

017483

DECLARATION FOR THE HAMPTONS CONDOMINIUM

WHEREAS, Platte City Development, a partnership, (hereinafter referred to as "Grantor") owns certain real property herein described; and

WHEREAS, said Grantor has or will improve said property constructing thereon eight (8) multi-family structures each of which is to have six (6) units and which are to be known as THE HAMPTONS CONDOMINIUM, said structures having been planned and specified and recorded in the County of Platte, State of Missouri; and

WHEREAS, said Grantor hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the units in said multi-family structure, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities".

NOW, THEREFORE, said Grantor, the fee owner of the real property which is described in Exhibit "A" and which is attached hereto and incorporated herewith as though more fully set forth herein, hereby makes the following declarations as to divisions, covenants, restrictions, limitations, conditions and uses to which the above-described real property and improvements thereon, consisting or to consist of eight (8) multi-family structures of six (6) units each and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

A. Said grantor, in order to establish a plan of condominium ownership for the described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:

1. The forty-eight (48) separately designated and legally described freehold estates being six (6) areas or spaces contained in the perimeter walls of each of the eight (8) multi-family structures constructed or to be constructed on said property, said spaces being defined, and referred to herein, as units.

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common areas and facilities", which definition includes the multi-family structure and the property upon which it is located, and specifically includes, but is not limited to, the land, roof, main walls, slabs, elevator, elevator shaft, staircases, lobbies, halls, parking spaces, storage spaces, community and commercial facilities, swimming pool, pumps, water tanks, trees, pavements, balconys, pipes, wires, conduits, air conditioners and ducts, or other public utility lines.

3. The six (6) units within a multi-family structure shall also constitute a "limited common element" and said limited common element shall consist of the multi-family structure, including roof, main walls, staircases, lobbies and halls in the structure but shall not include non-appurtenant common areas such as lawn and parking areas.

B. For the purpose of this declaration, the ownership of each unit shall include the respective undivided interest in the common areas and facilities specified and established in paragraph D hereof, and each unit, together with the undivided interest is defined and hereinafter referred to as family unit.

C. The forty-eight (48) individual units hereby established and which shall be individually conveyed are described in Exhibit "B" which is attached hereto and made a part hereof as though more fully set forth herein.

D. The undivided interest in the common areas and facilities hereby established and which shall be conveyed with each respective unit is one-forty-eighth (1/48th). This undivided interest established and to be conveyed with the respective units as indicated above cannot be changed unless the plats, plans and specifications are filed with the Recorder of Deeds and in that event the undivided interest will be the number of units owned as compared to the number of units built or to be built in accordance with said plans and specifications. Grantor, its successors and assigns, and Grantees, covenant and agree that the undivided interests in the common areas and facilities and the fee titles to the respective units conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance for encumbrance may refer only to the fee title in the unit.

E. That attached hereto and made a part hereof as Exhibit "C" is a survey of the project.

F. Said Grantor, its successors and assigns, by this declaration, and all future owners of the units, by their acceptance of their deeds, covenant and agree as follows:

1. That the common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.

2. That the units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.

3. The owner of the respective units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective unit nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective units which are utilized for or serve more than one unit except as tenants in common with the other family unit owners as heretofore provided in paragraph D. Said owner, however, shall be deemed to own the walls and partition which are contained in said owner's respective unit, and also shall be deemed to own the inner-decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

4. The owners of the respective units agree that if any portion of the common areas and facilities encroach upon the unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of the unit agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.

5. That an owner of a unit shall automatically, upon becoming the owner of a unit or units, be a member of THE HAMPTONS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, hereinafter referred to as the "Association", and shall remain a member of said association until such time as his ownership ceases for any reason, at which time his membership in said association shall automatically cease.



6. That the owners of units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this declaration, and the Articles of Incorporation and By-Laws of the Association.

7. That each owner, tenant or occupant of a unit shall comply with the provisions of this declaration, the Articles and By-Laws of the Association, the Uniform Condominium Act, decisions and resolutions of the association or its representative as lawfully amended from time to time, and failure to comply with any such provision, decision, or resolution, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

8. That this declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the units unanimously agree to such revocation or amendment by duly recorded instruments.

9. That no owner of a unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his unit.

10. Except for the activities of the Declarant during original construction and/or development, or except with the prior written approval of the committee, or as may be necessary in connection with the reasonable and necessary repairs or maintenance to any unit or upon the common properties and all other common facilities:

(a) No noxious or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance shall be removed forthwith. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other device, except such devices as may be used exclusively for security and fire purposes, shall be located, installed, or maintained upon the exterior of any improvement located upon the Properties or the Common Properties.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Unit or within any such Unit, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or a nuisance to the neighborhood or other Owners. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Environmental Control Committee, shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance to other Owners and such determination shall be conclusive. Pets shall not be permitted upon the Common Properties unless accompanied by an Owner and unless they are carried or leashed. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or city ordinance. No dog run, dog house, kennel or other animal, domestic animal, or household pet pen, enclosure, housing or sheltering facility shall be constructed or maintained upon the Properties or Common Properties. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, wastes or trash of any other kind shall be permitted on or in any Unit or the Common Properties.

(d) Except as approved by the Association, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and other common facilities) shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may provide and maintain a suitable area designated for the parking of such vehicles or the like. No inoperable vehicle of any kind nor any vehicle without current safety inspection or license tags may be kept on any Unit, yard, driveway or streets in front of any Unit at any time.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept and maintained upon any Unit. Garbage, trash and other refuse shall be placed in covered containers.

(f) No Unit shall be divided or subdivided without the prior written approval of the Association. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any public utility or other public body or authority.

(g) Except for hoses and the like which are reasonably necessary in connection with normal lawn or plant maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Unit above the surface of the ground or beyond the exterior of such Unit.

(h) No natural landscaping, or landscaping provided as part of the original development or subsequently by Declarant or the Association, shall be removed from any Unit or the Properties without written approval of the Association acting through the Architectural and Environmental Control Committee.

(i) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, staple, outdoor clothes dryer, playhouse, shed or other buildings or structure shall be erected, used or maintained on, around or about any Unit at any time.

(j) Except for entrance signs, directional signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon, in or about any Unit, including without limitation window signs. No awnings, canopy or shutter shall be affixed to or placed upon any exterior wall or roof of an Unit.

(k) No structure, planting or other materials shall be placed or permitted to remain on or about any Unit which may damage or interfere with any easement for the installment or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(l) No Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(m) All fixtures and equipment installed within an Unit shall be maintained and kept in repair by the Owner thereof. Any

Owner shall do no act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect one or more of the other Units or their Owners.

(n) No vehicle shall be parked on driveways so as to obstruct ingress and egress by Owners of Units, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for as brief a period of time as reasonably possible.

(o) Units may be leased or rented and any such leasing or tenancy agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association and all rules promulgated by the Association and shall provide that any failure by such tenant to observe and comply with the terms of such document shall be default under such leasing or tenancy agreement. Any such tenant under a lease or tenancy agreement not so approved by the Board of Directors shall be deemed to be detaining the premises unlawfully, and shall be subject to suit by the Association in the name of Owner for unlawful detainer, eviction, possession or other such actions as may be available from time to time.

(p) No antennas, aerials, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon the exterior of any Unit or building.

#### 11. Architectural Control:

(a) Except for original construction and/or development by the Declarant, and except for any improvements to any Unit or to the Common Properties accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Properties, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, wall, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any improvements constructed upon any Unit or upon any of the Common Properties, or to remove or alter any windows or exterior doors of any Unit, or to make any change or alterations within any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement, until the complete Plans and Specifications, showing the location, nature, shape, heights, material, color, type or construction and/or any other proposed form of change (including,

without limitation, any other information specified by the Architectural and Environmental Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

(b) The Board of Directors shall appoint an Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

(c) Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Architectural and Environmental Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. In the event construction is not commenced within six (6) months following the approval of said plans and specifications, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

(d) If requested by the Owner the Architectural and Environmental Control Committee shall issue a certificate of compliance upon the completion of any construction or alterations or other improvements in accordance with the plans and specifications so approved. The Architectural and Environmental Control Committee may from time to time, adopt and promulgate such Rules and Regulations regarding the form and content of the plans and specifications. The decisions of the Architectural and Environmental Control Committee shall be final.

G. All sums assessed by the association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except those specified in RSMo. 448.3-116. Such lien may be foreclosed by the manager or Board of Directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure, the family unit owner shall be required to pay a reasonable rental for the family unit, and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

H. Where the mortgagee of a first mortgage of record or other purchaser of a family unit obtains title to the unit as a

result of foreclosure of the first mortgage, and said mortgage is a lien with priority over the assessment, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the association chargeable to such family unit which became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the units including such acquirer, his successors and assigns.

I. The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (A) rental for any period less than thirty (30) days; or (B) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this declaration and further subject to the Articles and By-Laws of the association.

J. Grantor maintains a development right to add adjoining parcels to and to reduce existing parcels of this declaration and will prepare, execute and record an amendment to this declaration in that event. Grantor makes no assurances as to the future exercise of a development right and further states that in the event the development right is exercised, it may be done in all or any portion of the adjoining real estate so added.

K. The proper officers of the Association shall enter into a Management Agreement to provide for the maintenance of the affairs of the Association and for the operation and/or care and maintenance of the common properties, all other common areas and facilities therein, and all other property and improvements as herein set forth to be the responsibility of the Association and said Management Agreement may contain such provisions and delegation of authority as the Board of Directors of the Association deems necessary or advisable and each Owner, by accepting title to his Unit agrees to and shall be bound by the terms and conditions of any such Management Agreement entered into by the Association. It shall be the duty of the Association to effect a new Management Agreement prior to the expiration of the term of any prior Management Agreement. All Management Agreements shall be made with responsible parties having experience adequate for the management of a development of this type. The Manager under such agreement shall be entitled to compensation, and the amount of compensation set by the Management Agreement shall be deemed reasonable.

L. In a voluntary conveyance of a family unit the Grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the manager or Board of Directors of the Association, setting forth the amount of the unpaid assessments against the Grantor due the association and such Grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the association against the Grantor in excess of the amount therein set forth.

M. All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the State of Missouri, this declaration or in the By-laws, shall be deemed to be binding on all owners of family units, their successors and assigns.

N. That the Board of Directors of the association of owners, or the management agent, or manager, shall obtain and continue in effect blanket property insurance in form and amounts



satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

O. That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by quarterly assessments levied by the association of owners; and that such payments shall be held in a separate escrow account of the association of owners and used solely for the payment of the blanket property insurance premiums as such premiums become due. The cost of insurance shall be assessed against a Unit Owner in proportion to the risk of insuring the limited common area of which he is a part.

P. That so long as said grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this declaration, its exhibits, the Articles and By-laws of the corporation; and said Grantor covenants to take no action which would adversely affect the rights of the association with respect to assurances against blatant defects in the property or other right assigned to the association, the members of such association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

Q. The Grantor may maintain a sales office, management office or model unit and further may maintain signs on the common elements advertising said sales office, management office or model.

R. Notwithstanding anything to the contrary, this declaration can be abolished, amended, and/or changed in whole or in part by the declarant at anytime prior to the conveyance of the first Unit by declarant.

S. Declarant may at its option assign any or all of its rights under the terms of the declaration.

T. Creation of the Lien and Personal Obligation of Assessments. Each Owner of an Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association or its nominee: (1) Quarterly assessments or charges, and (2) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided.

1. Purpose of Quarterly Assessments. The Quarterly Assessments when levied by the Association shall be used for the following current operating expenses, reserves and purposes:

(a) Promotion of the health, safety and welfare of those persons residing within the Properties;

(b) Routine repair, maintenance, care and operation of the Common Properties and all other common facilities situated upon the Common Properties, including, but not limited to, the repair and replacement of any paved areas on the Common Properties; maintenance as to water tightness (exclusive of repair of casualty damage) of the roof of each Unit; maintenance of yards, lawns and landscaping. Maintenance shall be limited to the painting of the common properties and repair due to casualty damage, age or weathering is subject to a special assessment.

(c) Management (and any required legal and accounting expenses of the Association) of the affairs of the Association and for the operation and/or care and maintenance of the Common Properties, and all other property and improvements as herein set forth to be the responsibility of the Association;

(d) Ad valorem and other taxes, and insurance premiums, on the Common Properties owned by the Association;

(e) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association.

2. Basis of Quarterly Assessments; Limitations Thereon Except for Insurance. Quarterly Assessments or charges, except the assessment for each Owner's pro-rata share of the casualty insurance premium as hereinafter specifically set forth in paragraph U hereof, shall remain constant from January 1 through December 31 of each year and shall be subject to the following limitations thereon: There shall be no Quarterly Assessments until fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting, vote to establish Quarterly Assessments and set the amount thereof.

(a) From and after January 1st of the calendar year immediately following the establishment of the first Quarterly Assessment, the maximum Quarterly Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) From and after January 1st of the calendar year immediately following the establishment of the first Quarterly Assessment, the maximum Quarterly Assessment may be increased above the amount provided in paragraph (a) of this Section by a vote of fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repairs, maintenance, care and operational costs and other needs of the Association, the Board of Directors shall levy the Quarterly Assessments for each Unit at an amount not in excess of the maximum allowable by this Section.

### 3. Special Assessment.

(a) In addition to the Quarterly Assessments or charges for the purposes described in Section 1 of this paragraph T and subject to approval by the affirmative vote of fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacement of any capital improvements, or for such other purpose as the Board of Directors of the Association may consider appropriate. No such Special Assessment, however, shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting. Any such Special Assessment shall be due and payable to the time and in the manner as approved by fifty-one (51%) percent of all the Members who are present and voting in person or by proxy at said meeting.

(b) Notwithstanding any of the foregoing, any maintenance, repair, construction or reconstruction other than that of a

routine nature of a limited common element shall result in a special assessment against the Units to which that limited common element is assigned on an equal basis.

4. Excess. Any year in which there is an excess of assessments received over moneys actually used for the purposes described herein, such excess may, at the discretion of the Board of Directors, be applied against and reduce the subsequent year's assessment or be refunded to the Members.

5. Except for special assessments as to limited common elements and casualty insurance premiums for each Unit owner as hereinafter set forth in paragraph U hereof, quarterly and special assessments must be fixed at a uniform rate for all units; provided, however, that the Board of Directors may levy and collect assessments on a quarterly, semi-annual or annual basis after approval of the same by resolution. Both quarterly and Special Assessments shall be due and payable to the Association or its nominee on the 1st day of each month in equal monthly installments unless otherwise provided as aforesaid.

