

Instrument Number 1991I1035278

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Book & Page #

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR

BELLEVISTA VILLAGE CONDOMINIUMS

01-2515

44-386

THIS DECLARATION is made this 27th day of FEBRUARY 1991,
by Bellevista Village Development Group, L.P., by John R.
Ferguson, its General Partner, for convenience hereinafter
referred to as the "Developer";

W I T N E S S E T H:

THE BELLEVISTA VILLAGE DEVELOPMENT GROUP, L.P., the owner of
the fee simple title to the following described real estate
located in the City of Independence, Jackson County, Missouri:

As specifically described in Exhibit C attached
hereto and made a part hereof

and on which property townhouse residential units have been
constructed, do hereby submit the said property and improvements
to condominium ownership under the "Uniform Condominium Act" of
the State of Missouri, and hereby declare the same to be a
condominium to be known as BELLEVISTA VILLAGE CONDOMINIUMS.

ARTICLE I

DEFINITIONS

As used in this Declaration, unless the context otherwise
requires, the following terms mean:

1.1. Common Elements: All portions of the
Property except the Units.

1.2 Developer: THE BELLEVISTA VILLAGE DEVELOPMENT GROUP, L.P., or any transferee to whom the Property may be transferred prior to the completion of the construction program for purposes of completing the construction as shown on the Plat or amended Plats.

1.3 Declaration: This instrument and any amendments thereto.

1.4 Majority or Majority of the Unit Owners: The owners of more than fifty (50%) per cent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the unit Owners means such percentage in the aggregate in interest of the undivided ownership.

1.5 Parcel or Development Parcel: The entire tract of land described above, including additional tracts added by subsequent amendment or amendments hereto.

1.6 Persons: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.7 Plat: A plat or plats of survey or surveys together with amendments thereto of the parcel or parcels and of all Units which are proposed for inclusion in the Property or properties submitted to the provisions of this Declaration.

1.8 Property: All the land, property or properties and space comprising the parcel or parcels, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of this Declaration.

1.9 Record: To record in the office of the Department of Records for Jackson County, Missouri, at Independence.

1.10 Unit: A part of the Property, including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or for any type of independent use, and having lawful access to a public way, or common area way, and more specifically described hereafter in Article II.

1.11 Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

1.12 Occupant: Person or persons, other than Unit Owner, in possession.

1.13 Association: A not-for-profit corporation to be incorporated under the name of BELLEVISTA VILLAGE CONDOMINIUMS ASSOCIATION, or a name similar thereto.

1.14 Board: The Board of Managers of the Association.

ARTICLE II

UNITS

2.1 Description and Ownership: All Units shall be legally described as shown on the Plat, which is hereby incorporated in this document and by reference made a part hereof. Each Unit consists of the space enclosed or bounded by the vertical planes set forth in the description thereof in the Plat, subject to such encroachments as are contained in the building, whether the same exist at the time of construction or are created by settlement or movement of the building, or permissible repairs, reconstruction or alterations. Each Unit, together with the percentage of undivided interest in the common elements allocated thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple or any lesser estate and which may be conveyed, transferred and encumbered in the same manner as any other parcel or real property, independently of all other parts of the Property, subject only to the provisions of this Declaration. Every deed, lease, mortgage, deed of trust or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels smaller than the whole Unit as shown on the Plat.

2.2 Structural Components: No Unit Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit, except as a tenant in

common with all other Unit Owners.

2.3. Unit Owner's Obligations: The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of the Unit, except the portions of each to be maintained, repaired and replaced by the Association;

(b) To perform his responsibilities in such a manner so as not to disturb unreasonably other persons residing within the building;

(c) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the boundaries of the Unit, unless the written consent of the Association is obtained;

(d) To report promptly to the Association or its agent, any defect or need for repairs, the responsibility for the remedying of which is with the Association;

(e) Not to make any alterations in the portions of the Unit or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining written consent of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the Unit Owner or Owners for whose benefit such easements exist.

2.4 Additional Units: If, within thirty (30) years of the date of this Declaration, the Developer shall develop additional condominium units (of design and quality of construction comparable to the Units) on the Property as described herein or on land contiguous to the Property or additions thereto, such additional units may be made a part of the Development Parcel without the vote or assent of the existing Unit Owners. Such additional land and units may be added to the Development Parcel by an amendment to this Declaration or any other amendments thereto, and such amended plats

or additional plats as may be required to accurately describe such additional units; the same to be in writing and describing said additional lands and units and incorporating therein by reference the provisions of this Declaration and any amendments thereto. Amendments shall be effective upon recording and shall provide for a modification of the Unit Percentage of Ownership as provided in Paragraph 3.1. Each Unit Owner, by accepting title to any Unit subject to this Declaration, shall be deemed to have thereby given and granted to the Developer his irrevocable appointment of the Developer as his attorney-in-fact to act for him, his heirs and assigns, in adding additional units as aforesaid, and said attorney-in-fact shall be, among other things, authorized to execute for and on behalf of the Unit Owners, all instruments, including, but not limited to plats and amended declarations necessary to fully implement such addition, without the further consent and approval of the Unit Owners. The total number of Units which Developer reserves the right to create is thirty-two (32), including the Units in this first declaration. 86 (includes Clubhouse)

ARTICLE III

COMMON ELEMENTS

3.1 Ownership of Common Elements: Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with this Unit. The extent or amount of such ownership shall be expressed by a percentage amount computed by taking as a basis the total square feet of living area (exclusive of basement storage area) and one-half the total square feet of attached garages of each Unit in relation to the total such square feet of all Units collectively as a whole. Having once been determined and set forth as herein provided, such percentages shall remain constant unless thereafter changed by agreement of all Unit Owners; except that, if there is a change in the number of Units or in the size or dimension of any Units, the Developer shall determine the changes required in the percentages of ownership by virtue of the changes in the number of Units or in the size or dimensions of any Units and

shall record an instrument setting forth the changes in percentages of ownership. The Developer has so determined each Unit's corresponding Percentage of Ownership in the Common Elements as set forth in Exhibit "A" attached hereto.

