Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (the "Rules"). The Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise. The Rules shall not be inconsistent with the terms of this Declaration. The Rules may not unreasonably or unlawfully discriminate among Association members. The Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and Association members, and all other Persons having any interest in, or making any use of, the Association, whether or not actually received thereby. The Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner, Association member, or other Person entitled thereto, upon request. To the extent of any conflict between any

provision of the Rules and any provisions of this Declaration, the provisions of the Rules shall be superseded.

3.8 Indemnification. To the fullest extent permitted by law, every director and every officer of the Association, and the members of the Architectural Control Committee, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal, or control over members of the Board or the ACC) shall be indemnified by the Association, and every other person serving as an employee, or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, may, in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association whether or not he is a director, an officer, or a member of the ACC, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Board shall determine, in good faith, that such officer, director, member of the ACC, or other Person, or the Developer, did not act, fail to act, or refuse to act willfully, fraudulently, criminally or with gross negligence, in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Person may be entitled at law or otherwise.

3.9 Non-Liability of Officials. To the fullest extent permitted by law, neither the Developer, the Association President, any directors or officers of the Association, any ACC member, nor any other members or committees of the Association shall be liable to any Association Member or any Owner, Occupant, or other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, inaction, omission, error, or negligence, made in good faith and believed to be within the scope of his duties.



3.10 Developer's Control of the Association. Notwithstanding anything in this Article III or elsewhere in this Declaration to the contrary, the Developer shall maintain absolute and exclusive control over the Association and the ACC; including appointment and removal of the President and all other officers of the Association, all members of the Board of Directors and all members of the ACC, until the Developer owns no Lots, Residences or land in the Community (as it exists from time to time). Until such time, only the Developer will be entitled to cast any votes with respect to the election and removal of Association officers or directors and members of the ACC, or any other matter requiring the vote or approval of Association members. The Developer voluntarily may (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Section by written assignment without affecting any rights of control not relinquished.

#### ARTICLE IV

##### Creation of Lien and Personal Obligation

Each Owner, by acceptance of a deed or other conveyance of an interest in a Residence, is deemed to personally covenant and agree to pay all Assessments. The Assessments, together with interest thereon, late charges, attorneys' fees, and court costs, and other costs of collection thereof, as provided herein, shall be a continuing lien upon the Owner's Lot and Residence against which the Assessments are made. The personal obligation for delinquent payments shall not pass to an Owner's successor unless expressly assumed by him, her or it. If an Owner shall consist of more than one Person, the obligations of the Owner for the payment of Assessments on such Owner's Residence shall be joint and several.

4.1 Purpose of Assessments. Except as otherwise herein set forth, the Assessments levied by the Association shall be used: (a) to promote the health, safety, and welfare of Owners; (b) to enhance the value of the Community; (c) to pay the costs of administration of the Association; (d) to pay all other Common Expenses; and (e) to otherwise further the interests of the Community.

4.2 Regular Assessments.

(a) Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be determined by the Association.

(b) Not later than 60 days prior to the beginning of each fiscal year of the Association, the Association shall make available for review by each Owner at the Association's office, during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year, approved by the Board, estimating the total Common Expenses to be incurred by such Association for such fiscal year. The operating statement or budget shall also set forth the amount of the Regular Assessment to be paid by each Owner and the Association shall notify each Owner thereof. Each Owner shall thereafter pay to the Association the entire Regular Assessment as so determined on or before the beginning of the Association's fiscal year, which date shall be set forth in the written notice sent to Owners.

(c) If the Association subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, the Association President shall then immediately determine the approximate amount of such inadequacy and, with the approval of the Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of the Regular Assessment to be paid by each Owner for the balance of the year, and the date or dates due. Each Owner shall be notified of the additional amount required to be paid and the due date of such payment, and each Owner shall pay the additional amount when due. If the total Regular Assessments for a current year exceed the actual Common Expenses, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year.

4.3 Special Assessments. Special Assessments shall be levied by the Association against an Owner for:

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(a) Costs incurred in bringing an Owner or his, her or its Lot and/or Residence into compliance with the provisions of this Declaration, the Association Articles or Bylaws, or the Rules.