6. Date of Commencement of Quarterly Assessments; Due Dates. The Quarterly Assessment for each Member shall commence on the date set by the Members at the meeting establishing the Quarterly Assessment and shall constitute a lien on the date the Quarterly Assessment commences. Except as hereinabove provided, the monthly installments of each such Quarterly Assessment for any Unit for any month after the first month shall become due and payable to the Association or its nominee and a lien on the first day of each successive month. Any Member may prepay one or more installments on any Quarterly Assessment levied by the Association, without premium or penalty. Quarterly Assessments may also be paid by, for or on behalf of Unit Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Directors.

7. Duties of the Board of Directors With Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Unit for each assessment period and prepare a roster of the Units and assessments applicable thereto.

(b) The Association shall notify the Owners in writing of the assessments.

(c) The Association shall enforce the payment of assessments in accordance with the provisions of this paragraph T.

(d) No Member of the Board or any Committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice, suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural or Environmental Control Committee or any other Committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

U. Insurance to be Obtained and Maintained by the Association and/or Unit Owners. The Association shall have the right and obligation to obtain and continually maintain to the extent reasonably available, the following policies of insurance

for the benefit of the Unit Owners and the holders of first and second mortgages or deeds of trust of record thereon, as their interests may appear. If applicable Missouri Law or regulations prohibit the Association from obtaining and continually maintaining a master policy for fire and extended coverage insurance as hereinafter described in paragraph (a) of this paragraph U for all of the Units and other improvements, if any, then, in such event, each Unit Owner shall obtain and continually maintain an individual policy or policies of fire and extended coverage insurance written in strict accordance with all of the requirements hereinafter set forth in this paragraph U with respect to said fire and extended coverage insurance. Such policy or policies shall provide that payments for losses thereunder by the insurer shall be made to the Association hereinafter designated as Trustee for the Unit Owners and the holders of first and second mortgages or deeds of trust of record thereon, as their interests may appear.

1. Property damage insurance in a total amount equal to no less than eighty percent (80%) of the full current replacement costs (i.e., eighty percent of the insurable value based on current replacement costs) of the improvements located upon the Common Properties if any, and of the Units and other improvements, if any, with a "replacement cost" or "agreed amount" endorsement, without deduction or allowance for depreciation. The total amount of such insurance coverage shall be determined annually by the Association with the assistance of the insurance company issuing the policy and said insurance shall afford protection against at least the following:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;

(b) Such other risks as shall customarily be covered with respect to property similar in construction, location and use, including but not limited to costs of vandalism, malicious mischief, windstorm, water damage and such other insurance as the Board of Directors of the Association may from time to time determine.

2. In addition, the Association shall purchase insurance as follows:

(a) Comprehensive public liability and property damage insurance, in such amounts and for such coverage as may be determined and considered appropriate by the Association.

(b) Such other insurance as the Association shall determine from time to time to be necessary by the Association.

3. Insurance; Requirements as to Insurer; Required Endorsements and Terms. All insurance policies obtained pursuant to the requirements of this Declaration by the Association for and on behalf of the Unit Owners and the holders of first and second mortgage or deeds of trust of record thereon, as their interests may appear, or by Unit Owners, as hereinabove provided, if a master policy for fire and extended coverage insurance cannot be obtained and continually maintained for all of the Units, shall be subject to the following requirements:

(a) All policies shall be written with a company or companies licensed to do business in the State of Missouri;

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Association, as agent or trustee for the Unit Owners and the holders of the first and second mortgages or deeds of trust of record thereon, as their interests may appear.

(c) All property damage insurance policies shall contain an endorsement that the policy may not be cancelled or substantially modified, including cancellation for non-payment of premium.

without at least thirty (30) days' prior written notice to all named insureds, including the holders of the first and second mortgages or deeds of trust of record thereon.

(d) All insurance policies shall provide that all proceeds covering property losses shall be paid to the Association as Trustee for the benefit of all Unit Owners and all holders of first and second mortgages or deeds of trust of record thereon, as their interests may appear.

(e) Any mortgagee endorsement shall require the holder of the first and second mortgages or deeds of trust of record thereon to allow all proceeds of such insurance to be used for reconstruction or repair of the improvements as set forth in this Declaration and shall not require or allow the said holders of the first and second mortgages or deeds of trust of record thereon to demand payment of any portion of the insurance proceeds for repayment of any loan secured by such mortgages or deeds of trust; and, by taking and recording any such mortgages or deeds of trust upon the Properties or any part hereof, the holders thereof shall be deemed to have consented to the provisions hereof, notwithstanding anything in said mortgages or deeds of trust to the contrary.

4. In the event the property subject to this enabling declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by RSMO. 449.3-113.

5. The cost of insurance shall be assessed against each Unit owner in proportion to the cost of insurance for the limited common element being insured as allowed by RSMO. 448.3-115.

IN WITNESS WHEREOF, the undersigned, being the declarant herein has hereunto set its hand and seal this 26<sup>TH</sup> day of JULY, 1985.

PLATTE CITY DEVELOPMENT,  
A Partnership

By:

GARY MARTIN

JERRY M. MARTIN

KENNETH D. MARTIN

WAYNE E. DAVIS

LOYD HOFMASTER

BILL MAPLES

MARVIN MAPLES

STATE OF MISSOURI )  
                          )SS.  
COUNTY OF PLATTE )

On this 26<sup>TH</sup> day of JULY, 1985, before me, the undersigned, a Notary Public, personally appeared GARY MARTIN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

BOOK 1673 PAGE 949



IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in PLATTE CITY  
MISSOURI, the day and year last above written.

ERIC D. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.

NOTARY PUBLIC

My Commission Expires: APR. 17, 1988  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI )  
                          )SS.  
COUNTY OF PLATTE )

On this 20<sup>th</sup> day of JULY, 1985, before me, the  
undersigned, a Notary Public, personally appeared JERRY  
MARTIN, to me known to be the person described in and who  
executed the foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in PLATTE CITY  
MISSOURI, the day and year last above written.

ERIC D. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.

NOTARY PUBLIC

My Commission Expires: APR. 17, 1988  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI )  
                          )SS.  
COUNTY OF PLATTE )

On this 20<sup>th</sup> day of JULY, 1985, before me, the  
undersigned, a Notary Public, personally appeared KENNETH D.  
MARTIN, to me known to be the person described in and who  
executed the foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in PLATTE CITY  
MISSOURI, the day and year last above written.

ERIC D. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.

NOTARY PUBLIC

My Commission Expires: APR. 17, 1988  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI )  
                          )SS.  
COUNTY OF PLATTE )

On this 20<sup>th</sup> day of JULY, 1985, before me, the  
undersigned, a Notary Public, personally appeared WAYNE E. DAVIS,  
to me known to be the person described in and who executed the  
foregoing instrument, and acknowledged that he executed the same  
as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in PLATTE CITY  
MISSOURI, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSOURI )  
COUNTY OF PLATTE ) SS.

On this 26th day of JULY, 1985, before me, the undersigned, a Notary Public, personally appeared LLOYD HOFMASTER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in PLATTE CITY, MISSOURI, the day and year last above written.

ERIC D. HOGUE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1988  
ISSUED THRU MISSOURI NOTARY ASSOC.

My Commission Expires:

STATE OF MISSOURI )  
COUNTY OF PLATTE ) SS.

On this 26th day of JULY, 1985, before me, the undersigned, a Notary Public, personally appeared BILL MAPLES, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in PLATTE CITY, MISSOURI, the day and year last above written.

ERIC D. HOGUE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1988  
ISSUED THRU MISSOURI NOTARY ASSOC.

My Commission Expires:

STATE OF MISSOURI )  
COUNTY OF PLATTE ) SS.

On this 26th day of JULY, 1985, before me, the undersigned, a Notary Public, personally appeared MARVIN MAPLES, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in PLATTE CITY, MISSOURI, the day and year last above written.

ERIC D. HOGUE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1988  
ISSUED THRU MISSOURI NOTARY ASSOC.

My Commission Expires:

017483

COUNTY OF PLATTE STATE OF MO.

FILED FOR RECORD ON THE 26th DAY OF JULY, 1985  
O'CLERK 54 MINUTES P  
AND FILED IN 613 PAGE 949

RECORDED

PLATTE COUNTY  
ABSTRACT COMPANY  
1111 STREET P. O. BOX 798  
PLATTE CITY, MO 64072

BY \_\_\_\_\_ CLERK

017484

THE HAMPTONS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of JULY 26, 1985, by PLATTE CITY DEVELOPMENT, a partnership, (hereinafter called "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to develop thereon single family residential units with permanent common areas and facilities for the benefit of said development and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the real property described in Article II and for the maintenance of the properties and improvements thereon, and to this end, desires to subject the real property, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable, for the efficient preservation of the value of said development to create an association to which it has delegated and assigned the powers and duties of maintaining, administering the common areas and facilities, maintaining and administering the residential properties located in the development, administering and enforcing the within Covenants, Conditions and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will hereafter promptly cause to be incorporated under the laws of the State of Missouri, as a Not-For-Profit Corporation without capital stock, The Hamptons Property Owners Association for the purposes of carrying out the powers and duties aforesaid, as hereinafter more fully set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (sometimes called "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by Declarant, their successors and assigns, and any person acquiring or owning an interest in said real property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation:

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Declarant" shall mean

(a) "Association" shall mean and refer to the The Hamptons Property Owners Association, a Missouri Not-For-Profit Corporation and its successors and assigns.

(b) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(d) "Common Properties" shall mean and refer to those areas of land designated as Common Areas or Facilities on the recorded survey of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, or subject to the control thereof, together with any and all such improvements that are now or may hereafter be constructed thereon. In this Declaration Common Properties shall include, without limitation the following:

(i) All real estate owned in fee simple by the Association evidenced by warranty deed or deeds from the Declarant to the Association, recorded in the Office of the Recorder of Deeds of Platte County, Missouri, including the ground upon which the Apartment Units and Buildings are located.

(ii) All structures, trees, landscaping, lighting equipment, decorative equipment and other improvements located upon real estate owned by the Association.

(iii) All paved private drives, streets, and open parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.

(iv) All installments of central services for the benefit of more than one owner such as television antennae, trash receptacles, pipes, wires, conduits, sewers, waterlines and other public utility lines and facilities situated thereon.

(v) All easements, rights and appurtenances belonging thereto, necessary to the existence, maintenance and safety of the property and improvements constructed thereon.

(vi) All personal property owned by the Association intended for use in connection with the operation of structures and other facilities of the Association.

(e) "Unit" shall mean a single dwelling located upon a lot or lots within the Properties.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties but, notwithstanding any applicable theory of mortgages, deeds of trust or other security devices, shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to power of sale, foreclosure or any proceeding in lieu thereof.

(g) "Member" shall mean and refer to each Owner as provided herein in Article III.

(h) "Declarant" shall mean and refer to PLATTE CITY DEVELOPMENT, a partnership, its successors and assigns, if such successors and assigns should acquire any portion of the Properties from Declarant with the purpose of development and are designated by the aforesaid individuals as the Declarant, for the purposes hereof, by a duly recorded instrument.

(i) "Existing Property" shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed

and occupied subject to this Declaration pursuant to Section 2.1 of Article II.

(j) "Mortgagee" shall mean and refer to the holder of a first or second deed of trust, mortgage or other equivalent lien on a Unit.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as "Existing Property" is located in Platte City, Platte County, Missouri, and is more particularly described as follows:

The Hamptons, an addition of land in Platte County, Platte City, Missouri, according to the recorded plat thereof.

Section 2.2 Additions to Existing Property. Additional lands may become subject to this Declaration by the following method:

If Declarant is the Owner of any real property, whether or not abutting or contiguous, which they desire to add to the scheme of this Declaration, they may do so without the consent of the Members of the Association at any time and from time to time by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property and all improvements thereof; PROVIDED, HOWEVER, that such Supplementary Declaration may contain such additions and modifications of the Covenants, Conditions and Restrictions contained in this Declaration applicable solely to said additional properties as may be necessary or desirable as determined by Declarant to reflect the different character, if any, of the added properties and the improvements thereon. In no event, however, shall such Supplementary Declaration modify or add to the covenants established by this Declaration for the Existing Property so as to make the same more burdensome to Owners of the Existing Property without the written consent of fifty-one percent (51%) or more of the then Members of the Association.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Qualification. Every person or entity who is a record Owner of a fee or undivided fee interest in one or more Units on the Properties subject to the Covenants, Conditions and Restrictions established by this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Unit which is subject to the Covenants, Conditions and Restrictions established by this Declaration. Record ownership of such Unit shall be the sole qualification for membership. Members shall be entitled to one vote for each Unit in which they hold the interest required for membership by this Article whether or not the dwelling unit has been constructed. Voting rights are determined by the number of units designed to be built on each parcel. When more than one person holds such interest in any Unit, all such persons shall be Members and the vote for such Unit shall be exercised as they, among themselves, determine; but in no event shall more than one vote be cast with respect to any one Unit. In the event that joint Owners are unable to agree



among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Unit. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article IV, every Member shall have a non-exclusive and non-severable right and easement of enjoyment in and to the Common Properties in common with all Owners, and such easement shall be appurtenant to and shall pass with the title to every Unit, and may not be severed therefrom. Such rights and easement shall be for the use of the Common Properties in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights and easements of other Owners.

Section 4.2 Title to the Common Properties. The Declarant may retain the fee simple title to the Common Properties until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey fee simple title to the Common Properties to the Association not later than December 31, 1989.

Section 4.3 Extent of Members' Easements. The rights and Easements of Enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) The right of the Declarant and of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Properties and facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage the Common Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against mortgage default and/or foreclosures; provided, always, however, that the same are in conformity with the other provisions of the Declaration;

(d) The right of the Association to suspend the voting rights of any Member for any period during which any assessment against a Unit owned by such Member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published Rules and Regulations of the Association;

(e) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-ways and/or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Properties;

Section 4.4 Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no right to suspend, limit or encumber, either temporarily or permanently, any of the rights created and described in subparagraph (f) of Section 4.3 above for any reason whatsoever, or the right of any Owner to use and enjoy the drives, streets, parking areas, walks, entrances and exits on the Common Properties.