3.2 Common Elements to Remain Undivided Exceptions: As long as the property is subject to the provisions of this Declaration, the common elements shall, except as provided in Paragraph 9.2, remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

3.3 Rules and Regulations: No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association.

Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a Unit Owner and his guests, for specific occasions, of any part of the Common Elements. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessments as may be established by the Association for the purpose of defraying costs thereof.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 No Severance of Ownership: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding Percentage of Ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

4.2 Easements:

(a) In the event that, by reason of the construction, settlement or shifting of the building, any part of the Common Elements, or, if, by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of unoccupied space within the building and adjoining his Unit, valid easements for the maintenance of such encroachment and for the easements for the maintenance of such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements are hereby established through the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Use of these easements, however, for access to the Units, shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(c) Every portion of a Unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the building.

(d) Easements are hereby established through the Units and Common Elements for all facilities for the furnishing of utility services within the buildings, which facilities shall include, but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Unit shall be only substantially in accordance with the plans and specifications of the building, or as the building was first constructed.

(e) The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible or for any emergency. It may, likewise, enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall

be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. ✓

(f) All easements and rights described herein are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times, shall inure to the benefit of and be binding on the Developers, their successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

(g) Each Unit Owner shall have the exclusive easement and right to operate and maintain an air conditioning unit in the area, if any, shown on the Plat and designated by the letter "A" followed by the number of the Unit owned by said Unit Owner. Thus, for example, the area designated on the Plat as "A-1" shall be the subject of an air conditioning easement exclusively benefitting the Owner of Unit 1.

(h) Each Unit Owner shall have the exclusive right to use and maintain a balcony, patio area or deck (subject to the restrictions and provisions which may be contained in this Declaration and the By-laws) within the area, if any, shown on the Plat and designated by the letter "B" followed by the number of the Unit owned by said Unit Owner. Thus, for example, the area designated on the Plat as "B-1" shall be the subject of the balcony, patio area or deck easement exclusively benefitting the Owner of Unit 1.

(i) Each Unit Owner shall have the exclusive right to use and maintain a fireplace, ash dump and flue (subject to the restrictions and provisions which may be contained in this Declaration and the By-laws), within the area, if any, shown on the Plat and designated by the letter "F" followed by the number of the Unit owned by said Unit Owner. Thus, for example, the area designated on the Plat as "F-1" shall be the subject of an easement for fireplace, ash

dump and flue exclusively benefitting the Owner of Unit 1.

(j) Each Unit Owner shall have the exclusive right to use and maintain a yard or patio (subject to the restrictions and provisions which may be contained in this Declaration and the By-laws) within the area, if any, shown on the Plat and designated by the letter "Y" followed by the number of the Unit owned by said Unit Owner. Thus, for example, the area designated on the Plat as "Y-3" shall be the subject of an easement for yard or patio exclusively benefitting the Owner of Unit 3.

anyone back yard?

(k) Each Unit Owner shall have the exclusive right to use for storage (subject to any restrictions or provisions which may be contained in this Declaration and the By-laws) the portion of the attic or gable area, if any, designated on the Plat by the letter "S" which lies directly above his Unit.

ARTICLE V

THE ASSOCIATION

5.1 Formation. The Developer, upon the sale of one or more Units, shall cause to be incorporated a non-profit corporation under the laws of the State of Missouri to be called the BELLEVISTA VILLAGE CONDOMINIUMS ASSOCIATION or a name similar thereto. The responsibility of the Association shall be to administer the development, approve the annual budget, provide for and collect assessments, and arrange for the management of the development. Upon the formation of such Association, every Owner shall become a member therein, which membership shall terminate upon the sale of other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

5.2 By-laws: The By-laws of the Association shall be in the form attached hereto as Exhibit "B". No amendment of the By-laws shall be valid unless the same is set forth in an amendment thereof and such amendment is duly recorded.

5.3 General Powers of the Association: The Association, for the benefit of all the Unit Owners,

maint
can?
shall acquire, provide for, and shall pay for from the maintenance fund hereinafter provided, the following:

main for area → (a) Water, gas, electricity, telephone, sewer charges and other necessary utility services for the Common Elements. Further, the Association may provide for the allocation of such utility costs described above where such are provided through a single meter to multiple units within a single building. Unit Owners served by a single meter shall be responsible for the monthly or periodic allocation of such costs to their respective units in addition to their assessments for the maintenance fund. The Association may install separate meters for utilities to each Unit in order to assure equitable apportioning of utilities to units served by a single meter installed by a utility company; in such event, the costs of such meter shall be assessed to the Unit or Units for which such meter is separately installed and if not paid, such shall become a lien on the Unit as in the Declarations provided. The installation of such separate meters shall be totally within the discretion of the Association Board; in the same regard the Association may install yard lights for lighting the common areas outside of the units and connect said lights either to the meter of the Unit or a common meter.

*City will not
make separate
water meters*

(b) A policy or policies of insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement costs of the Common Elements and the Units. The insurance coverage shall be written in the name of, and proceeds thereof shall be payable to the Manager or the Board of Managers of the Association, as Trustee, for each of the Unit Owners in the percentages established in this Declaration or amendments thereto, if any. The policy or policies of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear", without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable

jointly to the Manager or the Board of Managers and the holder or holders of mortgages or deeds of trust of record, as their interests may appear", without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Manager or the Board of Managers and the holder or holders of mortgages or deeds of trust of record, as trustees for each of the Unit Owners in the percentages established in the Declaration or any amended Declaration. The trustees shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the trustees hereunder shall constitute a discharge to the insurer. Premiums for the insurance of Common Elements shall be common expenses, but Unit Owners will be billed by the manager for this premium allocable to their individual Units. Any premium not paid within 30 days shall become an unpaid assessment as treated in Paragraph 6.8 and 6.9.