(b) Fines levied or fixed by the Board as provided herein.

(c) Attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration or the Rules.

(d) Any other charge designated as a Special Assessment in this Declaration or the Rules.

4.4 Exempt Property. All Lots, Residences, or properties owned by the Developer and all properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority shall be exempt from the Assessments provided herein.

4.5 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to an Owner on the date when the residence is first occupied, and shall be prorated based upon a 365 day year and measured from the date the Owner has the right of possession.

4.6 Time and Manner of Payment; Late Charges and Interest. If an Assessment is not paid within thirty (30) days after its due date, each such Assessment shall have added to it a late charge equal to 10% of the amount of Assessment and thereafter bear interest at the Missouri judgment rate of interest until paid. The Board may, in its discretion, waive any late charge and/or interest in any instance without prejudice to other instances. A delinquent Owner shall, to the extent allowed by then applicable law, be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency.

4.7 No Offsets. All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason.

4.8 Homestead Waiver. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration or documentation associated herewith, the benefit of any redemption, homestead or exemption laws of the State of Missouri now in effect, or in effect from time to time hereafter.

4.9 Reserves. The responsibility of the Board shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Developer, the Board nor any member thereof shall have any liability to the Association, any Owner, or Association member, with regard to the adequacy of such reserves.

4.10 Enforcement of Lien. Any lien provided for in this Declaration may be foreclosed by the Association in any manner provided, or permitted, for the foreclosure of real property mortgages or homes association liens in the State of Missouri. Certificates of Non-Payment, perfecting such liens, shall survive for five (5) years after recording.

## ARTICLE V

### Insurance

5.1 Authority to Purchase. The Association shall purchase and maintain such insurance, and in such types and amounts, as its board shall determine from time to time. Such policies, and endorsements thereon, or copies thereof, shall be deposited with the Association and shall be available to the Association members for inspection upon reasonable request. Residence Owners shall be responsible for insuring his, hers or its respective Residence and the contents thereof.

5.2 Non-Liability of Association/Board/President. Anything in this Declaration to the contrary notwithstanding, neither the Association nor any member of its Board nor any officer of the Association nor the Developer shall be liable to any Owner or Association member or other Person, if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection

afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.

## ARTICLE VI

### Maintenance, Repairs and Replacements

6.1 Right of Access. An authorized representative of the Association and all contractors, repairmen or other agents employed or engaged by the Association, shall be entitled to reasonable access to each of the Lots and Residences as may be required to perform any of the Association's responsibilities hereunder.

## ARTICLE VII

### Architectural and Landscape Control

7.1 Architectural Control Committee. The Association shall have an Architectural Control Committee consisting of not less than three nor more than seven persons, as specified from time to time by the Developer during periods in which the Developer has the right to appoint the members of the ACC pursuant to 3.10; and thereafter, by resolution of the Board. Thereafter, members of the ACC shall be appointed by the Board of the Association. The ACC shall be empowered to utilize professional consultants as may be approved by the Board.

7.2 The Design Standards.

(a) Landscaping. No landscaping shall be permitted without the prior written consent of the ACC.

(b) Construction Period Requirements. During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites:

(1) No dumping of construction materials, waste or trash shall occur in the Community.

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(2) Each Lot shall be maintained in a clean and orderly manner during construction. Erosion shall be controlled on each Lot in a manner approved by the ACC while it is in a disturbed condition.

(3) All playground equipment and playhouses (including placement) shall be subject to approval by the ACC; approval of placement, color, design and landscaping/Screening shall be made by the ACC in its sole discretion.

(c) Construction, Location, and Size Limitations.

(1) No exterior alterations of any Residence or structure shall be permitted without the prior approval of the ACC.

(2) No excavation will be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings will be back filled and graded.

(3) Once commenced, construction will be diligently pursued to completion and it may not be left in a partly finished condition for more than 30 days without written approval from the ACC.

(4) Commencement of repairs of a Residence destroyed by fire or other casualty shall be begun within one month after the date of such destruction, and thereafter such construction shall be performed with due diligence through completion.