Section 4.5 Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Properties to the members of his family who reside with him and/or to his guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

#### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association or its nominee: (1) Annual assessments or charges, and (2) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit and undivided interest in the real property of each Owner against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the continuing personal obligation of the person who as the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; provided, however, a Buyer shall be personally liable for his prorata share of annual and special assessments for the assessment year in which his purchase takes place.

Section 5.2 Purpose of Annual Assessments. The Annual Assessments when levied by the Association shall be used for the following current operating expenses, reserves and purposes:

- (a) Promotion of the health, safety and welfare of those persons residing within the Properties;
- (b) Routine repair, maintenance, care and operation of the Common Properties and all other common facilities situated upon the Common Properties, including, but not limited to, the repair and replacement of any paved areas on the Common Properties; maintenance as to water tightness (exclusive of repair of casualty damage) of the roof of each Unit;
- (c) Management (and any required legal and accounting expenses of the Association) of the affairs of the Association and for the operation and/or care and maintenance of the Common Properties, and all other property and improvements as herein set forth to be the responsibility of the Association;
- (d) Ad valorem and other taxes, and insurance premiums, on the Common Properties owned by the Association;
- (e) Purposes of exterior and yard maintenance as set forth in Articles VIII and IX.
- (f) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of

Covenants, Conditions and Restrictions, or that the Board of Directors of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association.

Section 5.3 Basis of Annual Assessments. Annual Assessments of charges, shall remain constant from January 1 through December 31 of each year and shall be subject to the following limitations thereon: There shall be no Annual Assessments until fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting, vote to establish Annual Assessments and set the amount thereof.

(a) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased above the amount provided in paragraph (a) of this Section 5.3 by a vote of fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repairs, maintenance, care and operational costs and other needs of the Association, the Board of Directors shall levy the Annual Assessments for each Unit at an amount not in excess of the maximum allowable by this Section 5.3.

Section 5.4 Special Assessment. In addition to the Annual Assessments or charges for the purposes described in Section 5.2 of this Article V and subject to approval by the affirmative vote of fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacement of any capital improvements, or for such other purpose as the Board of Directors of the Association may consider appropriate. No such Special Assessment, however, shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting. Any such Special Assessment shall be due and payable to the time and in the manner as approved by fifty-one (51%) percent of all the Members who are present and voting in person or by proxy at said meeting.

Section 5.5 Excess. Any year in which there is an excess of assessments received over moneys actually used for the purposes described herein, such excess may, at the discretion of the Board of Directors, be applied against and reduce the subsequent year's assessment or be refunded to the Members.

Section 5.6 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units; and all such assessments shall be collected on a quarterly basis, i.e., one-fourth (1/4th) of the total assessment on each Unit each quarter; provided, however, that the Board of Directors



may levy and collect assessments on a monthly, semi-annual or annual basis after approval of the same by resolution. Both Annual and Special Assessments shall be due and payable to the Association or its nominee on the 1st day of each quarter in equal quarterly installments unless otherwise provided as aforesaid.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment for each Member shall commence on the date set by the Members at the meeting establishing the Annual Assessment and shall constitute a lien on the date the Annual Assessment commences. Except as hereinabove provided, the quarterly installments of each such Annual Assessment for any Unit for any quarter after the first quarter shall become due and payable to the Association or its nominee and a lien on the first day of each successive quarter. Any Member may prepay one or more installments on any Annual Assessment or Special Assessment levied by the Association, without premium or penalty. Annual Assessments may also be paid by, for or on behalf of Unit Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Directors.

Section 5.8 Duties of the Board of Directors With Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Unit for each assessment period and prepare a roster of the Units and assessments applicable thereto.

(b) The Association shall notify the Owners in writing of the assessments.

(c) The Association shall enforce the payment of assessments in accordance with the provisions of Section 5.10 of this Article V.

(d) No Member of the Board or any Committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice, suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural or Environmental Control Committee or any other Committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 5.9 Equitable Adjustments - Supplementary Declarations of Covenants, Conditions and Restrictions.

In the event that any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions and requirements of Section 2.2. of Article II hereof provides that a greater or lesser level of services shall be provided by the Association with respect to the real property and the improvements thereon described in such Supplementary Declaration of Covenants, Conditions and Restrictions, then such Supplementary Declaration of Covenants, Conditions and Restrictions may provide for a different basis for the establishment of Annual and Special Assessments with respect to such real property and the improvements thereon and the Association, acting by and through its Committee, is hereby authorized and directed to make equitable adjustments in the procedures herein set forth for the establishment of Annual and Special Assessments to reflect the different level of services.

Section 5.10 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association, Maintenance and Enforcement of the Lien by the Declarant; Notice to Mortgagee.

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the Unit or Units of the non-paying Owner which shall bind such Unit or Units in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Member may waive, have waived, or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his Unit.

(b) If any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment may, upon resolution of the Board of Directors, bear interest from the due date at the rate of ten (10%) percent per annum, and may by resolution of the Board of Directors, subject to the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, and the Association may bring an action at law against the Member personally obligated to pay the same in order to enforce payment or foreclosure on the lien against the Unit or Units then belonging to said Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Missouri, containing a power of sale, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, and in either of which events there shall be added to the amount of such assessment the costs of preparing and filing the complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, all of which shall not be less than twenty (20%) percent of the sum claimed. Suit for a money judgment for unpaid assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. The lien against any Unit shall continue for a period of one (1) year from the date of delinquency and no longer unless suit shall have been filed. In the event suit is filed within one (1) year from the date of delinquency, the lien shall continue until the final adjudication of the suit, including appeals, if any, and until sale of the Unit under the execution of the judgment rendered.

(c) The Association shall, by its own action or upon request of the holders of the first or second mortgages or deeds of trust on any Unit or Units, notify the mortgagee of any Unit or Units for which any assessment levied pursuant to this Declaration becomes delinquent for a period of thirty (30) days or more, and in any other case where the Owner of such Unit or Units is in default with respect to the performance of any other obligation hereunder for a period of thirty (30) days or more, but any failure to give, or to request, such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article. The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to the mortgagee of record of the Unit or Units involved if such holder or holders have given the Association its or their address to which such notices are to be mailed.

(d) Upon default in the payment of any one or more quarterly installments of any assessment levied pursuant to this Declaration



tion, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

(e) In the event of dissolution of the Association, or if the Association fails or refuses to adequately maintain the appearance and condition of the Common Properties and all other common facilities situated upon the Common Properties, which it is obligated to maintain under the provisions hereof, the Declarant shall have the right but not the responsibility and may assume the duty of performing all such maintenance and obligations of the Association (i) at any time after such dissolution on giving written notice to the Owners, or (ii) at any time after the expiration of ten (10) days after receipt by the Association of written notice from the Declarant, setting forth in detail the nature and extent of such failure unless such failure shall have been remedied within said ten (10) day period. Pursuant to this end, the Declarant may collect the Annual Assessments as set by the Board of Directors from time to time in the manner hereinabove provided and the Special Assessments, if any, levied by the Association as provided for in Section 5.4 of this Article when the same shall become due and, if necessary, enforce the payment of delinquent assessments in the manner set forth in this Declaration. The power and authority herein granted to the Declarant shall cease to exist at such time as the Association shall deliver to the Declarant substantial evidence of its willingness and ability to resume maintenance of the Common Properties and of all other common areas and facilities situated upon the Common Properties.

Section 5.11 Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and Special Assessments for real estate taxes, on the Unit;

(b) The lien of the assessments or charges, regular and special provided for herein, shall be subordinate and inferior to the lien of any first or second mortgage or deed of trust now or hereafter placed upon any Unit subject to assessments or charges; provided, however, that such subordination shall apply only to the assessment or charge which becomes due and payable prior to the sale, decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust or deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Unit from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any said subsequent assessment or charge. Any mortgagee who comes into possession of any Unit pursuant to the remedies provided in the first and/or second mortgage or deed of trust or who acquires title of any Unit pursuant to foreclosure or deed (or assignments) in lieu of foreclosure, shall take title free of any claims for unpaid assessments or charges against the Unit which accrued prior to the date of said mortgagee comes into possession or title is acquired by said mortgagee except for claims from a pro-rata reallocation of such unpaid assessments or charges on all Units, including the Unit so possessed or acquired by the mortgagee.

No amendment to this Declaration shall affect the rights of the holder of any mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto as herein provided.

Section 5.12 Additional Default. Any recorded first or second mortgage secured by a Unit in the Properties shall provide that any default by the Member in any payment of any assessment or any installment thereof levied pursuant to this Declaration shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority of such mortgage and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 5.11 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 5.13 Definition. As used in this Declaration, the term "mortgage" shall include a first or second mortgage and a first or second deed of trust and the terms "holder" and "mortgagee" shall include the party secured by any first or second mortgage, first or second deed of trust or any beneficiary thereof.

Section 5.14 Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, no Unit held by the Declarant shall be subject to assessment (whether general or special) by the Association until all but the last four Units are sold or conveyed.

Section 5.15 Maintenance Agreement. The proper officers of the Association may enter into a maintenance agreement to provide for the maintenance which the Association is obligated to provide under this Declaration.

#### ARTICLE VI

##### INSURANCE

Section 6.1 Insurance to be Obtained and Maintained by the Association. The Association shall have the right and obligation to obtain and continually maintain property damage insurance, comprehensive public liability insurance and such other insurance as the Association shall determine from time to time to be necessary by the Association. All owners of units are responsible for insuring their dwellings.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Section 7.1 Architectural and Environmental Control Committee. Except for original construction and/or development by the Declarant, and except for any improvements to any Unit or to the Common Properties accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Properties, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, wall, aerials, antennas,

radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any improvements constructed upon any Unit or upon any of the Common Properties, or to remove or alter any windows or exterior doors of any Unit, or to make any change or alterations within any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement, until the complete plans and Specifications, showing the location, nature, shape, heights, material, color, type or construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

Section 7.2 Architectural and Environmental Control Committee - Operation. The Board of Directors shall appoint an Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 7.3 Approval, Etc. Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Architectural and Environmental Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. In the event construction is not commenced within six (6) months following the approval of said plans and specifications, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

Section 7.4 Rules and Regulation, Etc. If requested by the Owner the Architectural and Environmental Control Committee shall issue a certificate of compliance upon the completion of any construction or alterations or other improvements in accordance with the plans and specifications so approved. The Architectural and Environmental Control Committee may from time to time, adopt and promulgate such Rules and Regulations regarding the form and content of the plans and specifications. The decisions of the Architectural and Environmental Control Committee shall be final.



#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to the routine maintenance, repair and care of the Common Properties and other common facilities, the Association shall provide routine repair, maintenance and care (exclusive of repair of casualty damages and glass surfaces) of the exterior surfaces of each Unit. The Association shall also paint the exterior of the Units (base to top) and/or undertake the repair and replacement of any paved areas on the Common Properties. The frequency and times, and the material to be used in the performance of all maintenance to be performed by it shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. In the event that the need for maintenance or repair to any Unit is caused through the willful or negligent act or an Owner, his family, guests or invitees, the costs of such maintenance and repairs shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefor, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

#### ARTICLE IX

##### YARD MAINTENANCE

The Association shall provide routine maintenance in the care of all yards, lawns and other areas of the Properties, including the mowing and watering thereof. The frequency and times, and the quantity of water and labor to be used, shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. Each Owner shall, however, be responsible for the maintenance of plantings and the like belonging to him, and not part of the original landscaping of the Units. In the event that the need for additional or extra maintenance, mowing, water or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such additional maintenance, utilities or materials shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefor, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

#### ARTICLE X

##### USE RESTRICTIONS

Section 10.1 Prohibited Uses Nuisances. Except for the activities of the Declarant during original construction and/or development, or except with the prior written approval of the Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Unit or upon the Common Properties and all other common facilities:

(a) All buildings or structures on the Properties shall be of new construction. Each Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions and provisions hereof.

(b) No noxious or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance shall be removed forthwith. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other device, except such devices as may be used exclusively for security and fire purposes, shall be located,

installed, or maintained upon the exterior of any improvement located upon the Properties or the Common Properties.

(c) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Unit or within any such Unit, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or a nuisance to the neighborhood or other Owners. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Environmental Control Committee, shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance to other Owners and such determination shall be conclusive. Pets shall not be permitted upon the Common Properties unless accompanied by an Owner and unless they are carried or leashed. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or city ordinance. No dog run, dog house, kennel or other animal, domestic animal, or household pet pen, enclosure, housing or sheltering facility shall be constructed or maintained upon the Properties or Common Properties. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, wastes or trash of any other kind shall be permitted on or in any Unit or the Common Properties.

(e) Except as approved by the Association, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and other common facilities) shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may provide and maintain a suitable area designated for the parking of such vehicles or the like. No inoperable vehicle of any kind nor any vehicle without current safety inspection or license tags may be kept on any Unit, yard, driveway or streets in front of any Unit at any time.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept and maintained upon any Unit. Garbage, trash and other refuse shall be placed in covered containers.

(g) No Unit shall be divided or subdivided without the prior written approval of the Association. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any public utility or other public body or authority.

(h) Except for hoses and the like which are reasonably necessary in connection with normal lawn or plant maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Unit above the surface of the ground or beyond the exterior of such Unit.

(i) No natural landscaping, or landscaping provided as part of the original development or subsequently by Declarant or



the Association, shall be removed from any Unit or the Properties without written approval of the Association acting through the Architectural and Environmental Control Committee.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, staple, outdoor clothes dryer, playhouse, shed or other buildings or structure shall be erected, used or maintained on, around or about any Unit at any time.

(k) Except for entrance signs, directional signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon, in or about any Unit, including without limitation window signs. No awnings, canopy or shutter shall be affixed to or placed upon any exterior wall or roof of an Unit.

(l) No structure, planting or other materials shall be placed or permitted to remain on or about any Unit which may damage or interfere with any easement for the installment or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(n) All fixtures and equipment installed within an Unit shall be maintained and kept in repair by the Owner thereof. Any Owner shall do no act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect one or more of the other Units or their Owners.

(o) No vehicle shall be parked on driveways so as to obstruct ingress and egress by Owners of Units, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for as brief a period of time as reasonably possible.