(c) A policy or policies insuring the Association, the members of the Board and the Unit Owners against any liability to the public or to the owners of Units and of the Common Elements, and their invitees, or tenants, incident to the ownership and/or use of the Common Elements and Units, the liability under which insurance shall not be less than Three Hundred Thousand and No/100 (\$300,000.00) Dollars for any one person injured, Five Hundred Thousand and No/100 (\$500,000.00) Dollars for any one accident, and Twenty Five Thousand and No/100 (\$25,000.00) Dollars for property damage (such limits to be reviewed at least annually by the Association and increased at its discretion), payable to the Association, as Trustees for the Unit Owners;

(d) Worker's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The services of any person or firm employed by the Association;

(f) Landscaping, gardening, snow removal, cleaning, maintenance, management,

decorating, repair and replacement of the Common Elements, including the private road (but not including the interior ~~(or exterior)~~ surface of the Units), which the Owner shall paint, clean, decorate, maintain and repair), and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

(g) Maintenance, repair and replacement of all portions of the Units which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces and including, without intending to limit the same to outside walls of the building, structural slabs, roofs, interior boundary walls of Units and load-bearing columns; all conduits, ducts plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Unit, but excluding therefrom appliances and plumbing fixtures; and all incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance herewith;

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or by the law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class development or for the enforcement of these restrictions;

(i) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Association, constitute a lien against the property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association

by reason of said lien or liens shall be specially assessed to said Owners;

(j) Maintenance and repair of any unit, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements or any other portion of a building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided that the Association shall levy a special assessment against such Unit Owner for the costs of said maintenance or repair.

5.4 Limitations. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund, any capital addition and improvement (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of Three Hundred and No/100 (\$300.00) Dollars, without in each case, the prior approval of a majority of the Unit Owners.

5.5 Rule and Regulations for the Development. The Association, by vote of the Unit Owners having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Development. Written notice of such rules and regulations shall be given to all Owners and Occupants and the Property shall, at all times, be maintained subject to such rules and regulations.

5.6 Condemnation Proceedings. Whenever the state, a political subdivision or any other corporation, agency or authority having the power of eminent domain shall seek to acquire any of the Common Elements, such authority may conduct negotiations with the Board of Managers as representative of all Unit Owners, and the said Board of Managers may execute and deliver the appropriate conveyance on behalf of all Owners in return for the agreed consideration, whether received through negotiation or condemnation, to the Common Elements or to Unit Owners in proportion to

*Rules + Regulation
for maintenance,
conservation +
beautification.*

their respective interests. In the event the Board of Managers as party defendants in lieu of naming all Unit Owners having an interest in the Common Elements, and such proceedings shall bind all Unit Owners; however, any Unit Owner having an interest in the Common Elements may be made a party defendant in such proceedings.

5.7 Conflicts or Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-laws of the Association, the terms and provisions of this Declaration shall prevail and the Unit Owners, by accepting title to their respective Unit, covenant to vote in favor of such amendments to the Articles of Incorporation and/or By-laws as will remove such conflicts or inconsistencies.

*Under
Principles*

ARTICLE VI

ASSESSMENTS, MAINTENANCE FUND, TAXES

6.1 Apportionment of Expenses. Every Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expense lawfully agreed upon. Such proportionate share shall be in the same ratio as his Percentage of Ownership in the Common Elements as set forth in this Declaration. Payment thereof shall be in the amounts and at the times as determined by the Unit Owners or the Board of Manager, as hereinafter provided.

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6.2 Preparation of Budget and Accounting. Each year, on or before December 1, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cost requirement" shall be assessed to the owners according to each Owner's Percentage of Ownership in the Common Elements as set forth in Exhibit "A" attached hereto. On or before January 1 of the ensuing year and the first day of each and every month of said year, each Owner shall be obligated to pay to the Association, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this

*Budget
Deadline
Dec 1*

1/5/88

Paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expense for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's Percentage of Ownership in the Common Elements to the installments due in the succeeding six (6) months after the rendering of the accounting.

6.3 Reserve. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

6.4 Initial Assessment Period. When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirements" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Paragraph 6.2 of this Article.

6.5 Failure to Prepare Estimate. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly maintenance payment rate.

*Revised 11/1/80
for review in office*

6.6 Accounting Records. The Manager or Board of Managers, as the case may be, shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of weekdays. All such records and the accounting maintained thereby shall be on the cash accounting basis.

6.7 Use of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein. Any funds unused during the calendar year may be retained by the Association at the discretion of the Board for future application in conformity with the provisions of these Declarations.

6.8 Unpaid Assessments a Lien. If any Unit Owner fails or refuses to make any payment of any assessment when due, the amount hereof shall constitute a lien on the interest of such Unit Owner in the property and upon the recording of notice thereof by the Manager or Board of Managers shall be a lien upon such Unit Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded; except only taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such unit owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contained a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. Any encumbrance whose lien is junior to the lien of the assessment herein provided may, from time to time, request in writing a written statement from the Manager or Board of Managers setting forth the unpaid assessment with respect to the Unit covered by his encumbrance and unless the request is complied with within twenty (20) days, all unpaid common expenses which became due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid assessment payable with respect to such Unit and upon such payment, such encumbrancer shall have a lien on such Unit for the amounts paid at

the same rank as the lien of his encumbrance. Each assessment, together with such interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Unit Owner at the time when the assessment fell due.