(d) HVAC. No window air conditioning or heating Residences will be permitted.

(e) Patios. No screening of a patio or other recreation area will be installed without the written approval of the ACC.

(f) Fences or Walls. All fencing and walls (including, without limitation, the composition and location thereof) shall be subject to the approval of the ACC. Retaining or screening walls shall be made of natural materials or faced with quality materials approved by the ACC.

7.3 ACC Authority and Limits of Liability.

(a) No fence, wall or other structure, or improvement of whatever type shall be commenced, erected or maintained within the Community, nor shall there be any addition to or change to the exterior of any Residence, or other structure or improvement upon a Lot, or the landscaping, grading, or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefor which have been submitted to and approved by the ACC. The ACC may reject plans and specifications, without citing specifics, for the following reasons, among others: (i) insufficient information to adequately evaluate the design or its intent; (ii) low design quality; (iii) incompatible design elements; (iv) inappropriate design concepts or design treatment; and (v) a design found to have an adverse effect on the character of the Community or its residents. In recognition of the fact that the overall impact of improvements on any Lot involves issues of taste and judgment that cannot be completely described in Design Standards, the ACC shall also have the right to reject plans and specifications otherwise conforming to the Design Standards if the ACC finds that the overall aesthetic or other impact of any proposed improvement, addition, alteration or change is detrimental to the Community.

(b) By its approval of plans and specifications, the ACC shall not be deemed to have warranted or approved the same for engineering design safety, or for compliance with zoning, health and building ordinances; by approving such plans and specifications neither the ACC, the members thereof, the Association, any of its members, its officers, its Board nor the Developer assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the ACC, any member thereof, the Association, its officers, its Board nor the Developer shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings specifications, whether or not defective; (ii) the construction or

performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (iii) the development, or manner of development, of any property within the Community.

(c) Any member or authorized consultant of the ACC, the Developer or its representatives, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot, after reasonable notice to the Owner, in order to inspect improvements constructed or being constructed on such Lot to ensure that such improvements have been, or are being, built in compliance with the plans and specifications approved by the ACC, the Design Standards and this Declaration.

(d) The Association may promulgate such rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration in order to enforce compliance with the Design Standards set forth herein. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE BOARD MAY FIX FINES FOR FAILURE TO OBTAIN APPROVAL FROM THE ACC OR TO COMPLY WITH ANY SUCH APPROVAL.

7.4 Authorized Builders. Developer, while in control of the Community pursuant to Section 3.10, and the Board thereafter reserves the right to approve a builder intending to construct a Residence.

## ARTICLE VIII

### Use and Occupancy Restrictions

The use and occupancy restrictions hereinafter set forth in this Article VIII are hereby established for the Community.

8.1 Residential Use. Each Residence within the Community may be used only for residential purposes and no other. No business or commercial building may be erected on any Residence and no business or commercial enterprise, or other non-residential use, may be conducted on any part thereof; provided, however, nothing herein shall prohibit a business being conducted from the actual residence of the business owner, so long as such business does not



require or involve exterior signage or any visible evidence of such business on the exterior of the Residence, and does not interfere with the quiet enjoyment of other Residence owners or occupants. No temporary buildings, structures, or trailers may be erected, placed or maintained on any Lot, except as expressly permitted by, and in compliance with, the Design Standards. Nothing herein contained shall be deemed to limit the Developer's rights as set forth in Article X.

8.2 Signs. No permanent or temporary sign of any kind shall be displayed to the public view, or from any Lot, without the approval of the ACC, except for the following temporary signs ("Permitted Signs"): (a) such signs as may be used by Developer or any realtor retained by Developer in connection with the development and sale of Lots and/or Residences (whether improved or unimproved) in the Community; (b) such signs as may be required by legal proceedings; (c) political signs for the period of 30 days before and after elections; and (d) such signs advertising one or more Residences for sale or lease. Permitted Signs shall not exceed five square feet in total area or be more than three feet in height, measured from grade.