(p) Units may be leased or rented and any such leasing or tenancy agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association and all rules promulgated by the Association and shall provide that any failure by such tenant to observe and comply with the terms of such document shall be default under such leasing or tenancy agreement. Any such tenant under a lease or tenancy agreement not so approved by the Board of Directors shall be deemed to be detaining the premises unlawfully, and shall be subject to suit by the Association in the name of Owner for unlawful detainer, eviction, possession or other such actions as may be available from time to time.

(q) No antennas, aerials, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon the exterior of any Unit or building.

Section 10.2 Residential Use. All Units shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Unit or the Common Properties for promotional or display purposes, as a sales office, or as "Model Apartment" or for other purposes related to the construction and development of "The Hamptons".

Section 10.3 Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article X or in Article VII, Article VIII, and Article IX hereof shall occur or be maintained upon any Unit, or in the event of any other conduct in violation of any of the provisions and requirements of this Article X or of Article VII, Article VIII, and Article IX hereof, as the case may be, then the same shall be considered to have been undertaken in violation of this Article XI or of Article VII, Article VIII, and Article IX hereof, as the case may be, and without the approval of the Association, its Board of Directors or the Architectural and Environmental Control Committee required herein, and upon written notice either from the Association, its Board of Directors, or the Architectural and Environmental Control Committee, as the case may be, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner or tenant of the Unit upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Unit owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or the Architectural and Environmental Control Committee) to enter upon such Unit and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the costs thereof may be assessed against the Unit upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien upon such Unit and a binding personal obligation of the Owner of such Unit, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether violations of the provisions of this Article XI or any of the other provisions or requirements of this Declaration, exist on or in such Unit; and neither the Association nor any such Agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Association, and the Association may avail itself of any other remedy at law or in equity as may be available from time to time.

Section 10.4 House Rules, etc. There shall be no violation of any rules for the use of the Common Properties and other common facilities or "House Rules" or other complex rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 10.5. All owners of Units are restricted from performing yard maintenance of any kind from a point 30 feet distant from the back wall of the Unit to the back lot line. Said area shall be left in its natural condition and any maintenance to be performed thereto must first be approved by the Association.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 11.1 Duration. Unless amended in accordance with the provisions of this Article and the other requirements of this

Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the The Hamptons Property Owners Association, or the Owners of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time the said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Units has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions, or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided, further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 11.2 Amendment by Declarant. Until such time as the first Apartment Unit is sold by Declarant, Declarant, at their sole discretion, may abolish said Covenants, Conditions and Restrictions or change them in whole or in part.

Section 11.3 Amendment by Owners. Except as provided in this Article and in Section 11.1 and Section 11.2, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and or changed in whole or in part, only with the consent of fifty-one percent (51%) of the then Members of the Association evidenced by a document in writing bearing each of their signatures.

Section 11.4 Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of The Hamptons. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against person or persons violating or attempting to violate any Covenant, Condition or Restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner of any Unit to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association or by the Owner or Owners of any Unit. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants, Conditions or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 11.5 Limitations of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Annual Assessment funds or for the injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and other common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Properties or other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties and other common facilities or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.



Section 11.6 Rights of Mortgagees. The holders of the first and second mortgages or deeds of trust of record on any Unit on Units may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and the holders of the first and second mortgages or deeds of trust of record on any Unit or Units making such payments shall be owed immediate reimbursement therefor from the Association. Anything herein to the contrary notwithstanding, no provision of this Declaration or of any similar instrument pertaining to or to the Units in The Hamptons shall give an Unit Owner or any other party priority over any rights of holders of first and second mortgages or deeds of trust of record on Units pursuant to their mortgages or deeds of trust in the case of a distribution to Unit Owners of casualty loss insurance proceeds or condemnation awards for losses to or a taking of Common Properties or Apartment Units. The holders of all such first and second mortgages or deeds of trust of record jointly and severally shall have the right to inspect the books and records of the Association at anytime during normal business hours.

Section 11.7 Voting. Whenever in this Declaration any action is required to be taken by a specified percentage of the then Members of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association present and voting, in person or by proxy.

Section 11.8 Successors of Declarant. Any and all rights, reservations, interests, privileges and/or powers of the Declarant hereunder may be assigned and transferred by the Declarant, with or without notice to the Association.

Section 11.9 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Apartment Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the Covenants, Conditions and Restrictions set forth in this Declaration; the failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the Covenants, Conditions and Restrictions set forth in this Declaration or against such sold or otherwise transferred Unit.

Section 11.10 Notification of Sale. Concurrently with the consummation of the sale of any Unit or undivided interest in the Common Properties or Properties under circumstances whereby the transferee becomes an Owner thereof or within five (5) business days thereafter, the transferee shall notify the Association in writing of such sale. Such notification shall set forth, (i) the name of the transferee and his transferrer, (ii) the street address of the Unit purchased by the transferee (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association, its Board of Directors or the Architectural and Environmental Control Committee shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

Section 11.11 Notification as to Mortgagees. Each Owner shall notify the Association of the name and address of the mortgagee of such Owner's Unit and undivided interest in the Common Properties and Properties. Each Owner shall likewise notify the Association as to the release or discharge of such mortgages. In addition the mortgagee of a Unit and Properties may notify the Association of such mortgagee's identity and address and a description of the Unit which such mortgagee's mortgage encumbers. The Association shall provide such mortgagees as to which it receives notice pursuant to the provisions hereof with written notification as follows:

(a) Written notification of at least ninety (90) days prior to the abandonment or termination of the Declaration or the Association;

(b) Written notification of at least thirty (30) days prior to the effective date of any material amendment to any of the substantive provisions of the Declaration; and

(c) Timely written notice of any condemnation or eminent domain proceeding affecting any Unit and undivided interest in the Common Properties and Properties or any part thereof.

Section 11.12 Definition. As used in this Article, the term "Mortgagee" shall mean any first and second mortgagee or holder of a first deed of trust lien on a Unit subject to this Declaration and shall not be limited to the institutional mortgagees, and the term "Mortgage" shall include a deed of trust. As used generally in this Declaration, the term "Institutional Holder" or "Institutional Mortgagee" shall include banks, trust companies, insurance companies, credit unions, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Declarant, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 11.13 Articles of Incorporation and By-Laws. The Association may enact Articles of Incorporation and By-Laws relating to provisions applicable to notice and voting requirements for all actions to be taken by the Association. In any event, if any provision set forth in this Declaration applicable to notice and voting requirements are in conflict with any provisions of Missouri Law applicable to notices and voting requirements on the date of this Declaration, or at anytime after said date, the applicable provisions of Missouri Law shall control.

Section 11.14 Personal Liability. No member of the Board of any committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any owner, or to any party, including Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Association, the Declarant, or the Architectural and Environmental Control Committee, or any other committee, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 11.15 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any of the Common Properties or other common facilities by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Properties and other common facilities.

Section 11.16 Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11.17 Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid, addressed to the Owner at the street address assigned to his Unit by the governing body of the City of Platte City, Missouri, or its delegate or addressed to Declarant at Box 1093, 301 Marshall Road, Platte City, Missouri 64079, (or at such



other address as Declarant may designate from time to time to the Owners), provided, however, said notice may be delivered by any other means.

Section 11.18 Severability. Invalidation of any one or more of these Covenants, Conditions or Restrictions by judgment, decree or Court order shall in no wise affect any other provisions hereof, each of which shall remain in full force and effect.

Section 11.19 Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in anyway to limit or enlarge the terms and provisions of this Declaration.

Section 11.20. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at anytime and from time to time (i) to comply with the requirements with the Federal National Mortgage Association, The Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, The Department of Housing and Urban Development, The Federal Housing Association, The Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first or second mortgages covering Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting an Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first or second mortgage upon an Apartment Unit or any warranties made by an Owner in order to induce any of the above agencies or entitled to make, purchase, insure or guarantee the first or second mortgage on such Owner's Apartment Unit.

IN WITNESS WHEREOF, the Declarant herein has caused this Declaration to be executed in their name and on their behalf as of JULY 26, 1985.

PLATTE CITY DEVELOPMENT, A  
Partnership

GARY MARTIN

KENNETH D. MARTIN

JERRY M. MARTIN

WAYNE E. DAVIS

LLOYD ROFMASTER

BILL MAPLES

MARVIN MAPLES

DECLARANT

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 26<sup>th</sup> day of JULY, 1985, before me,  
a Notary Public, personally appeared GARY MARTIN, KENNETH D.  
MARTIN and JERRY M. MARTIN to me known to be the persons  
described in and who executed the foregoing instrument, and  
acknowledged that they executed said Declaration of Covenants,  
Conditions and Restrictions as their free act and deed.

Subscribed and sworn to before me this 26<sup>th</sup> day of  
JULY, 1985.

  
NOTARY PUBLIC

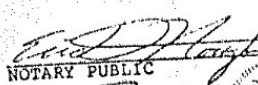
My Commission Expires:

ERIC D. MOUGH  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 26<sup>th</sup> day of JULY, 1985, before me,  
a Notary Public, personally appeared WAYNE E. DAVIS, to me known  
to be the person described in and who executed the foregoing  
instrument, and acknowledged that he executed said Declaration of  
Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 26<sup>th</sup> day of  
JULY, 1985.

  
NOTARY PUBLIC

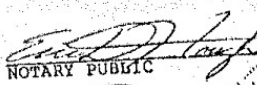
My Commission Expires:

ERIC D. MOUGH  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 26<sup>th</sup> day of JULY, 1985, before me,  
a Notary Public, personally appeared LLOYD HOFMASTER to me known  
to be the person described in and who executed the foregoing  
instrument, and acknowledged that he executed said Declaration of  
Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 26<sup>th</sup> day of  
JULY, 1985.

  
NOTARY PUBLIC

My Commission Expires:

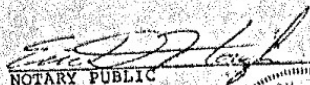
ERIC D. MOUGH  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 26<sup>th</sup> day of JULY, 1985, before me,  
a Notary Public, personally appeared BILL MAPLES to me known to  
be the person described in and who executed the foregoing

instrument, and acknowledged that he executed said Declaration of Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 26<sup>th</sup> day of JULY, 1985.

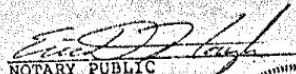
  
NOTARY PUBLIC

My Commission Expires: APR. 17, 1989  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
STATE OF MISSOURI )  
SS. )  
COUNTY OF PLATTE )  
BY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.



On this 26<sup>th</sup> day of JULY, 1985, before me, a Notary Public, personally appeared MARVIN MAPLES, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed said Declaration of Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 26<sup>th</sup> day of JULY, 1985.

  
NOTARY PUBLIC

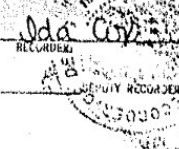
My Commission Expires: APR. 17, 1989  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
BY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.



017484

COUNTY OF PLATTE STATE OF MO.

FILED FOR RECORD ON THE 27<sup>th</sup> DAY OF JULY A.D. 1985 AT  
1 O'CLOCK 55 MINUTES P. M.  
AND FILED IN BOOK 633 PAGE 950



BOOK 173 PAGE 900

PLATTE COUNTY  
TITLE & ABSTRACT COMPANY  
251 MAIN STREET P.O. BOX 798  
PLATTE CITY, MO 64072

AFFADAVIT

021290

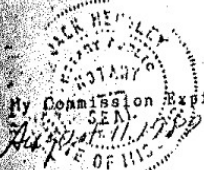
STATE OF MISSOURI S.S.  
COUNTY OF PLATTE

Comes now the undersigned Larry L. Dement, Land Surveyor, author of the Plat of THE HAMPTON a subdivision in Platte County, Missouri, on Record at the Office of the Recorder of Deeds 1 Platte County, and for the purposes of correcting said plat, states that the following errors and omissions were made, along with the corrections necessary thereby.

LOCATION	PLATTED	CORRECTION
North line of Lot 1, Block 5	65.00	52.00
West line of Lot 1, Block 5,	116.89	173.05
South line of Lot 1, Block 5,	151.72	177.23
West line of Lot 2, Block 5	108.36	108.36
South line of Lot 2, Block 5	125.00	112.00
West line of Lot 3, Block 5,	65.00	65.00
South line of Lot 3, Block 5	125.00	112.00
South line of Lot 4, Block 5,	125.00	112.00
South line of Lot 5, Block 5	125.00	112.00
West line of Lot 6, Block 5,	76.85	75.71
South line of Lot 6, Block 5,	127.35	114.31
West line of Lot 7, Block 5	79.59	77.92
South line of Lot 7, Block 5,	139.27	125.98
South line of Lot 8, Block 5,	162.15	148.37
West line of Lot 8, Block 5,	83.92	82.16
West line of Common Area	47.70	55.36
South line of Common Area	176.18	162.92
West line of Lot 9, Block 5,	60.10	61.94
South line of Lot 9, Block 5	156.62	142.86
South line of Lot 10, Block 5,	132.94	119.54
West line of Lot 10, Block 5,	75.93	74.67
West line of Lot 11, Block 5,	65.54	61.91
West line of Lot 11, Block 5,	32.85	32.28
South line of Lot 11, Block 5,	122.52	112.49
West line of Lot 12, Block 5	100.58	100.83
South line of Lot 12, Block 5,	140.40	139.55
West line of Lot 13, Block 5,	8.48	8.60

*Larry L. Dement*  
LARRY L. DEMENT L.S. 1863

On this 26th day of November, 1985, before me appeared Larry L. Dement, to me personally known, and he executed the foregoing instrument as his free act and deed.



NOTARY PUBLIC -  
COUNTY OF PLATTE STATE OF MO. Jack Hensley

FILED FOR RECORD ON THE 30th DAY OF  
November 1985 AT  
11 O'CLOCK MINUTES A.M.  
AND FILED IN BOOK 678 PAGE 69

*John Cox*  
RECORDER

BY *Beverly Burnett* DEPUTY RECORDER

BOOK 678 page 69



032032

THE HAMPTONS CONDOMINIUM MAINTENANCE AGREEMENT

This Agreement, made and entered into this 15 day of FEBRUARY, 1986, by and between The Hamptons Condominium Property Owners Association, a Not-For-Profit Corporation organized under the laws of the State of Missouri, party of the first part and sometimes hereinafter referred to as "Association", and The Martins Quality Construction, Inc., a corporation organized under the laws of the State of Missouri, hereinafter referred to as party of the second part, and sometimes hereinafter referred to as "Maintenance Company".