6.9 Foreclosure of Liens. The lien to secure payment of assessments shall be in favor of the members of the Board of Managers and their successors in office and shall be for the benefit of all other Unit Owners, and may be foreclosed by an action brought in the name of the Board of Managers in like manner as a mortgage of real property, as provided in Sections 443.190, 443.200, 443.210, 443.220, 443.230, 443.240, 443.250, 443.260, 443.270, 443.280, 443.290, 443.300, and 443.310 R.S.Mo., subject to the provisions of Paragraph 8.6 hereof. The members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

6.10 Interest of Grantee Under Foreclosure Deed. In the event any person acquires or is entitled to the issuance of a sheriff's or other official deed in foreclosure of the lien for assessments above provided, the deed conveying the interest of any Unit Owner and the interest of any Unit Owner and the interest so acquired shall be subject to the terms, provisions, covenants, conditions and limitations contained in this Declaration, the Plat, and By-laws or any deed affecting such interest then in force.

6.11 Separateness of Liens. In the event any lien exists against two or more units and the indebtedness secured by such lien is due and payable, the Unit Owner of any Unit so affected may remove the Unit and the undivided interest in the Common Elements appertaining thereto from the lien by payment of the proportional amount of the indebtedness which is attributable to such Unit. In the event the lien exists against the property, the amount of such proportional payment shall be computed on the basis of the percentages set forth in the Declaration. Upon payment as herein provided, the lienor shall execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from the lien. Any such proportional payment and release shall not prevent the lienor from proceeding to enforce his rights against any Unit or interest with respect to which the lien has not been so paid or released.

6.12 Liens, Consent. No labor performed or materials furnished with the consent of or at the request of a Unit Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the interest of any other Unit Owner, or against any part thereof, unless such other Owner has expressly consented to or requested the same. Express consent shall be deemed to have been given by the Owner of any Unit in the case of emergency repairs thereto. Labor performed or materials furnished for the Common Elements, if duly authorized by the Board of Managers shall be deemed to be performed with the express consent of each Unit Owner and shall be the basis for the filing of a lien against the Property, and shall be subject to the provisions of Paragraph 6.11 of this Article.

6.13 Taxes Assessed and Levied Against Units. Real property taxes, special assessments and any other special taxes or charges of the State of Missouri or of any political subdivision thereof or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon real property shall be assessed against and levied upon each Unit and the Owner's corresponding Percentage of Ownership in the Common Elements as a tract, and not upon the Property as a whole.

6.14 Interest Acquired by Tax Deed, Subject to What. In the event any person acquires or is entitled to the issuance of a tax deed conveying the interest of any Unit Owner, the interest so acquired shall be subject to the terms, provisions, covenants, conditions and limitations contained in this Declaration, the Plat, the By-laws or any deed affecting such interest then in force.

6.15 Nonuser. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Elements or abandonment of his or her Unit.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 The units and Common Elements shall be occupied and used as follows:

- (a) No part of the Property shall be used for other than residential purposes and

common recreational purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose. An Owner may use a portion of his Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant.

(b) There shall be no obstruction of the driveways or other parts of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair the (exterior) and the (interior) of his own Unit, using the same materials used in the original construction for the exterior unless with written approval of a deviation is obtained from the Board of Managers.

(c) No trucks rated heavier than 3/4 ton (excepting passenger vans used for personal purposes only), or commercial vehicles, boats, house trailers, campers, motor homes, inoperable motor vehicles, boat trailers and trailers of every other description shall be permitted to be parked or to be stored on the Property of any Unit unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Association, except only during periods of approved construction on the Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

(d) All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the Units.

(e) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his

Unit or in the Common Elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

(f) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association.

No Radio/TV
Antenna

(g) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets, not exceeding an aggregate of two (2) such pets, may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Association.

(h) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or Occupants. The noise level within any Unit shall never be so great as to disturb the Owners or Occupants of any other Unit.

(i) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

(j) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on the exterior of any Unit or any part of the Common Elements. The

exterior of any Unit and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(k) There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor cooking devices, benches or chairs, nor any other similar items on any part of the Common Elements, nor shall any items be stored exposed to public view on the exterior area of any Unit, except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for that purpose; balconies, decks and patio areas shall be used only for their intended purposes.

(l) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, that this provision shall not be construed to prevent the use of any Unit for a home office or studio so long as such use shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant.

(m) Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Association.

(n) No sign of any kind shall be displayed to the public view on any Unit or on the Property, except one sign of not more than five (5) square feet advertising the Unit for sale or rent, or signs used by the Developer to advertise the Units during the construction and sales period. No Sign.

ARTICLE VIII

SALE, LEASING OR OTHER ALIENATION

8.1 Right of First Refusal. With the exception of transfers of ownership by the Developer or by one spouse to another, should the Owner of any Unit desire given and granted the right of first refusal to lease

or purchase such Unit, as the case may be, on the terms and conditions herein stated, and no Owner of a Unit shall lease or sell the same to any party without first giving the Association notice in writing of such lease or sale as herein provided, thereby giving Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Unit on the same terms and conditions as those contained in any bona fide offer which the Unit Owner may have received for the lease or purchase of his said Unit. Whenever the Unit Owner has received a bona fide offer to lease or purchase his Unit and desires to accept such bona fide offer (defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit, in an amount equal to at least five (5%) per cent of the purchase price, if the same is an offer for the purchase of such Unit) the Unit Owner shall notify the Association in writing of his desire to accept such offer for the lease or purchase of his Unit, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If the Association desires to exercise its option to lease or purchase said Unit on the same terms and conditions as are contained in said bona fide offer, the Association shall notify the Unit Owner desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said Unit,, such notice to be in writing and posted by registered or certified mail to said Owner within twenty (20) days from receipt by Association of Owner's notice to said Association as hereinabove required, or said notice in writing may be personally delivered to said Owner within said twenty (20) day period. If the Association has elected to lease or purchase such Unit, then, upon notifying he Unit Owner of its election to lease or purchase said Unit, the Association shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any Unit Owner has notified the Association as above provided of his desire to lease or sell his Unit, such Owner shall be free to consummate such lease or sale of his private dwelling unless, within twenty (20) days after the Owner has delivered his required notice to the Association, the Association has notified said Owner of its intention to exercise its right of first refusal and to lease or purchase such Unit. However, in said event, the Owner of said Unit shall not lease or sell

