

## DECLARATIONS OF RESTRICTIONS

I2765P1539

OF

## OAK HILL SOUTH

This declaration made on the date hereinafter set forth by PATTERSON-PETERS-DILL DEV. INC., a Missouri corporation, of the county of Jackson, State of Missouri hereinafter referred to as "Declarant"

## WITNESSETH:

Whereas, Declarant is the owner of certain property located in the County of Jackson, State of Missouri more particularly described as:

Lots in OAK HILL SOUTH, a subdivision in Lee's Summit, Jackson County, Missouri according to the recorded plat thereof.

These restrictions shall apply to all lots platted as OAK HILL SOUTH.

Whereas Declarant will convey said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

Now, therefore, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all other parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall insure to the benefit of each owner thereof.

This document hereby creates the OAK HILL SOUTH HOME OWNERS ASSOCIATION, INC., a non-profit corporation.

## DEFINITIONS

Corner lot is a lot that abuts on two or more streets at their intersections.

Plot is one or more lots.

Building Line is the most forward line of the foundation of any residence constructed on any lot.

Street shall include any cul-de-sac, terrace, court, or circle as shown on the plot.

Declarant is also referred to as the Developer.

## USE OF THE LAND

All buildings shall be located on lots in accordance with City Ordinances. For the purpose of these covenants, eaves, steps, overhangs and open porches shall not be considered as part of the building; provided however that these covenants shall not be construed to permit any portion of a building to encroach on another lot. No other construction except attached garages shall be constructed on any lot.

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No trash, garbage or refuse may be stored or dumped on any lot in the subdivision except trash and garbage may be set out the night before for trash service.

No tank for storage of fluids or barrels may be maintained on any of the lots above the surface of the ground.

Building material may only be placed on a lot that a builder is ready to start construction on. No lot shall be used purely for storing building material.

No signs, billboard or advertising structures of any kind may be placed or stored upon any lot except for advertising the rental or sale of the property shown on the recorded plat and they are not to exceed five (5) square feet, except the developer reserves the right to maintain sales offices, management offices and model homes necessary for information for future home buyers.

All yards are to be fully sodded unless a specific alternate request is submitted to and approved by the Developer for seeding by a professional lawn seeder contractor.

All yards shall have front foundation plantings and all yards must include one tree.

All fireplaces shall be masonry or zero clearance, built to match, or compatible with siding.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine months (9) after start of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six months (6). Any owner of a structure in violation of this section may in the discretion of the developer, be assessed a fine of one dollar (\$1.00) to one hundred dollars (\$100.00) per day as determined by Developer in its sole discretion, for every day the violation continues.

Every dwelling erected on any lot shall front or present a good frontage on the street on which said lot fronts. Dwellings on corner lots shall have a presentable appearance on all streets which the particular corner lot abuts.

All dwellings shall have at least a 2-car garage, a break in the roof line and gable construction, roofs will all be 30 year weathered grey TIMBERLINE or equivalent.

All driveways shall be poured concrete and shall extend to the curb line of the street upon which premises fronts, or the curb line on the side street.

The Declarant will take into consideration the proposed dwelling with harmony on adjacent or neighboring property.

All building designs and square footage must be approved by the developer and unless otherwise specified by the developer, all roofs will be 30 year Timberline weathered grey. The ground floor area of the main structure of any building, exclusive of one story open porches and garages, shall be a minimum of 1600 square feet and if one and one-half story, the main floor shall be a minimum of 1200 square feet and half story 500 square feet. A two-story shall have minimum of 1800 square feet with the ground floor a minimum of 900 square feet. Atrium-splits to be 1600 square feet on the main two levels exclusive of any family rooms that is slab on grade.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood. The noise level shall never be so great as to disturb other home owners.

No trailer, basement, tent, shack, barn or other outbuilding shall be erected on any building site or shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

No cows, horses, swine, goats or poultry of any kind shall be raised, bred, or kept on any lot, except pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No more than three domestic pets shall be kept in any home.

No commercial vehicles, boats, house trailers, motor homes, recreational vehicles, campers, inoperable motor vehicles, boat trailers, and trailers of every other description shall be permitted to be parked or to be stored outside. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as delivery and pick up and other commercial services.

No rebuilding or automotive repair whether for hobby or profit shall be permitted on any lot.

No radio station of any type shall be operated from any lot or residence.

No lights or other illumination shall be higher than the house on any lot covered by these restrictions.

No television antenna or radio aerial or similar wire device shall be attached to the roof of the house or exposed in any manner.

No clothes line or apparatus for laundry shall be installed on any lot, unless concealed from view by a fence.

All fences must comply with city regulations and approved by the developer prior to construction.

## MEMBERSHIP

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

## VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B Class B member shall be the Declarant. The Class B member shall be entitled to approval and exercise veto power in conjunction with all votes by the Association's members including all votes by the members of the Association Board of Directors so long as the Class B membership holds ownership in five per cent (5%) of the preliminary platted subdivision lots, provided that the Class B membership shall cease and be converted to a Class A membership in the event the Class B membership owns less than five per cent (5%) of all preliminary platted subdivision lots. Said approval and veto power may be exercised by the president and secretary of the Declarant.

## PROPERTY RIGHTS

Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions.

- (a) The right of the Association in accordance with its Articles and By-Laws to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of the homeowners hereunder.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members subject to the veto power of the Class B membership is then existing.

Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns that it will convey fee simple title to the Common Area as platted on recording of said plat to the Association, free and clear of all encumbrances and liens, upon the sale and conveyance of ninety-five per cent (95%) of all lots platted as OAK HILL SOUTH.

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COVENANT FOR MAINTENANCE AND ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed thereafter, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant and agree to pay the Association an annual assessment or charge for purposes of maintenance of the Common Area. The annual assessment and any special assessment together with such interest thereon and cost of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, late fees, cost and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due.

Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, beauty, and welfare of the residents in the properties and in particular, for improvement and maintenance of Common Areas including, but not limited to payment of taxes and insurance on Common Area, repairs to, replacement of, and additions to the Common Areas, and for the cost of the labor, equipment and materials of the Common Areas.

Basis of Annual Assessments; One hundred dollars (\$100) annual assessment due April 1st. New home owners will pay a portion of a calendar quarter at twenty-five dollars (\$25.00) per quarter. Annual assessment may be increased or decreased by 2/3 of the votes of the members who are voting in person or proxy.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy any assessment year, a Special Assessment applicable to that year, only for purpose of defraying in whole or in part, costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures, personal property related thereto or purchases of additional Common Areas provided that any such assessments shall have the assent of 2/3 of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, which written notice shall be sent to all members not less than ten (10) days nor more than forty-five (45) days in advance of the meeting set forth the purpose of the meeting. At any such meeting, the presence of members or proxies entitled to cast sixty percent (60%) of all votes which can be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements as set forth herein.

Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments, general or special, which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear a late fee of ten and no/100 dollars(\$10.00) per month, and interest from the date of delinquency at the rate of eighteen percent (18%) per annum until paid in full, and the Association may bring an action at law against the Owner personally obligated to pay the same and in addition foreclose the lien against the property.

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Said lien may be foreclosed by an action brought in the name of the Board of Directors of the Association and their successors in office acting on behalf of all Association members in like manner as a mortgage of real property as provided in Sections 443.190-443.310 R.S.MO. Members of the Board of Directors and their successors in office acting on behalf of the Association, owners through an appointed representative shall have the power to bid any interest so foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any recovery obtained by the Board of Directors of the Association as a result of the foreclosure action, or any monies obtained through acquisition, sale, or lease of the aforesaid shall be first applied to the expense of such foreclosure sale or lease and then to any unpaid assessments, expenses, fees, or late charges accrued pursuant to these Declarations, and any other lawful charges due and owing to the Association from the Owner. Interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for the assessments provided for here in for non-use of Common Areas or abandonment of his lot.

Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or form the lien thereof.

#### ARCHITECTURAL CONTROL

No building, fence wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to change or alteration therein be made including exterior color, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external appearance, design and location in relation to surrounding structures and topography by the Class B member.

#### EXTERIOR MAINTENANCE

In the event a need for maintenance or repairs is cause through wilful or negligent act of an Owner, his family or guest or invitees, the cost of such maintenance which shall include but not to be limited to paint, repair, replace, care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvement but shall not include glass surfaces, may be assessed against the Owner if such maintenance or repairs are implemented by the Association and if so assessed shall be added to and become a part of the assessment to which the lot is subject.

All property shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner leasing a dwelling to a single family, subject to all provisions of this declaration. Declarant, however may maintain sales offices, management offices, and model homes.

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### EASEMENTS

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

### ENFORCEMENT

The Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### SEVERABILITY

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

### DURATION

These covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration as recorded, after which time said covenants shall automatically extend for successive periods of ten years (10). The covenants and restrictions of this Declaration may be amended during the first twenty(20) year period by an instrument signed by not less than ninety percent(90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five percent(75%) of the lot owners. Any amendment must be properly recorded.

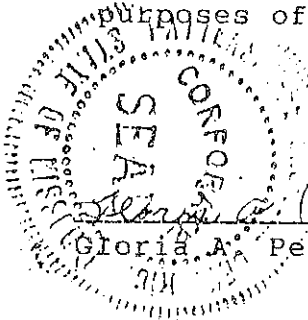
Approval by Class B Member. As long as there is a Class B membership, the following actions, which are in addition to those as are set forth herein, will require prior approval of said Class B member:

- a-Annexation of additional properties
- b-Dedication of Common Areas
- c-Amendment of this Declaration of Covenants, Conditions and Restrictions.

These RESTRICTIONS hereby encompass by reference as if fully stated the license laws of the City of Lee's Summit, Missouri as they now exist and may be from time to time amended.

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IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 14 day of November, 1995, for purposes of adopting and recording these Declarations of Covenants, Conditions and Restrictions of OAK HILL SOUTH in the Office of the Recorder of Deeds of Jackson County, Missouri at Independence for purposes of the same being filed by the owner of record.



PATTERSON-PETERS-DILL DEV. INC.  
A Missouri Corporation, Declarant

By John E. Peters  
John E. Peters, President

State of Missouri  
County of Jackson

On this 14 day of November, 1995, before me the undersigned, a Notary Public in and for said state, personally appeared John E. Peters, President of PATTERSON-PETERS-DILL DEV. INC. A Missouri corporations, known to me to be the person who executed the within Declarations of Covenants, Conditions and Restrictions of OAK HILL SOUTH in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Rosa H. Cloyd  
Notary Public

ROSA H. CLOYD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Sept. 27, 1997

(STATE OF MISSOURI) SS  
(COUNTY OF JACKSON)  
I CERTIFY INSTRUMENT RECEIVED

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DIRECTOR OF RECORDS  
J. Ann