8.3 Animals. No animals of any kind may be kept, bred, or maintained on any Lot, except a reasonable number of commonly accepted household pets as specified in the Rules; provided, however, that not more than one dog and/or one cat may be maintained in any Residence. In no event shall any domestic pet be allowed to leave its owner's Residence unattended by the owner or create a nuisance.

8.4 Nuisances. No Owner or occupant shall permit or suffer anything to be done or kept about or within his, her or its Residence, or on, or about, any portion of the Community, which will obstruct or interfere with the rights of other Owners, Occupants, or Persons, or annoy them with unreasonable noises, or otherwise, nor will he commit or permit any nuisance, or commit or suffer any illegal act to be committed therein. Each Owner shall comply with the Rules and the requirements of all health authorities and other governmental authorities having jurisdiction over the Lot or Residence.

8.5 Boats and Motor Vehicles. No boats, trailers, buses, motorhomes, mobile homes, campers, recreational vehicles or other similar vehicles shall be parked or stored in, or upon the Lot except within a fully enclosed garage. No vehicle shall be repaired (excepting minor repairs) or rebuilt on any Lot. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner.

8.6 Lights. No spotlights, flood lights, or other lighting shall be placed or utilized upon any Lot or in any Residence in a manner which unreasonably interferes with the enjoyment of adjoining Lots or Residences.

8.7 Antennae. No external radio, television, satellite dish or other antennae of any kind or nature or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon any Lot without the prior approval of the ACC. Provided, however, that satellite dishes not to exceed 36" in diameter shall be permitted, subject to ACC approval as to location. All such antennae or other devices permitted or so approved by the ACC shall be completely Screened from view from the front and sides of the Lot.

8.8 Garbage. No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. No incinerator shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. Trash shall be placed in such designated locations and containers as may be established from time to time in the Rules.

8.9 Safe Condition. Without limiting any other provision in this Article VIII, each Owner shall maintain and keep his, her or its Residence at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Residences.

8.10 Clothes Drying Area. No portion of any Lot outside of a Residence shall be used as a drying or hanging area for laundry.

8.11 No Obstructions to Drainage. No Person shall erect, construct, maintain, permit or allow any fence or structure or obstruction that would interrupt the normal drainage of the land, or which has been intentionally contoured to facilitate drainage.

8.12 Outbuildings Prohibited. No building or other detached structure may be erected on any Lot without the prior written consent of the ACC.

8.13 Storage Tanks. No exterior storage tanks shall be allowed on any Lot.

8.14 Solar Panels. Solar panels shall not be erected without the prior written consent of the ACC, and in no event shall the same face any street.

8.15 Lawn Ornamentation. No lawn ornaments of any kind are permitted in yards visible from any street without the prior written approval of the ACC.

8.16 Enforcement. The Association or its authorized agents may enter any Lot on which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Residence. Such expenses and such fines as may be imposed pursuant to this Declaration or the Rules shall be a Special Assessment secured by a lien upon such Residence enforceable in accordance with this Declaration.

## ARTICLE IX

### Annexation of Additional Property

9.1 Development of the Project. Additional real property may be annexed to and become subject to this Declaration as hereinafter set forth in this Article IX at such time as the Developer may elect, without the consent or assent of the Association.

9.2 Supplemental Declarations. A Supplemental Declaration shall be a writing in recordable form which annexes Annexation Property to this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration. Supplemental Declarations may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be determined by the Developer in its sole discretion.

## ARTICLE X

### Exemption of the Developer from Restrictions

10.1 Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Developer, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Lots or Residences or any part of the Community owned by the Developer.

## ARTICLE XI

### Remedies

11.1 General Remedies. In the event of any violation or default by any Owner, Occupant or other Person under the provisions of this Declaration, the Association, or the successors, assigns, or agents thereof, or the Developer, shall have each and all of the rights and remedies which may be provided for in this Declaration, or which may be available at law or equity, and may prosecute any action or other proceedings against such defaulting Owner, Occupant, or other Persons for injunctive relief, for enforcement or foreclosure of any lien herein provided, for damages, specific performance, for judgment for payment of money and collection thereof, or for any combination of remedies.