said Unit to any party other than the party designated to the Association, without again giving the Association the right of first refusal to lease or purchase such Unit in the manner above provided. The provisions of this Paragraph shall not apply to the bona fide foreclosure of any mortgage or deed of trust.

8.2 Assignment of Associations's Rights. If the Association shall so elect, it may cause its right of first refusal to lease or purchase any Unit to be exercised in its name for itself or for a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Unit in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such Unit. Whenever such right of first refusal granted to Association is to be exercised in the name of a party approved by the Association, notice of such election as required herein shall be executed by Association and the party approved by the Association.

8.3 Failure of Owner to Notify. In the event the Owner of a Unit shall lease or sell such Unit without giving written notice to Association as herein provided, to the end that Association is not afforded the opportunity to determine whether or not it will elect to lease or purchase said Unit prior to the consummation of such lease or purchase and on the terms and provisions thereof, then the said Association shall have the right to redeem said Unit from such lease or sale transaction by reimbursing the lessee for the amount of any rent paid in advance, and by executing a lease in favor of the Owner of such Unit identical with that being redeemed, or by refunding unto the purchaser of such Unit the purchase price paid therefor, in which latter event, the purchaser of such Unit shall convey the same to the Association or to a party designated and approved by the Association. The right of redemption granted herein shall exist for a period of one (1) month from the date on which the Association shall have learned that such lease or sale has been consummated without prior notice to the Association as required herein, but such Unit may not be redeemed by the Association from said lease or sale transaction after the expiration of said one (1) month period. In the event that such sale or lease of a Unit has been accomplished without the prior notice to the Association as required herein, and without affording said Association the opportunity to determine whether or not it will exercise its first right to lease or purchase such Unit on the terms and conditions offered,

then the lessee or purchaser in such transaction shall notify the Association of his lease or purchase of such Unit, such notice to be in writing and to be delivered to the Association in the same manner as such notice is required to be given prior to consummation of such lease or sale transaction. Thereafter, the Association shall have one (1) month from receipt of such notice within which to exercise the right of redemption granted to the Association and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said lease or purchase within said one (1) month period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to the Association to terminate and expire as to said lease or purchase transaction.

8.4 Lease Provisions. Notwithstanding the foregoing, no Unit shall be leased unless the terms and provisions of such lease shall provide that such Unit may not be sublet without the prior written approval of the Association being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Units and Common Elements contained in this Declaration, and with the rules and regulations contained herein or hereafter established by the Association, and should any lessee not comply with such covenants, then Association shall be given the right to cancel and terminate such lease, all without any obligation to Owner, and in said respect, Association shall be regarded as the Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

8.5 Involuntary Sale.

(a) In the event any Unit ownership or interest therein be sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Association of his intention to do so, whereupon the Association shall have an irrevocable option to purchase such Unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Association within said thirty (30) days after receipt of such

notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust against his Unit ownership, the holder or holders of such mortgages or deeds of trust, before commencing any foreclosure action, shall notify the Association of such default. The Association shall then have the right, exercisable by written notice given to the holder or holders of such mortgages or deeds of trust within fifteen (15) days of receipt of such notice of default, to cure such default by paying within such fifteen (15) day period the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI.

8.6 Consent of Voting Members. The Association shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior written consent of ninety (90%) per cent of the Unit Owners. The Association may bid to purchase at any sale of the Unit ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of a court upon the prior written consent of ninety (90%) per cent of the Unit Owners, which said consent shall set forth a maximum price which the Association is authorized to bid and pay for said Unit or interest therein.

8.7 Release or Waiver of Option. Upon the written consent of a majority of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

8.8 Proof of Termination of Option. A certificate executed and acknowledged by the acting

secretary of the Association stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Association and that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived.

8.9 Financing of Purchase Under Option.

(a) Acquisition of Unit ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each owner in proportion to his ownership in the Common Elements, which assessment shall become a lien and be enforceable in the same manner as provided in Article VI.

(b) The Association, in its discretion, may borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the Unit ownership or interest therein to be acquired.

8.10 Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of this Association, or such nominee as it shall designate, for the benefit of all the Owners. Said Unit ownerships or interests therein shall be sold or leased by the Association for the benefit of the Owners. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board may determine.

8.11 Gifts and Devises. Nothing herein shall prohibit any Unit Owner from transferring ownership of his Unit by bona fide gift, devise or intestate succession and the donee, devise or heir shall, in such event, receive good title, free and clear of any rights of the Association or other Unit Owners to acquire the same, provided that he shall thereupon and

thereafter be subjected to all the other terms and conditions of this Declaration.

ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

9.1 Sufficient Insurance. In case of fire or any other disaster, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. "Reconstruction of the Building", as used in this Paragraph and Paragraph 9.2, means restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

9.2 Insufficient Insurance. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct any building and the Unit Owners of that building do not voluntarily make provision for reconstruction of the building within one hundred eight (180) days from the date of damage or destruction, the Board of Managers shall cause said building to be repaired or replaced, unless the condominium is terminated as hereinafter provided, and the cost thereof in excess of the insurance proceeds shall be a common expense which shall be allocated to the Unit Owner of the Unit so repaired or replaced as a special assessment in the same manner as provided in paragraph 5.3 (j).