WITNESSETH:

WHEREAS, the Association is a not-for-profit corporation made up of owners of units of The Hamptons Condominium; and

WHEREAS, the Association is required by the Declaration for the Hamptons Condominium to enter into an agreement to provide for the maintenance of the affairs of the Association and for the operation and/or care and maintenance of the common properties; and

WHEREAS, the appropriate Association officers have the authority to execute this agreement on behalf of the Association; and

WHEREAS, the owners of units of The Hamptons Condominium have, by their acceptance of deeds therein, agreed to be bound by the Declaration for said Hamptons Condominium by and through an Association; and

WHEREAS, the Association desires the efficient and economical operation and maintenance of The Hamptons

*Attorneys for*  
CLEVENGER FICKLE  
& MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 1148  
PLATTE CITY MO 64079

431-2117 OR 891-0674  
WM DICK FICKLE  
MICHAEL V. GINNESS  
MARK A. HUBBARD

BOOK 10 PAGE 623

condominiums and desires to reduce said Agreement with the Maintenance Company to writing.

NOW THEREFORE in consideration of the fees to be received by the Maintenance Company and the benefits to be received by the Association and of the promises and mutual covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The Martins Quality Construction, Inc. agrees to act as the Maintenance Company for The Hamptons condominiums, for the period from the 1<sup>st</sup> day of FEBRUARY, 1986 to and including the 31<sup>st</sup> day of JANUARY, 1987, and from year to year thereafter, for an aggregate period of five (5) years, provided, however, that either the Association or the Maintenance Company may terminate this agreement as follows:

The Maintenance Company may terminate this Agreement by giving the Association sixty (60) days written notice to terminate this Agreement and the Association may terminate the Agreement upon a vote of a majority of the members of the Association and after giving the Maintenance Company sixty (60) days written notice of the decision to terminate this Agreement.

2. During the term of this Agreement, Maintenance Company agrees to perform the duties of maintaining the grounds and improvements located on The Hamptons condominiums as required by this Agreement and to furnish satisfactory services for the maintenance of the complex.

3. The Maintenance Company may hire, employ, supervise and discharge any workmen or employees necessary to or useful in and about the complex to carry out the powers and duties of the Maintenance Company herein contained.

*In Witness Whereof*  
LEVENGER, FICKLE  
& MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 1166  
PLATTE CITY, MO. 64601

431-2117 OR 891-0624  
WM. DICK FICKLE  
MICHAEL MCGINNESS  
MARK A. HUBBARD

4. Subject to conditions or limitations set forth herein and in the Declaration for The Hamptons Condominium, and to the requirements of any law or administrative enactment, the Maintenance Company shall maintain the property, both private and the common areas as follows:

a. Mow the common grassy areas at such intervals as may be necessary.

b. Provide snow removal services for all driveways and front walks.

c. Trim trees and plants as necessary.

d. Provide labor for the painting of the exterior of the condominium units, provided, however, The Maintenance Company shall not be obligated to provide said labor to paint said condominiums for a period of three (3) years from the date of the execution of this agreement, and thereafter, The Maintenance Company will provide said labor as determined by the Board of Directors of the Association. The owner of particular unit shall furnish any and all paints, stains and materials necessary and shall bear the costs of repairs needed prior to said painting or staining. Prior to the commencement of painting, the Maintenance Company shall have the opportunity to inspect and approve the surface to be painted and to refuse to provide said labor in the event that the proper repairs or preparation is not suitable.

5. The Association shall assess each owner of a unit the sum of One Hundred Fifty Dollars (\$150.00) per quarter as and for the maintenance which the Association is obligated to

*Two Officers of*  
VENGER, PICKLE  
I MCGINNESS  
4 MARSHALL ROAD  
P.O. BOX 1148  
THE CITY, MD 21202

1-2117 OR 801-0624  
M. DICK PICKLE  
HAEL MCGINNESS  
RK A. HUBBARD

provide pursuant to the Declaration and this agreement and said sum shall be paid to the Maintenance Company quarterly ten (10) days in advance of the beginning of the quarter.

6. The terms of this agreement shall extend to and are binding upon the parties hereto and their respective heirs, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement the day and year first above written.

THE HAMPTONS CONDOMINIUM  
PROPERTY OWNERS ASSOCIATION

By: Kenneth D. Martin  
PRESIDENT

ATTEST:

[Signature]  
SECRETARY

Party of the First Part

THE MARTINS QUALITY  
CONSTRUCTION, INC.

By: Kenneth D. Martin  
PRESIDENT

ATTEST:

[Signature]  
SECRETARY

Party of the Second Part

*Law Office of*  
LEVENGER, FICKLE  
& MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 1149  
LITTLE ROCK, AR 72202

1312 17 ON 691-0624  
WM DICK FICKLE  
CHAELE MCGINNESS  
MARK A. HUBBARD

-4-

BOOK 690 PAGE 623



032032

County of Platte  
State of Missouri

On this 1<sup>st</sup> day of FEBRUARY, 1986, before me appeared Kenneth D. Martin, and Gary Martin, President and Secretary, respectively, of The Hamptons Condominium Property Owners Association and of The Martins Quality Construction, Inc. and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in PLATTE CITY, Mo. the day and year above written.

My term expires: \_\_\_\_\_  
ERIC B. NOVEN  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1990  
ISSUED THRU MISSOURI NOTARY ASSOC.

Notary Public

STATE OF MISSOURI  
COUNTY OF PLATTE

1985 SEP 30 AM 11:29

RECORDED 690-623  
PLATTE COUNTY RECORDER

Beverly Burnett  
Deputy

BOOK 690 PAGE 623

032033

BY-LAWS OF THE HAMPTONS CONDOMINIUM  
PROPERTY OWNERS ASSOCIATION

ARTICLE I  
OFFICES

The principal office of the corporation shall be located at 301 Marshall Road, Platte City, Missouri.

ARTICLE II  
MEMBERSHIP

Section 1: Requirements for Membership: Every person or entity who is a record owner of a fee or an undivided fee-interest in one or more units located on the property known as The Hamptons Condominium in Platte City, Missouri.

Section 2: Voting Rights: Members shall be entitled to one (1) vote for each unit in which they hold the interest required for membership by this article. The membership shall extend to the record owner of the real estate on which the multi-family dwellings are to be constructed so that the owner of the real estate on which the condominiums are to be built presently as forty-eight (48) votes which will be diminished with the sale of each unit. When more than one person holds such interest in any Unit, all such persons shall be Members and the vote for such Apartment Unit shall be exercised as they, among themselves, determine; but in no event shall more than one vote be cast with respect to any one Unit. If any owner or owners cast a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same Unit. In the event more than one (1) vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

Section 3: Termination of Membership: Membership in the corporation shall terminate when the member no longer is the record owner of a Unit.

ARTICLE III  
MEETINGS OF THE MEMBERS

Section 1: When and Where Held: All meetings of the members shall be held at 301 Marshall Road, Platte City, Missouri, or at such place or places as may be designated from time to time by resolution of the members or by resolution of the Board of Directors.

Section 2: Annual Meetings: Annual meetings of the members shall be held on the 2nd Tuesday of JANUARY of each year at the hour of 2:00 p.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual

meeting is a legal holiday in the State of Missouri, such meeting shall be held on the next succeeding business day. If the election of Directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall call the election to be held at a special meeting of the members as soon thereafter as is convenient.

Section 3: Special Meetings: Special meetings of the members may be called by the President, the Board of Directors or not less than fifty percent (50%) of the members having voting rights. The special meetings of the members shall be held at 301 Marshall Road, Platte City, Missouri, or at such place or places as may be designated from time to time in the notice of the meeting.

Section 4: Notice of Meetings: Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 5: Quorum: Members holding fifty percent (50%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting.

Section 6: Voting by Mail: Where directors or officers are to be elected by the members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 7: Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member or his duly authorized attorney in fact. No proxy shall be valid after thirty (30) days from the date of its execution.

Section 8: Vote Necessary for Action: The vote of a majority of the votes entitled to be cast by the members present at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

#### ARTICLE IV POWERS OF CORPORATION

Section 1: General Powers: The corporation shall have all powers granted and conferred to Not-For-Profit Corporations under the provisions of the General Not-For-Profit Corporation Law, presently Chapter 353 of the Revised Statutes of Missouri.

Section 2: Specific Powers: The corporation shall have the powers and authority granted and delegated to it under the Declaration of The Hamptons Condominium, the Articles of Incorporation, these By-Laws and as set forth in RSMo. Chapter 448. All powers and authority granted and delegated to the corporation under the Declaration, the Articles of Incorporation, these By-Laws and the Revised Statutes of Missouri are incorporated herein by reference as though more fully set forth herein.

Section 3: Rules and Regulations: The corporation by and through its Board of Directors is authorized and shall be empowered to promulgate, adopt and enforce such rules and regulations necessary from time to time for architectural control within The Hamptons Condominium, in connection with the common properties and facilities owned by the association and the use restrictions contained in the Declaration, Articles of Incorporation, By-Laws, and Missouri Statutes.

Section 4: In addition to all the powers enumerated heretofore, the corporation shall specifically have power to assess quarterly assessments and special assessments for the purposes as set forth below.

#### ARTICLE V BOARD OF DIRECTORS

Section 1: General Powers: The affairs of the corporation shall be managed by the Board of Directors. Directors need not be residents of the State of Missouri but must be members of the corporation.

Section 2: Number, Tenure and Qualifications: The number of Directors for the corporation shall be three (3). The Directors, constituting the first Board of Directors shall hold office until JANUARY, 1987. Thereafter, a new Board of Directors shall serve as Directors of the corporation until the annual meeting of the members in 1988. At the annual membership meeting in 1987, a new Board of Directors shall be elected and shall hold office for a term of one (1) year. The Directors shall serve until their successors are elected and qualified.

Section 3: Election: The Directors of the corporation shall be elected by the members at the annual membership meeting, except as specified in Section 2 hereinabove. Voting shall be by written ballot or by roll call vote.

Section 4: Regular Meetings: The Board of Directors may provide by resolution the time and place for holding regular meetings without any other notice than such resolution and said regular meetings shall be held at 301 Marshall Road, Platte City, Missouri, in the absence of any other designation in the



resolution. Meetings shall be held at least once per quarter in order to review the collection of all assessments.

Section 5: Special Meetings: Special meetings of the Board of Directors may be called by or at the request of any two (2) Directors and shall be held at 301 Marshall Road, Platte City, Missouri, or at such other place as the Directors may determine.

Section 6: Notice: Notice of any special meeting of the Board of Directors shall be given at least 72 hours previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed with postage thereon prepaid. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7: Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8: Vacancies: Any vacancies occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office. If a Director ceased to own a Unit said Director shall immediately resign.

#### ARTICLE VI OFFICERS

Section 1: Officers: The officers of the corporation shall consist of a President, Vice President, and a Secretary/Treasurer. The first officers of the corporation shall be elected by the initial Board of Directors at the first meeting of the Board of Directors. The first officers of the corporation shall serve in such capacity until JANUARY, 1987. The officers of the corporation shall be elected by the Board of Directors for the period of (ONE) TERM, 1986, until the annual Directors meeting in 1987, as follows:

President	- GARY MARTIN
Vice President	- ERIC HOGST
Secretary	- KENNETH MARTIN
Treasurer	- JERRY MARTIN

The officers named hereinabove shall rotate according to alphabetical order so that at the annual meeting of the Board of

BOOK 691 PAGE 624

Directors in 1987, the Treasurer shall move up to Secretary and the Secretary shall move up to Vice President and the Vice President shall move up to President and the President shall move to Treasurer. The officers shall rotate in this manner each year thereafter. In the event more than one person owns a building, the owners of said building shall, between or among themselves, choose and designate one of the said owners to serve as the officer from said building.

Section 2: President: The President shall be the chief executive officer of the corporation. He shall preside at all meetings of members and Directors of the corporation. He shall have general and active management of the business and of the activities of the corporation. He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject, however, to the right of the Directors to delegate any specific power except as may be by statute exclusively conferred upon the President, to any other officer or officers of the corporation. The President shall execute deeds, bonds, mortgages, and other instruments requiring a signature or the seal of the corporation.

Section 3: Vice President: The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and be subject to all the restrictions imposed upon him in such other duties as the Board of Directors may from time to time prescribe.

Section 4: Secretary: The Secretary shall attend all sessions of the Board of Directors, all meetings of the members and keep a correct record of all such meetings in a book to be kept for that purpose. He shall keep a record of the members of the corporation and records of incorporation. He shall affix the corporate seal to any instrument requiring the same and when authorized by the Board of directors he shall perform such duties as may be prescribed by the President or the Board of Directors.

Section 5: Treasurer: The Treasurer shall attend all sessions of the Board of Directors and all meetings of the members. He shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. He shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of the financial condition of the corporation. He shall give the corporation a bond if required by the Board of Directors in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, money, and

other property of whatever kind in his possession or under his control belonging to the corporation.

Section 6: Election: The officers of the corporation shall be elected by the Directors at the annual meeting of the Board of Directors, except as specified in Section 1 hereinabove. Voting shall be by written ballot or by roll call vote.

Section 7: Vacancies: Any vacancies occurring in any office of the corporation shall be filled by the Board of Directors. An officer appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office. Any officer who ceases to own a Unit shall immediately resign.

#### ARTICLE VII COMMITTEES

Section 1: Standing Committee: The Board of Directors shall appoint an Architectural and Environmental Control Committee which shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Corporation and such persons shall serve at the pleasure of the Board of Directors.

The Architectural and Environmental Control Committee shall act in accordance with the provisions contained in Article VIII of the Declaration of Covenants, Conditions and Restrictions of The Hamptons Condominium.

Section 2: Special Committees: Special committees may be established from time to time by action of the Board of Directors for such periods of time as the Board of Directors deems necessary and appropriate. The Board of Directors shall define the duties of each special committee at the time such committee is established.

#### ARTICLE VIII LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 1: Corporate Debts: The Directors of the corporation and the members of the corporation shall not individually or personally be liable for the debts, liabilities or obligations of the corporation.

Section 2: Damage or Loss: No member of the Board of Directors or any officer of the corporation or any member of any committee of the corporation shall be personally liable to any member of the corporation or to any other party, including the corporation, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of the corporation, the Board or any other representative or employee of the corporation, or the Architectural and Environmental Control Committee, or any other committee or any officer of the corporation, provided that such person has, upon

the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 3: Indemnification:

(i) The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(ii) The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the Court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

(iii) To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or



otherwise in defense of any action, suit or proceeding referred to in subsection (i) and (ii) of this section, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the action, suit or proceeding.