11.2 Expenses of Enforcement. All expenses of the Association or the Developer or other Person granted rights of enforcement hereunder, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest therein until paid at the judgment rate of interest, shall be charged to and assessed against such defaulting Owner, or other Person, and shall be a Special Assessment against such Owner or other Person, and the Association shall have a lien as provided in this Declaration.

## ARTICLE XII

### Amendment

12.1 Amendments to Declaration. Except as otherwise specifically provided in Section 12.2 and elsewhere in this Declaration, any proposed amendment to this Declaration must be recommended for approval by a Majority of the Board prior to its consideration by the Association members. Amendments may be adopted at a meeting of the Association members upon the approval thereof of two-thirds of all of the Association members entitled to vote, or without any meeting if all Association members have been duly notified and if two-thirds of all of the Association members entitled to vote at such a meeting, if held, consent in writing to such amendment. Amendments once properly adopted shall be effective upon recording of the Amendment in the Office of the Recorder of Deeds of Jackson County, Missouri.

12.2 Developer's Right to Amend. So long as Developer has the power to control the Community pursuant to Section 3.10, the Developer reserves the exclusive right to amend this Declaration without the approval of the Board, the Association members or any Owner or other Person.

## ARTICLE XIII

### General Provisions

13.1 Captions: Construction. Captions given to various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The provisions of this Declaration shall be construed to effectuate its purpose of creating a uniform plan for quality development and operation of the Community as hereinabove set forth.

13.2 Severability. If any provision of this Declaration is held invalid, the validity of the remainder of this Declaration shall not be affected thereby, and the remainder of this Declaration shall be construed as if such invalid part were omitted herefrom.

13.3 Term. This Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until January 1, 2021. Thereafter, unless one (1) year prior to January 2, 2021, there shall be recorded an instrument directing the termination of this Declaration signed by at least two-thirds (2/3) of all Association members then entitled to vote, this Declaration shall be automatically continued without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years each; provided that within one (1) year prior to the expiration of any such ten (10) year period, this Declaration may be terminated as set forth in this Section.

#### ARTICLE XIV

##### Rights and Obligations; City Requirements; Release

14.1 Each grantee of the Developer or of any Owner of a Lot or Residence, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot or Residence, and the heirs, successors and assigns of the foregoing persons, accepts ownership and occupation within the Community subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land.

14.2 As conditions precedent to the development of the Community, Developer has been required to pay to the City and other authorities certain fees, charges and impositions for streets, parks, utilities and other off-site improvements. Each grantee of the Developer or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, and the heirs, successors and assigns of the foregoing persons, hereby releases the Developer, its successors, agents, officers, members, stockholders and assigns from any obligation to remit any part of such fees, charges and impositions to him, her or it in the event any of the same are

declared invalid or illegal, any refund or return of same to the Developer notwithstanding; it is expressly understood that Developer shall have the sole right to make claim for and receive any such refund or return.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed.

BMW COMMUNITIES, INC.,  
a corporation

By:

Richard Mather, President

STATE OF MISSOURI, CASS COUNTY, SS.:

BE IT REMEMBERED, that on this 25th day of October, 2001, before me, a Notary Public in and for said County and State, came Richard Mather, President of BMW COMMUNITIES, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Donna Lee Reser  
Notary Public Donna Lee Reser

My appointment expires:

6-6-02

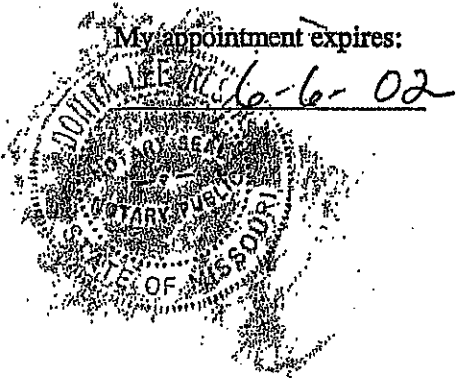


Exhibit "A"

Lots 14 through 55, inclusive, and Tracts A, B, C, D and E, THE VILLAS AT THE MEADOWS OF WINTERSET, FIRST PLAT, LOTS 14-55, a subdivision in the City of Lee's Summit, Jackson County, Missouri.