ARTICLE X

SALE OR WITHDRAWAL AND TERMINATION

10.1 Withdrawal and Termination. All of the Unit Owners may remove the property from the provisions of this Declaration by an instrument to that effect, duly recorded, if the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner. Upon such removal, the property shall be deemed to be owned in common by all the owners. The undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of

undivided interest previously owned by such Owner in the Common Elements.

ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

11.1 Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to the rights set forth in the next succeeding section:

(a) To enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

11.2 Other Remedies. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit), shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, then the Association shall have the power, by action of a majority of its Board of Directors, to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant, or in the alternative, a decree declaring the termination of the defaulting Owner's rights to occupy, use or control the Unit owned by him on account of the

breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, commissioner's fees, reasonable attorney's fees and all other expenses of the proceeding and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the Owner. upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE XII

GENERAL PROVISIONS

12.1 Until such time as the Association provided for in this Declaration is formed, the Developer shall exercise the powers, rights, duties and functions of the Association.

12.2 Upon written request to the Board, the holder of any duly recorded mortgage or deed of trust against any Unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit ownership is subject to such mortgage or deed of trust.

12.3 Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

12.4 Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

12.5 Each grantee, immediate or mesne, of the Developer, by the acceptance of a deed or conveyance, accepts the same, 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, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

12.6 No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

X 12.7 The provisions of Article II, Article III, Section 4.1 of Article IV, Article VI, Section 8.6 of Article VIII and this Paragraph 12.7 of Article XII of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association, all of the Owners and all mortgagees having bona fide liens of record against any Unit ownerships. Unless otherwise herein specifically provided, other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association and a majority of the Unit Owners and containing an affidavit by an officer of the Association, certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or

rescission shall be effective when the same shall be placed of record.

12.8 The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

12.9 The rule of property known as the rule against perpetuities and the rule of property known as the rule restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this Declaration.

12.10 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium townhouse development.

BELLEVISTA VILLAGE DEVELOPMENT GROUP, L.P.

John R. Ferguson
John R. Ferguson, Its General Partner

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 8 day of February, 1991, before me, appeared John R. Ferguson, to me personally known, who being duly sworn did say that he is General Partner of Bellevista Development Group, L.P., a Missouri Limited Partnership, and John R. Ferguson acknowledged said instrument to be his free act and deed as General Partner of said Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.



My Commission Expires:

Feb 20, 1994

Michelle L. Fedey
Notary Public

MICHELLE L. FEDEY
Notary Public, State of Missouri
My Commission Expires: Feb 20, 1994

The Bank of Odessa, a Missouri banking corporation, hereby gives its consent to the foregoing Declaration and agrees that its interest in the property under its deeds of trust shall be and is hereby subjected to the Declaration.

(Seal)

BANK OF ODESSA

BY:

R. E. Oliphant
President

R. E. Oliphant

Attest:

Mark C. Krause
Secretary

STATE OF MISSOURI)
COUNTY OF LAFAYETTE) SS.

On this 8th day of February, 1991, before me, appeared R. E. Oliphant, to me personally know, who being by me duly sworn did say that he is the President of The Bank of Odessa, a Missouri banking corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said R. E. Oliphant acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Odessa, Missouri, the day and year last above written.

Sarah Jane Linville
Notary Public

Sarah Jane Linville

SARAH JANE LINVILLE
Notary Public - State of Missouri
Commissioned in Lafayette County
My Commission Expires 1-25-92

My Commission Expires: 1/25/92

"EXHIBIT C"

LEGAL DESCRIPTION:

CONTAINING 176,013.94 SQ. FT. OR 4.0407 ACRES.

A TRACT OF LAND BEING PART OF THE NE 1/4 OF SECTION 14-T.49-R.32, INDEPENDENCE, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N 87°-11'-00" W, ALONG THE SOUTH LINE OF SAID NE 1/4, 2351.96 FEET AND N 2°-43'-40" E, 821.62 FEET FROM THE SOUTHEAST CORNER OF SAID NE 1/4, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF HIGH STREET AND 110.00 FEET SOUTH OF THE SOUTH LINE OF LOT 58, BELLEVISTA HEIGHTS, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI; THENCE S 87°-16'-20" E, PARALLEL WITH THE SOUTH LINE OF SAID BELLEVISTA HEIGHTS, 255.61 FEET; THENCE SOUTHEASTERLY, CONTINUING PARALLEL WITH SAID SOUTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS 270.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 147.03 FEET; THENCE S 33°-55'-40" W, 146.39 FEET; THENCE S 24°-35'-55" E, 132.51 FEET; THENCE S 65°-24'-05" W, 21.43 FEET; THENCE S 24°-35'-55" E, 109.17 FEET; THENCE SOUTHEASTERLY, PARALLEL WITH AND 85.00 FEET NORTHEAST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PARTRIDGE AVENUE AS ESTABLISHED BY DOCUMENT NO. I-508747, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2017.20 FEET AND AN INITIAL TANGENT BEARING OF S 61°-39'-00" E, AN ARC DISTANCE OF 145.01 FEET; THENCE S 65°-47'-07" E, CONTINUING PARALLEL WITH SAID PARTRIDGE AVENUE, 108.32 FEET; THENCE SOUTHEASTERLY, CONTINUING PARALLEL WITH SAID PARTRIDGE AVENUE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 253.50 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 61.99 FEET TO THE WEST LINE OF PARTRIDGE AVENUE; THENCE N 35°-23'-46" E, ALONG THE WESTERLY END OF SAID PARTRIDGE AVENUE, 37.57 FEET TO A POINT 10.00 FEET SOUTHWESTERLY FROM THE SW CORNER OF LOT 105, SAID BELLEVISTA HEIGHTS; THENCE N 4°-58'-58" W, 162.29 FEET TO THE MOST SOUTHERLY CORNER OF LOT 56, SAID BELLEVISTA HEIGHTS; THENCE N 24°-35'-55" W, ALONG THE SOUTHWESTERLY LINE OF SAID BELLEVISTA HEIGHTS, 240.90 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 415.67 FEET; THENCE N 87°-16'-20" W, CONTINUING ALONG SAID LINE, 255.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HIGH STREET; THENCE S 2°-43'-40" W, ALONG SAID RIGHT-OF-WAY LINE, 110.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR BELLEVISTA VILLAGE CONDOMINIUMS Bellavista Village Condominium Association