(iv) Any indemnification under subsection (i) and (ii) of this section, unless ordered by a Court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this section. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding, or if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or by the members.

(v) Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of the action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this section.

(vi) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Laws, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(vii) This corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this section.

ARTICLE XIV  
GENERAL

Section 1: Delegation of Duties of Officers: In case of the absence of any officer of the corporation or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any director for the time being, provided a majority of the entire Board concurs therein.

Section 2: Checks: All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of directors may from time to time designate. Said officers shall give the corporation a bond, if required by the Board of Directors, in the sum and with one or more sureties sufficient to the Board for the faithful performance of their duties.

Section 3: Obligations: The obligations of the corporation shall be signed with the name of the corporation by the officer or officers executing the same. No officer shall have the power to bind the corporation except as herein provided, or as may be authorized by the Board of Directors.

Section 4: Waiver of Notice: Whenever any notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X  
AMENDMENTS

Section 1: Rules and Regulations: Amendments to any rules and regulations promulgated and adopted by the corporation shall be proposed in writing at a meeting of the Board of Directors. Notice will then be sent to all members of the changes proposed in the rules and regulations together with a statement of the time and place of the next regular meeting of the Board of Directors. The proposed change or changes in the rules and regulations may be voted upon by the Board of Directors at the next regular meeting of the Board of Directors and if approved by the Board at the meeting, thereupon such changes shall become effective.

Section 2: Amendments: These By-Laws may be amended by a majority vote of a quorum of the Board of Directors at any regular or special meeting of the Board.

ARTICLE XI  
SEAL

The seal of the corporation shall be in the form of a circle and shall bear the name of the corporation.

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032033

ARTICLE XII  
FISCAL YEAR

The fiscal year of the corporation shall be determined by the first Board of Directors of the corporation.

The above By-Laws were enacted at the first meeting of the Board of Directors of The Hamptons Condominium held on the 1st day of February, 1986.

THE HAMPTONS CONDOMINIUM

By:

GARY MARTIN

JERRY M. MARTIN

KENNETH D. MARTIN

County of Platte  
State of Missouri

On this 1st day of February, 1986, before me appeared Gary Martin, Kenneth D. Martin, and Jerry M. Martin, members of the Board of Directors of The Hamptons Condominium, and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in PLATE CITY, Mo., the day and year last above written.

My term expires: \_\_\_\_\_

Notary Public

ERIC D. WONG  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI  
COUNTY OF PLATTE  
RECEIVED

1986 SEP 30 AM 11:31

RECORDED  
PLATTE COUNTY RECORDER

Beverly Burnett  
Deputy

690 PAGE 624

032082

THE HAMPTONS CONDOMINIUM  
AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of August 21,  
1986, by PLATTE CITY DEVELOPMENT, a partnership, (hereinafter  
called "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to develop thereon single family residential units with permanent common areas and facilities for the benefit of said development and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the real property described in Article II and for the maintenance of the properties and improvements thereon, and to this end, desires to subject the real property, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values in said development to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and facilities, maintaining certain parts of the residential properties located in the development, administering and enforcing the within Covenants, Conditions and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will hereafter promptly cause to be incorporated under the laws of the State of Missouri, as a Not-For-Profit Corporation without capital stock, The Hamptons Condominium Property Owners Association for the purposes of carrying out the powers and duties aforesaid, as hereinafter more fully set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (sometimes called "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by Declarant, their successors and assigns, and any person acquiring or owning an interest in said real property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation:

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:



(a) "Association" shall mean and refer to the The Hamptons Condominium Property Owners Association, a Missouri Not-For-Profit Corporation and its successors and assigns.

(b) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(d) "Common Properties" shall mean and refer to those areas of land designated as Common Areas or Facilities on the recorded survey of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, or subject to the control thereof, together with any and all such improvements that are now or may hereafter be constructed thereon. In this Declaration Common Properties shall include, without limitation the following:

(i) All real estate owned in fee simple by the Association evidenced by warranty deed or deeds from the Declarant to the Association, recorded in the Office of the Recorder of Deeds of Platte County, Missouri, including the ground upon which the Apartment Units and Buildings are located.

(ii) All structures, trees, landscaping, lighting equipment, decorative equipment and other improvements located upon real estate owned by the Association.

(iii) All paved private drives, streets, and open parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.

(iv) All installments of central services for the benefit of more than one owner such as television antennae, trash receptacles, pipes, wires, conduits, sewers, waterlines and other public utility lines and facilities situated thereon.

(v) All easements, rights and appurtenances belonging thereto, necessary to the existence, maintenance and safety of the property and improvements constructed thereon.

(vi) All personal property owned by the Association intended for use in connection with the operation of structures and other facilities of the Association.

(e) "Unit" shall mean a single dwelling located upon a lot or lots within the properties. The Owner of the respective Units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective Unit nor shall said Owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Units which are utilized for or serve more than one Unit. Said Owner, however, shall be deemed to own the walls and partition which are contained in said Owner's respective Unit, and also shall be deemed to own the inter-decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties but, notwithstanding any applicable theory of mortgages, deeds of trust or other security devices, shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to power of sale, foreclosure or any proceeding in lieu thereof.

(g) "Member" shall mean and refer to each Owner as provided herein in Article III.

(h) "Declarant" shall mean and refer to PLATTE CITY DEVELOPMENT, a partnership, its successors and assigns, if such successors and assigns should acquire any portion of the Properties from Declarant with the purpose of development and are designated by the aforesaid individuals as the Declarant, for the purposes hereof, by a duly recorded instrument.

(i) "Existing Property" shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.1 of Article II.

(j) "Mortgagee" shall mean and refer to the holder of a first or second deed of trust, mortgage or other equivalent lien on a Unit.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as "Existing Property" is located in Platte City, Platte County, Missouri, and is more particularly described in Exhibit "A" which is attached hereto and made a part hereof as though more fully set forth herein.

The Hamptons, an addition of land in Platte County, Platte City, Missouri, according to the recorded plat thereof.

Section 2.2 Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Qualification. Every person or entity who is a record Owner of a fee or undivided fee interest in one or more Units on the Properties subject to the Covenants, Conditions and Restrictions established by this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Unit which is subject to the Covenants, Conditions and Restrictions established by this Declaration. Record ownership of such Unit shall be the sole qualification for membership. Members shall be entitled to one vote for each Unit in which they hold the interest required for membership by this Article whether or not the dwelling unit has been constructed. Voting rights are determined by the number of units designed to be built on each parcel. When more than one person holds such interest in any Unit, all such persons shall be Members and the vote for such Unit shall be exercised as they, among themselves, determine; but in no event shall more than one vote be cast with respect to any one Unit. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Unit. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

Section 3.2 Voting Classes. The Association shall have two (2) classes of voting membership:

A. Class A members shall be all owners, with the exception of the declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

B. Class B members shall be the declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

2. On the 31st day of December 1987.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article IV, every Member shall have a non-exclusive and non-severable right and easement of enjoyment in and to the Common Properties in common with all Owners, and such easement shall be appurtenant to and shall pass with the title to every Unit, and may not be severed therefrom. Such rights and easement shall be for the use of the Common Properties in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights and easements of other Owners.

Section 4.2 Title to the Common Properties. The Declarant may retain the fee simple title to the Common Properties until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey fee simple title to the Common Properties to the Association not later than December 31, 1987.

Section 4.3 Extent of Members' Easements. The rights and Easements of Enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) The right of the Declarant and of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Properties, and facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage the Common Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against mortgage default and/or foreclosures; provided, always, however, that the same are in conformity with the other provisions of the Declaration;

(d) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot

remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(e) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-ways and/or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Properties, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded;

Section 4.4 Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no right to suspend, limit or encumber, either temporarily or permanently, any of the rights created and described in subparagraph (f) of Section 4.3 above for any reason whatsoever, or the right of any Owner to use and enjoy the drives, streets, parking areas, walks, entrances and exits on the Common Properties.

Section 4.5 Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Properties to the members of his family who reside with him and/or to his guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association or its nominee: (1) Annual assessments or charges, and (2) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit and undivided interest in the real property of each Owner against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the continuing personal obligation of the person who as the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; provided, however, a Buyer shall be personally liable for his prorata share of annual and special assessments for the assessment year in which his purchase takes place.

Section 5.2 Purpose of Annual Assessments. The Annual Assessments when levied by the Association shall be used for the following current operating expenses, reserves and purposes:

(a) Promotion of the health, safety and welfare of those persons residing within the Properties;

(b) Routine repair, maintenance, care and operation of the Common Properties and all other common facilities situated upon the Common Properties, including, but not limited to, the repair and replacement of any paved areas on the Common



Properties; maintenance as to water tightness (exclusive of repair of casualty damage) of the roof of each Unit;

(c) Management (and any required legal and accounting expenses of the Association) of the affairs of the Association and for the operation and/or care and maintenance of the Common Properties, and all other property and improvements as herein set forth to be the responsibility of the Association;

(d) Ad valorem and other taxes, and insurance premiums, on the Common Properties owned by the Association;

(e) Purposes of exterior and yard maintenance as set forth in Articles VIII and IX.

(f) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association.

Section 5.3 Basis of Annual Assessments: Annual Assessments of charges, shall remain constant from January 1 through December 31 of each year and shall be subject to the following limitations thereon: There shall be no Annual Assessments until fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting, vote to establish Annual Assessments and set the amount thereof.

(a) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased above the amount provided in paragraph (a) of this Section 5.3 by a vote of fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repairs, maintenance, care and operational costs and other needs of the Association, the Board of Directors shall levy the Annual Assessments for each Unit at an amount not in excess of the maximum allowable by this Section 5.3.

Section 5.4 Special Assessment. In addition to the Annual Assessments or charges for the purposes described in Section 5.2 of this Article V and subject to approval by the affirmative vote of two-thirds (2/3rds) percent of a quorum of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacement of any capital improvements, or for such other purpose as the Board of Directors of the Association may consider appropriate. No such Special Assessment, however, shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days' notice in writing to each Member

stating the time, purpose and place of said meeting. Any such Special Assessment shall be due and payable to the time and in the manner as approved by two-thirds (2/3rds) percent of all the Members who are present and voting in person or by proxy at said meeting.

Section 5.5 Excess. Any year in which there is an excess of assessments received over moneys actually used for the purposes described herein, such excess may, at the discretion of the Board of Directors, be applied against and reduce the subsequent year's assessment or be refunded to the Members.

Section 5.6 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units; and all such assessments shall be collected on a quarterly basis, i.e., one-fourth (1/4th) of the total assessment on each Unit each quarter; provided, however, that the Board of Directors may levy and collect assessments on a monthly, semi-annual or annual basis after approval of the same by resolution. Both Annual and Special Assessments shall be due and payable to the Association or its nominee on the 1st day of each quarter in equal quarterly installments unless otherwise provided as aforesaid.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment for each Member shall commence on the date set by the Members at the meeting establishing the Annual Assessment and shall constitute a lien on the date the Annual Assessment commences. Except as hereinabove provided, the quarterly installments of each such Annual Assessment for any Unit for any quarter after the first quarter shall become due and payable to the Association or its nominee and a lien on the first day of each successive quarter. Any Member may prepay one or more installments on any Annual Assessment or Special Assessment levied by the Association, without premium or penalty. Annual Assessments may also be paid by, for or on behalf of Unit Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Directors.

Section 5.8 Duties of the Board of Directors With Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Unit for each assessment period and prepare a roster of the Units and assessments applicable thereto.

(b) The Association shall notify the Owners in writing of the assessments.

(c) The Association shall enforce the payment of assessments in accordance with the provisions of Section 5.10 of this Article V.

(d) No Member of the Board or any Committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice, suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural or Environmental Control Committee or any other Committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 5.9 Equitable Adjustments - Supplementary  
Declarations of Covenants, Conditions and Restrictions.

In the event that any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions and requirements of Section 2.2. of Article II hereof provides that a greater or lesser level of services shall be provided by the Association with respect to the real property and the improvements thereon described in such Supplementary Declaration of Covenants, Conditions and Restrictions, then such Supplementary Declaration of Covenants, Conditions and Restrictions may provide for a different basis for the establishment of Annual and Special Assessments with respect to such real property and the improvements thereon and the Association, acting by and through its Committee, is hereby authorized and directed to make equitable adjustments in the procedures herein set forth for the establishment of Annual and Special Assessments to reflect the different level of services.

Section 5.10 Effect of Non-Payment of Assessments; the  
Personal Obligation of the Owner; the Lien; Remedies of  
Association, Maintenance and Enforcement of the Lien by the  
Declarant; Notice to Mortgagees.

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the Unit or Units of the non-paying Owner which shall bind such Unit or Units in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Member may waive, have waived, or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his Unit.

(b) If any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment may, upon resolution of the Board of Directors, bear interest from the due date at the rate of ten (10%) percent per annum, and may by resolution of the Board of Directors, subject to the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, and the Association may bring an action at law against the Member personally obligated to pay the same in order to enforce payment or foreclosure on the lien against the Unit or Units then belonging to said Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Missouri, containing a power of sale, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, and in either of which events there shall be added to the amount of such assessment the costs of preparing and filing the complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, all of which shall not be less than twenty (20%) percent of the sum claimed. Suit for a money judgment for unpaid assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. The lien against any Unit shall continue for a period of one (1) year from the date of delinquency and no longer unless suit shall have been filed. In the event suit is filed within one (1) year from the date of delinquency, the lien shall continue until the final adjudication of the suit, including appeals, if any, and until sale of the Unit under the execution of the judgment rendered.

(c) The Association shall, by its own action or upon request of the holders of the first or second mortgages or deeds of trust on any Unit or Units, notify the mortgagee of any Unit or Units for which any assessment levied pursuant to this Declaration becomes delinquent for a period of thirty (30) days or more, and in any other case where the Owner of such Unit or Units is in default with respect to the performance of any other obligation hereunder for a period of thirty (30) days or more, but any failure to give, or to request, such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article. The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to the mortgagee of record of the Unit or Units involved if such holder or holders have given the Association its or their address to which such notices are to be mailed.