| Nickname | Address | Unit # | Column A | Column B | Column C | Column D |
|------------|-------------------|--------|-----------------|-----------------------|------------------|------------|
| | | | Square Feet # " | 1/2 Garage # Sq Ft ** | Total # Sq Ft*** | % Sq Ft*** |
| Westgate | 212 E Hansen Ct | 1-1 | 1202 | 189 | 1391 | 1.1546 |
| | 214 E. Hansen Ct | 1-2 | 1198 | 189 | 1387 | 1.1513 |
| Jardin | 323 E Hansen Ct. | 2-3 | 1248 | 190 | 1438 | 1.1936 |
| | 321 E. Hansen Ct | 2-4 | 1202 | 188 | 1390 | 1.1538 |
| Tudor | 300 E. Hansen Ct. | A-5 | 1026 | 128 | 1154 | 0.9579 |
| | 302 E. Hansen Ct. | A-6 | 1283 | 122 | 1405 | 1.1662 |
| | 304 E. Hansen Ct. | A-7 | 1147 | 122 | 1269 | 1.0533 |
| | 310 E. Hansen Ct. | A-8 | 1141 | 121 | 1262 | 1.0475 |
| | 308 E. Hansen Ct. | A-9 | 1287 | 122 | 1409 | 1.1695 |
| | 306 E. Hansen Ct. | A-10 | 1015 | 130 | 1145 | 0.9504 |
| | 218 E. Hansen Ct. | B-11 | 1424 | 125 | 1549 | 1.2857 |
| Colonial | 220 E. Hansen Ct. | B-12 | 1283 | 116 | 1399 | 1.1612 |
| | 222 E. Hansen Ct. | B-13 | 1293 | 116 | 1409 | 1.1695 |
| | 228 E. Hansen Ct. | B-14 | 1298 | 118 | 1416 | 1.1753 |
| | 226 E. Hansen Ct. | B-15 | 1282 | 116 | 1398 | 1.1604 |
| | 224 E. Hansen Ct. | B-16 | 1417 | 125 | 1542 | 1.2799 |
| | 2006 S. Hummel | C-17 | 1406 | 125 | 1531 | 1.2708 |
| | 222 E. Partridge | C-18 | 1298 | 115 | 1413 | 1.1728 |
| Rockford | 220 E. Partridge | C-19 | 1284 | 114 | 1398 | 1.1604 |
| | 2007 S. High | C-20 | 1285 | 115 | 1400 | 1.1621 |
| | 2005 S. High | C-21 | 1286 | 116 | 1402 | 1.1637 |
| | 2004 S. Hummel | C-22 | 1411 | 126 | 1537 | 1.2758 |
| | 312 E. Hansen Ct. | D-23 | 1403 | 126 | 1529 | 1.2691 |
| | 314 E. Hansen Ct. | D-24 | 1288 | 115 | 1403 | 1.1645 |
| Manor | 316 E. Hansen Ct. | D-25 | 1242 | 115 | 1357 | 1.1264 |
| | 322 E. Hansen Ct. | D-26 | 1279 | 116 | 1395 | 1.1579 |
| | 320 E. Hansen Ct. | D-27 | 1284 | 116 | 1400 | 1.1621 |
| | 318 E. Hansen Ct. | D-28 | 1401 | 125 | 1526 | 1.2666 |
| | 2002 S. Hummel | E-29 | 1289 | 126 | 1415 | 1.1745 |
| | 2003 S. High | E-30 | 1614 | 219 | 1833 | 1.5215 |
| Ranch | 2001 S. High | E-31 | 1614 | 219 | 1833 | 1.5215 |
| | 2000 S. Hummel | E-32 | 1289 | 125 | 1414 | 1.1737 |
| | 324 E. Hansen Ct. | F-33 | 1432 | 130 | 1562 | 1.2965 |
| | 326 E. Hansen Ct. | F-34 | 1293 | 116 | 1409 | 1.1695 |
| | 328 E. Hansen Ct. | F-35 | 1307 | 117 | 1424 | 1.182 |
| | 334 E. Hansen Ct. | F-36 | 1303 | 119 | 1422 | 1.1803 |
| Bostn Cmns | 332 E. Hansen Ct. | F-37 | 1292 | 115 | 1407 | 1.1679 |
| | 330 E. Hansen Ct. | F-38 | 1412 | 133 | 1545 | 1.2824 |

Bellavista Village Condominium Association

| Nickname | Address | Unit # | Column A | Column B | Column C | Column D |
|-------------|-------------------|--------|-----------------|-----------------------|-------------------|--------------|
| | | | Square Feet # * | 1/2 Garage # Sq Ft ** | Total # Sq Ft *** | % Sq Ft **** |
| Pines | 336 E. Hansen Ct. | G-39 | 1435 | 131 | 1566 | 1.2998 |
| | 338 E. Hansen Ct. | G-40 | 1307 | 117 | 1424 | 1.182 |
| | 340 E. Hansen Ct. | G-41 | 1307 | 117 | 1424 | 1.182 |
| | 346 E. Hansen Ct. | G-42 | 1304 | 117 | 1421 | 1.1795 |
| | 344 E. Hansen Ct. | G-43 | 1300 | 117 | 1417 | 1.1762 |
| | 342 E. Hansen Ct. | G-44 | 1421 | 132 | 1553 | 1.2891 |
| Woodlands | 352 E. Partridge | H-45 | 1127 | 133 | 1260 | 1.0459 |
| | 348 E. Hansen Ct. | H-46 | 1422 | 128 | 1550 | 1.2866 |
| | 350 E. Hansen Ct. | H-47 | 1419 | 128 | 1547 | 1.2841 |
| | 354 E. Partridge | H-48 | 1127 | 133 | 1260 | 1.0459 |
| Plantation | 2014 S. Hummel | I-49 | 1431 | 130 | 1561 | 1.2957 |
| | 232 E. Partridge | I-50 | 1311 | 115 | 1426 | 1.1836 |
| | 230 E. Partridge | I-51 | 1302 | 115 | 1417 | 1.1762 |
| | 2008 S. Hummel | I-52 | 1311 | 115 | 1426 | 1.1836 |
| | 2010 S. Hummel | I-53 | 1442 | 119 | 1561 | 1.2957 |
| | 2012 S. Hummel | I-54 | 1418 | 131 | 1549 | 1.2857 |
| New Orleans | 2017 S. Hummel | J-55 | 1539 | 130 | 1669 | 1.3853 |
| | 2019 S. Hummel | J-56 | 1368 | 121 | 1489 | 1.2359 |
| | 2021 S. Hummel | J-57 | 1378 | 121 | 1499 | 1.2442 |
| | 302 E. Partridge | J-58 | 1378 | 121 | 1499 | 1.2442 |
| | 300 E. Partridge | J-59 | 1375 | 121 | 1496 | 1.2417 |
| | 2023 S. Hummel | J-60 | 1514 | 130 | 1644 | 1.3646 |
| Cibhouse | 333 E. Hansen Ct. | J-65 | NA | NA | NA | NA |
| | 335 E. Hansen Ct. | J-66 | 712 | 119 | 831 | 0.6898 |
| Nautica | 341 E. Hansen Ct. | K-61 | 1116 | 146 | 1262 | 1.0475 |
| | 337 E. Hansen Ct. | K-62 | 1442 | 127 | 1569 | 1.3023 |
| | 339 E. Hansen Ct. | K-63 | 1442 | 127 | 1569 | 1.3023 |
| | 343 E. Hansen Ct. | K-64 | 1114 | 146 | 1260 | 1.0459 |
| Cumberland | 2001 S. Hummel | L-67 | 1146 | 134 | 1280 | 1.0624 |
| | 217 E. Hansen Ct. | L-68 | 1146 | 134 | 1280 | 1.0624 |
| | 219 E. Hansen Ct. | L-69 | 1150 | 134 | 1284 | 1.0658 |
| | 2003 S. Hummel | L-70 | 1150 | 134 | 1284 | 1.0658 |
| Sunset | 2009 S. Hummel | M-71 | 876 | 117 | 993 | 0.8242 |
| | 309 E. Hansen Ct. | M-72 | 1199 | 122 | 1321 | 1.0965 |
| | 311 E. Hansen Ct. | M-73 | 1199 | 122 | 1321 | 1.0965 |
| | 2011 S. Hummel | M-74 | 876 | 117 | 993 | 0.8242 |

Bellavista Village Condominium Association

| Nickname | Address | Unit # | Column A | Column B | Column C | Column D |
|--------------|-------------------|--------|-----------------|-----------------------|-------------------|--------------|
| | | | Square Feet # * | 1/2 Garage # Sq Ft ** | Total # Sq Ft *** | % Sq Ft **** |
| Williamsburg | 307 E. Hansen Ct. | N-75 | 1237 | 158 | 1395 | 1.1579 |
| | 303 E. Hansen Ct. | N-76 | 1596 | 220 | 1816 | 1.5074 |
| | 301 E. Hansen Ct. | N-77 | 1609 | 220 | 1829 | 1.5182 |
| | 305 E. Hansen Ct. | N-78 | 1233 | 158 | 1391 | 1.1546 |
| Monterrey | 319 E. Hansen Ct. | O-79 | 1230 | 164 | 1394 | 1.1571 |
| | 315 E. Hansen Ct. | O-80 | 1609 | 220 | 1829 | 1.5182 |
| | 313 E. Hansen Ct. | O-81 | 1614 | 220 | 1834 | 1.5223 |
| | 317 E. Hansen Ct. | O-82 | 1230 | 164 | 1394 | 1.1571 |
| Cherbourg | 331 E. Hansen Ct. | P-83 | 766 | 124 | 890 | 0.7387 |
| | 327 E. Hansen Ct. | P-84 | 1072 | 124 | 1196 | 0.9927 |
| | 325 E. Hansen Ct. | P-85 | 1075 | 123 | 1198 | 0.9944 |
| | 329 E. Hansen Ct. | P-86 | 762 | 124 | 886 | 0.7354 |

*****E=Total # sq ft in development not including clubhouse (J-65) 120,475

* A = Total square feet of living area (exclusive of basement storage area)

** B = One-half of the total square feet of attached garage(s)

*** C = A+B = Total # sq ft of living area for each unit + 1/2 # sq ft of its garage

****D=C/E = Unit # of sq ft / Total # of development sq ft = % sq ft this unit has to total development

*****E = Add up the total sq ft in column C for the development

Reference: Declaration of Condominium Ownership; Article III, 3.1

Date: 11/15/2005

Certified by: Jeffrey B. Lovelace

Professional Land Surveyor

Missouri Registration Number 2580