(d) Upon default in the payment of any one or more quarterly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

(e) In the event of dissolution of the Association, or if the Association fails or refuses to adequately maintain the appearance and condition of the Common Properties and all other common facilities situated upon the Common Properties, which it is obligated to maintain under the provisions hereof, the Declarant shall have the right but not the responsibility and may assume the duty of performing all such maintenance and obligations of the Association (i) at any time after such dissolution on giving written notice to the Owners, or (ii) at any time after the expiration of ten (10) days after receipt by the Association of written notice from the Declarant, setting forth in detail the nature and extent of such failure unless such failure shall have been remedied within said ten (10) day period. Pursuant to this end, the Declarant may collect the Annual Assessments as set by the Board of Directors from time to time in the manner hereinabove provided and the Special Assessments, if any, levied by the Association as provided for in Section 5.4 of this Article when the same shall become due and, if necessary, enforce the payment of delinquent assessments in the manner set forth in this Declaration. The power and authority herein granted to the Declarant shall cease to exist at such time as the Association shall deliver to the Declarant substantial evidence of its willingness and ability to resume maintenance of the Common Properties and of all other common areas and facilities situated upon the Common Properties.

Section 5.11 Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and Special Assessments for real estate taxes, on the Unit;

(b) The lien of the assessments or charges, regular and special provided for herein, shall be subordinate and inferior to the lien of any first or second mortgage or deed of trust now or hereafter placed upon any Unit subject to assessments or charges; provided, however, that such subordination shall apply only to the assessment or charge which becomes due and payable prior to the sale, decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust or deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Unit from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any said subsequent assessment or charge. Any mortgagee who comes into possession of any Unit pursuant to the remedies provided in the first and/or second mortgage or deed of trust or



who acquires title of any Unit pursuant to foreclosure or deed (or assignments) in lieu of foreclosure, shall take title free of any claims for unpaid assessments or charges against the Unit which accrued prior to the date of said mortgagee comes into possession or title is acquired by said mortgagee except for claims from a pro-rata reallocation of such unpaid assessments or charges on all Units, including the Unit so possessed or acquired by the mortgagee.

No amendment to this Declaration shall affect the rights of the holder of any mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto as herein provided.

Section 5.12 Definition. As used in this Declaration, the term "mortgage" shall include a first or second mortgage and a first or second deed of trust and the terms "holder" and "mortgagee" shall include the party secured by any first or second mortgage, first or second deed of trust or any beneficiary thereof.

Section 5.13 Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, no Unit held by the Declarant shall be subject to assessment (whether general or special) by the Association until all but the last four Units are sold or conveyed.

Section 5.14 Maintenance Agreement. The proper officers of the Association may enter into a maintenance agreement to provide for the maintenance which the Association is obligated to provide under this Declaration.

#### ARTICLE VI

##### INSURANCE

Section 6.1 Insurance to be Obtained and Maintained by the Association. The Association shall have the right and obligation to obtain and continually maintain property damage insurance, comprehensive public liability insurance and such other insurance as the Association shall determine from time to time to be necessary by the Association. All owners of units are responsible for maintaining insurance covering their improvements and betterments, personal property, and premises public liability.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Section 7.1 Architectural and Environmental Control Committee. Except for original construction and/or development by the Declarant, and except for any improvements to any Unit or to the Common Properties accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Properties, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony

of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, wall, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any improvements constructed upon any Unit or upon any of the Common Properties, or to remove or alter any windows or exterior doors of any Unit, or to make any change or alterations within any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement, until the complete Plans and Specifications, showing the location, nature, shape, heights, material, color, type or construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

Section 7.2 Architectural and Environmental Control Committee - Operation. The Board of Directors shall appoint an Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 7.3 Approval, Etc. Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Architectural and Environmental Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. In the event construction is not commenced within six (6) months following the approval of said plans and specifications, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

Section 7.4 Rules and Regulation, Etc. If requested by the Owner the Architectural and Environmental Control Committee shall issue a certificate of compliance upon the completion of any construction or alterations or other improvements in accordance

with the plans and specifications so approved. The Architectural and Environmental Control Committee may from time to time, adopt and promulgate such Rules and Regulations regarding the form and content of the plans and specifications. The decisions of the Architectural and Environmental Control Committee shall be final.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to the routine maintenance, repair and care of the Common Properties and other common facilities, the Association shall provide routine repair, maintenance and care (exclusive of repair of casualty damages and glass surfaces) of the exterior surfaces of each Unit. The Association shall also paint the exterior of the Units (base to top) and/or undertake the repair and replacement of any paved areas on the Common Properties. The frequency and times, and the material to be used in the performance of all maintenance to be performed by it shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. In the event that the need for maintenance or repair to any Unit is caused through the willful or negligent act or an Owner, his family, guests or invitees, the costs of such maintenance and repairs shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefor, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

#### ARTICLE IX

##### YARD MAINTENANCE

The Association shall provide routine maintenance in the care of all yards, lawns and other areas of the Properties, including the mowing and watering thereof. The frequency and times, and the quantity of water and labor to be used, shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. Each Owner shall, however, be responsible for the maintenance of plantings and the like belonging to him, and not part of the original landscaping of the Units. In the event that the need is for additional or extra maintenance, mowing, water or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such additional maintenance, utilities or materials shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefor, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

#### ARTICLE X

##### USE RESTRICTIONS

Section 10.1 Prohibited Uses Nuisances. Except for the activities of the Declarant during original construction and/or development, or except with the prior written approval of the Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Unit or upon the Common Properties and all other common facilities:

(a) All buildings or structures on the Properties shall be of new construction. Each Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions and provisions hereof.

(b) No noxious or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance shall be removed forthwith. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other device, except such devices as may be used exclusively for security and fire purposes, shall be located, installed, or maintained upon the exterior of any improvement located upon the Properties or the Common Properties.

(c) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Unit or within any such Unit, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or a nuisance to the neighborhood or other Owners. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Environmental Control Committee, shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance to other Owners and such determination shall be conclusive. Pets shall not be permitted upon the Common Properties unless accompanied by an Owner and unless they are carried or leashed. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or city ordinance. No dog run, dog house, kennel or other animal, domestic animal, or household pet pen, enclosure, housing or sheltering facility shall be constructed or maintained upon the Properties or Common Properties. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, wastes or trash of any other kind shall be permitted on or in any Unit or the Common Properties.

(e) Except as approved by the Association, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and other common facilities) shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may provide and maintain a suitable area designated for the parking of such vehicles or the like. No inoperable vehicle of any kind nor any vehicle without current safety inspection or license tags may be kept on any Unit, yard, driveway or streets in front of any Unit at any time.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept and maintained upon any Unit. Garbage, trash and other refuse shall be placed in covered containers.

(g) No Unit shall be divided or subdivided without the prior written approval of the Association. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any public utility or other public body or authority.

(h) Except for hoses and the like which are reasonably necessary in connection with normal lawn or plant maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line,



electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Unit above the surface of the ground or beyond the exterior of such Unit.

(i) No natural landscaping, or landscaping provided as part of the original development or subsequently by Declarant or the Association, shall be removed from any Unit or the Properties without written approval of the Association acting through the Architectural and Environmental Control Committee.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, staple, outdoor clothes dryer, playhouse, shed or other buildings or structure shall be erected, used or maintained on, around or about any Unit at any time.

(k) Except for entrance signs, directional signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon, in or about any Unit, including without limitation window signs. No awnings, canopy or shutter shall be affixed to or placed upon any exterior wall or roof of an Unit.

(l) No structure, planting or other materials shall be placed or permitted to remain on or about any Unit which may damage or interfere with any easement for the installment or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(n) All fixtures and equipment installed within an Unit shall be maintained and kept in repair by the Owner thereof. Any Owner shall do no act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect one or more of the other Units or their Owners.

(o) No vehicle shall be parked on driveways so as to obstruct ingress and egress by Owners of Units, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for as brief a period of time as reasonably possible.

(p) Units may be leased or rented and any such leasing or tenancy agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association and all rules promulgated by the Association and shall provide that any failure by such tenant to observe and comply with the terms of such document shall be default under such leasing or tenancy agreement. Any such tenant under a lease or tenancy agreement not so approved by the Board of Directors shall be deemed to be detaining the premises unlawfully, and shall be subject to suit by the Association in the name of Owner for unlawful detainer, eviction, possession or other such actions as may be available from time to time.

(q) No antennas, aerials, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon the exterior of any Unit or building.

Section 10.2 Residential Use. All Units shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Unit or the Common Properties for promotional or display purposes, as a sales office, or as "Model Apartment" or for other purposes related to the construction and development of "The Hamptons".

Section 10.3 Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article X or in Article VII, Article VIII, and Article IX hereof shall occur or be maintained upon any Unit, or in the event of any other conduct in violation of any of the provisions and requirements of this Article X or of Article VII, Article VIII, and Article IX hereof, as the case may be, then the same shall be considered to have been undertaken in violation of this Article XI or of Article VII, Article VIII, and Article IX hereof, as the case may be, and without the approval of the Association, its Board of Directors or the Architectural and Environmental Control Committee required herein, and upon written notice either from the Association, its Board of Directors, or the Architectural and Environmental Control Committee, as the case may be, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner or tenant of the Unit upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Unit owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or the Architectural and Environmental Control Committee) to enter upon such Unit and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the costs thereof may be assessed against the Unit upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien upon such Unit and a binding personal obligation of the Owner of such Unit, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether violations of the provisions of this Article XI or any of the other provisions or requirements of this Declaration, exist on or in such Unit; and neither the Association nor any such Agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Association, and the Association may avail itself of any other remedy at law or in equity as may be available from time to time.

Section 10.4 House Rules, etc. There shall be no violation of any rules for the use of the Common Properties and other common facilities or "House Rules" or other complex rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 10.5. All owners of Units are restricted from performing yard maintenance of any kind from a point 30 feet distant from the back wall of the Unit to the back lot line. Said area shall be left in its natural condition and any

maintenance to be performed thereto must first be approved by the Association.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 11.1 Duration. Unless amended in accordance with the provisions of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the The Hamptons Condominium Property Owners Association, or the Owners of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time the said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Units has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions, or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided, further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 11.2 Amendment by Declarant. Until such time as the first Apartment Unit is sold by Declarant, Declarant, at their sole discretion, may abolish said Covenants, Conditions and Restrictions or change them in whole or in part.

Section 11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. 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 recorded.

Section 11.4 Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of The Hamptons. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against person or persons violating or attempting to violate any Covenant, Condition or Restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner of any Unit to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association or by the Owner or Owners of any Unit. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants, Conditions or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 11.5 Limitations of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Annual Assessment funds or for the injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and other

common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Properties or other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties and other common facilities or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 11.6 Rights of Mortgagees. The holders of the first and second mortgages or deeds of trust of record on any Unit on Units may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and the holders of the first and second mortgages or deeds of trust of record on any Unit or Units making such payments shall be owed immediate reimbursement therefor from the Association. Anything herein to the contrary notwithstanding, no provision of this Declaration or of any similar instrument pertaining to or to the Units in The Hamptons Condominium shall give a Unit Owner or any other party priority over any rights of holders of first and second mortgages or deeds of trust of record on Units pursuant to their mortgages or deeds of trust in the case of a distribution to Unit Owners of casualty loss insurance proceeds or condemnation awards for losses to or a taking of Common Properties or Apartment Units. The holders of all such first and second mortgages or deeds of trust of record jointly and severally shall have the right to inspect the books and records of the Association at anytime during normal business hours.

Section 11.7 Voting. Whenever in this Declaration any action is required to be taken by a specified percentage of the then Members of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association present and voting, in person or by proxy.

Section 11.8 Successors of Declarant. Any and all rights, reservations, interests, privileges and/or powers of the Declarant hereunder may be assigned and transferred by the Declarant, with or without notice to the Association.

Section 11.9 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Apartment Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the Covenants, Conditions and Restrictions set forth in this Declaration; the failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the Covenants, Conditions and Restrictions set forth in this Declaration or against such sold or otherwise transferred Unit.

Section 11.10 Notification of Sale. Concurrently with the consummation of the sale of any Unit or undivided interest in the Common Properties or Properties under circumstances whereby the transferee becomes an Owner thereof or within five (5) business days thereafter, the transferee shall notify the Association in writing of such sale. Such notification shall set forth, (i) the name of the transferee and his transferrer, (ii) the street address of the Unit purchased by the transferee (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association, its Board of Directors or the Architectural and Environmental Control Committee shall be deemed to be duly made and given to the



transferee if duly and timely made and given to said transferee's transferor.

Section 11.11 Notification as to Mortgagees. Each Owner shall notify the Association of the name and address of the mortgagee of such Owner's Unit and undivided interest in the Common Properties and Properties. Each Owner shall likewise notify the Association as to the release or discharge of such mortgages. In addition the mortgagee of a Unit and Properties may notify the Association of such mortgagee's identity and address and a description of the Unit which such mortgagee's mortgage encumbers. The Association shall provide such mortgagees as to which it receives notice pursuant to the provisions hereof with written notification as follows:

(a) Written notification of at least ninety (90) days prior to the abandonment or termination of the Declaration or the Association;

(b) Written notification of at least thirty (30) days prior to the effective date of any material amendment to any of the substantive provisions of the Declaration; and

(c) Timely written notice of any condemnation or eminent domain proceeding affecting any Unit and undivided interest in the Common Properties and Properties or any part thereof.

Section 11.12 Definition. As used in this Article, the term "Mortgagee" shall mean any first and second mortgagee or holder of a first deed of trust lien on an Unit subject to this Declaration and shall not be limited to the institutional mortgagees, and the term "Mortgage" shall include a deed of trust. As used generally in this Declaration, the term "Institutional Holder" or "Institutional Mortgagee" shall include banks, trust companies, insurance companies, credit unions, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Declarant, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 11.13 Articles of Incorporation and By-Laws. The Association may enact Articles of Incorporation and By-Laws relating to provisions applicable to notice and voting requirements for all actions to be taken by the Association. In any event, if any provision set forth in this Declaration applicable to notice and voting requirements are in conflict with any provisions of Missouri Law applicable to notices and voting requirements on the date of this Declaration, or at anytime after said date, the applicable provisions of Missouri Law shall control.

Section 11.14 Personal Liability. No member of the Board of any committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any party, including Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Association, the Declarant, or any other committee, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 11.15 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any of the Common Properties and other common facilities by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the

maintenance or operation of any said Common Properties and other common facilities.

Section 11.16 Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to individuals, men or women, shall, in all cases be assumed as though in each case fully expressed.

Section 11.17 Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid, addressed to the Owner at the street address assigned to his Unit by the governing body of the City of Platte City, Missouri, or its delegate or addressed to Declarant at Box 1093, 301 Marshall Road, Platte City, Missouri 64079, (or at such other address as Declarant may designate from time to time to the Owners), provided, however, said notice may be delivered by any other means.

Section 11.18 Severability. Invalidation of any one or more of these Covenants, Conditions or Restrictions by judgment, decree or Court order shall in no wise affect any other provisions hereof, each of which shall remain in full force and effect.

Section 11.19 Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in anyway to limit or enlarge the terms and provisions of this Declaration.

Section 11.20. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at anytime and from time to time (i) to comply with the requirements with the Federal National Mortgage Association, The Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, The Department of Housing and Urban Development, The Federal Housing Association, The Veterans Administration, or any other governmental agency or any other public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies to make, purchase, sell, insure or guarantee first or second mortgages covering Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting an Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first or second mortgage upon an Apartment Unit or any warranties made by an Owner in order to induce any of the above agencies or entitled to make, purchase, insure or guarantee the first or second mortgage on such Owner's Apartment Unit.

Section 11.21 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.

Section 11.22 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication,

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of the Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, President of The Hampsons Homeowners Association has caused this Amended Declaration to be executed in the name of the corporation and on its behalf as a result of a unanimous vote of a quorum present held to amend these „ Declarations on August 21, 1986.

PLATTE CITY DEVELOPMENT, A Partnership

GARY MARTIN

KENNETH D. MARTIN

JERRY M. MARTIN

WAYNE E. DAVIS

LLOYD HOFMASTER

BILL MAPLES

MARVIN MAPLES

DECLARANT

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 21<sup>ST</sup> day of AUGUST, 1986, before me, a Notary Public, personally appeared GARY MARTIN, KENNETH D. MARTIN and JERRY M. MARTIN to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed said Declaration of Covenants, Conditions and Restrictions as their free act and deed.

Subscribed and sworn to before me this 21<sup>ST</sup> day of AUGUST, 1986.

ERIC B. HOGGE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 21<sup>ST</sup> day of AUGUST, 1986, before me, a Notary Public, personally appeared WAYNE E. DAVIS to me known to be the person described in and who executed the foregoing

instrument, and acknowledged that he executed said Declaration of Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>ST</sup> day of AUGUST, 1986.

ERIC D. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

NOTARY PUBLIC

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
                          )SS.  
COUNTY OF PLATTE )

On this 21<sup>ST</sup> day of AUGUST, 1986, before me, a Notary Public, personally appeared LLOYD HOFMASTER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed said Declaration of Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>ST</sup> day of AUGUST, 1986.

ERIC D. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

NOTARY PUBLIC

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
                          )SS.  
COUNTY OF PLATTE )

On this 21<sup>ST</sup> day of AUGUST, 1986, before me, a Notary Public, personally appeared BILL MAPLES to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed said Declaration of Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>ST</sup> day of AUGUST, 1986.

ERIC D. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

NOTARY PUBLIC

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
                          )SS.  
COUNTY OF PLATTE )

On this 21<sup>ST</sup> day of AUGUST, 1986, before me, a Notary Public, personally appeared MARVIN MAPLES to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed said Declaration of Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>ST</sup> day of AUGUST, 1986.

ERIC D. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

NOTARY PUBLIC

My Commission Expires: APRIL 17, 1989



STATE OF MISSOURI) ss  
COUNTY OF PLATTE) ss  
I CERTIFY INSTRUMENT RECEIVED

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032082

RECORDED BOOK 670 PAGE 673  
PLATTE COUNTY RECORDER  
*Bureauy Burnett*



STATE OF MISSOURI) ss  
COUNTY OF PLATTE) ss  
I CERTIFY INSTRUMENT RECEIVED

BOOK 670 PAGE 673

032471

THE HAMPTONS  
AMENDED

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of August, 21,  
1986, by PLATTE CITY DEVELOPMENT, a partnership, (hereinafter  
called "Declarant"),

## WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to develop thereon single family residential units with permanent common areas and facilities for the benefit of said development and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the real property described in Article II and for the maintenance of the properties and improvements thereon, and to this end, desires to subject the real property, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values in said development to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and facilities, maintaining certain parts of the residential properties located in the development, administering and enforcing the within Covenants, Conditions and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will hereafter promptly cause to be incorporated under the laws of the State of Missouri, as a Not-For-Profit Corporation without capital stock, The Hamptons Property Owners Association for the purposes of carrying out the powers and duties aforesaid, as hereinafter more fully set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (sometimes called "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by Declarant, their successors and assigns, and any person acquiring or owning an interest in said real property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation:

## ARTICLE I

## DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

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(a) "Association" shall mean and refer to the The Hamptons Property Owners Association, a Missouri Not-For-Profit Corporation and its successors and assigns.

(b) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(d) "Common Properties" shall mean and refer to those areas of land designated as Common Areas or Facilities on the recorded survey of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, or subject to the control thereof, together with any and all such improvements that are now or may hereafter be constructed thereon. In this Declaration Common Properties shall include, without limitation the following:

(i) All real estate owned in fee simple by the Association evidenced by warranty deed or deeds from the Declarant to the Association, recorded in the Office of the Recorder of Deeds of Platte County, Missouri, including the ground upon which the Apartment Units and Buildings are located.

(ii) All structures, trees, landscaping, lighting equipment, decorative equipment and other improvements located upon real estate owned by the Association.

(iii) All paved private drives, streets, and open parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.

(iv) All installments of central services for the benefit of more than one owner such as television antennae, trash receptacles, pipes, wires, conduits, sewers, waterlines and other public utility lines and facilities situated thereon.

(v) All easements, rights and appurtenances belonging thereto, necessary to the existence, maintenance and safety of the property and improvements constructed thereon.

(vi) All personal property owned by the Association intended for use in connection with the operation of structures and other facilities of the Association.

(e) "Unit" shall mean a single dwelling located upon a lot or lots within the properties.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties but, notwithstanding any applicable theory of mortgages, deeds of trust or other security devices, shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to power of sale, foreclosure or any proceeding in lieu thereof.

(g) "Member" shall mean and refer to each Owner as provided herein in Article III.

(h) "Declarant" shall mean and refer to PLATTE CITY DEVELOPMENT, a partnership, its successors and assigns, if such successors and assigns should acquire any portion of the Properties from Declarant with the purpose of development and are designated by the aforesaid individuals as the Declarant, for the purposes hereof, by a duly recorded instrument.

(i) "Existing Property" shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed

and occupied subject to this Declaration pursuant to Section 2.1 of Article II.

(j) "Mortgagee" shall mean and refer to the holder of a first or second deed of trust, mortgage or other equivalent lien on a Unit.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as "Existing Property" is located in Platte City, Platte County, Missouri, and is more particularly described as follows:

The Hamptons, an addition of land in Platte County, Platte City, Missouri, according to the recorded plat thereof.

Section 2.2 Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Qualification. Every person or entity who is a record Owner of a fee or undivided fee interest in one or more Units on the Properties subject to the Covenants, Conditions and Restrictions established by this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Unit which is subject to the Covenants, Conditions and Restrictions established by this Declaration. Record ownership of such Unit shall be the sole qualification for membership. Members shall be entitled to one vote for each Unit in which they hold the interest required for membership by this Article whether or not the dwelling unit has been constructed. Voting rights are determined by the number of units designed to be built on each parcel. When more than one person holds such interest in any Unit, all such persons shall be Members and the vote for such Unit shall be exercised as they, among themselves, determine; but in no event shall more than one vote be cast with respect to any one Unit. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Unit. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

Section 3.2 Voting Classes. The Association shall have two (2) classes of voting membership:

A. Class A members shall be all owners, with the exception of the declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

B. Class B members shall be the declarant and shall be entitled to three (3) votes for each lot owned. The Class B



membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

2. On the 31st day of December 1987.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article IV, every Member shall have a non-exclusive and non-severable right and easement of enjoyment in and to the Common Properties in common with all Owners, and such easement shall be appurtenant to and shall pass with the title to every Unit, and may not be severed therefrom. Such rights and easement shall be for the use of the Common Properties in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights and easements of other Owners.

Section 4.2 Title to the Common Properties. The Declarant may retain the fee simple title to the Common Properties until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey fee simple title to the Common Properties to the Association not later than December 31, 1987.

Section 4.3 Extent of Members' Easements. The rights and Easements of Enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) The right of the Declarant and of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Properties and facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage the Common Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against mortgage default and/or foreclosures; provided, always, however, that the same are in conformity with the other provisions of the Declaration;

(d) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(e) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-ways and/or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Properties, no such dedication or transfer shall be effective

unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded;

Section 4.4 Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no right to suspend, limit or encumber, either temporarily or permanently, any of the rights created and described in subparagraph (f) of Section 4.3 above for any reason whatsoever, or the right of any Owner to use and enjoy the drives, streets, parking areas, walks, entrances and exits on the Common Properties.

Section 4.5 Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Properties to the members of his family who reside with him and/or to his guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

#### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association or its nominee: (1) Annual assessments or charges, and (2) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit and undivided interest in the real property of each Owner against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the continuing personal obligation of the person who as the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; provided, however, a Buyer shall be personally liable for his prorata share of annual and special assessments for the assessment year in which his purchase takes place.

Section 5.2 Purpose of Annual Assessments. The Annual Assessments when levied by the Association shall be used for the following current operating expenses, reserves and purposes:

- (a) Promotion of the health, safety and welfare of those persons residing within the Properties;
- (b) Routine repair, maintenance, care and operation of the Common Properties and all other common facilities situated upon the Common Properties, including, but not limited to, the repair and replacement of any paved areas on the Common Properties; maintenance as to water tightness (exclusive of repair of casualty damage) of the roof of each Unit;
- (c) Management (and any required legal and accounting expenses of the Association) of the affairs of the Association, and for the operation and/or care and maintenance of the Common Properties, and all other property and improvements as herein set forth to be the responsibility of the Association;
- (d) Ad valorem and other taxes, and insurance premiums, on the Common Properties owned by the Association;

(e) Purposes of exterior and yard maintenance as set forth in Articles VIII and IX.

(f) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association.

Section 5.3 Basis of Annual Assessments: Annual Assessments of charges, shall remain constant from January 1 through December 31 of each year and shall be subject to the following limitations thereon: There shall be no Annual Assessments until fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting, vote to establish Annual Assessments and set the amount thereof.

(a) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased above the amount provided in paragraph (a) of this Section 5.3 by a vote of fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repairs, maintenance, care and operational costs and other needs of the Association, the Board of Directors shall levy the Annual Assessments for each Unit at an amount not in excess of the maximum allowable by this Section 5.3.

Section 5.4 Special Assessment. In addition to the Annual Assessments or charges for the purposes described in Section 5.2 of this Article V and subject to approval by the affirmative vote of two-thirds (2/3rds) percent of a quorum of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacement of any capital improvements, or for such other purpose as the Board of Directors of the Association may consider appropriate. No such Special Assessment, however, shall be authorized without a meeting of the Members called for this purpose, by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting. Any such Special Assessment shall be due and payable to the time and in the manner as approved by two-thirds (2/3rds) percent of all the Members who are present and voting in person or by proxy at said meeting.

Section 5.5 Excess. Any year in which there is an excess of assessments received over moneys actually used for the purposes described herein, such excess may, at the discretion of the Board of Directors, be applied against and reduce the subsequent year's assessment or be refunded to the Members.

Section 5.6 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units; and all such assessments shall be collected on a quarterly basis, i.e., one-fourth (1/4th) of the total assessment on each Unit each quarter; provided, however, that the Board of Directors may levy and collect assessments on a monthly, semi-annual or annual basis after approval of the same by resolution. Both Annual and Special Assessments shall be due and payable to the Association or its nominee on the 1st day of each quarter in equal quarterly installments unless otherwise provided as aforesaid.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment for each Member shall commence on the date set by the Members at the meeting establishing the Annual Assessment and shall constitute a lien on the date the Annual Assessment commences. Except as hereinabove provided, the quarterly installments of each such Annual Assessment for any Unit for any quarter after the first quarter shall become due and payable to the Association or its nominee and a lien on the first day of each successive quarter. Any Member may prepay one or more installments on any Annual Assessment or Special Assessment levied by the Association, without premium or penalty. Annual Assessments may also be paid by, for or on behalf of Unit Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Directors.

Section 5.8 Duties of the Board of Directors With Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Unit for each assessment period and prepare a roster of the Units and assessments applicable thereto.

(b) The Association shall notify the Owners in writing of the assessments.

(c) The Association shall enforce the payment of assessments in accordance with the provisions of Section 5.10 of this Article V.

(d) No Member of the Board or any Committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice, suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural or Environmental Control Committee or any other Committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 5.9 Equitable Adjustments - Supplementary Declarations of Covenants, Conditions and Restrictions.

In the event that any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions and requirements of Section 2.2. of Article II hereof provides that a greater or lesser level of services shall be provided by the Association with respect to the real property and the improvements thereon described in such Supplementary Declaration of Covenants, Conditions and Restrictions, then such Supplementary Declaration of Covenants, Conditions and Restrictions may provide for a different basis for the establishment of Annual and Special Assessments with respect to such real property



and the improvements thereon and the Association, acting by and through its Committee, is hereby authorized and directed to make equitable adjustments in the procedures herein set forth for the establishment of Annual and Special Assessments to reflect the different level of services.

Section 5.10 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association, Maintenance and Enforcement of the Lien by the Declarant; Notice to Mortgagee.

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the Unit or Units of the non-paying Owner which shall bind such Unit or Units in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No Member may waive, have waived, or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his Unit.

(b) If any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment may, upon resolution of the Board of Directors, bear interest from the due date at the rate of ten (10%) percent per annum, and may by resolution of the Board of Directors, subject to the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board of Directors may fix, and the Association may bring an action at law against the Member personally obligated to pay the same in order to enforce payment or foreclosure on the lien against the Unit or Units then belonging to said Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Missouri, containing a power of sale, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, and in either of which events there shall be added to the amount of such assessment the costs of preparing and filing the complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, all of which shall not be less than twenty (20%) percent of the sum claimed. Suit for a money judgment for unpaid assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. The lien against any Unit shall continue for a period of one (1) year from the date of delinquency and no longer unless suit shall have been filed. In the event suit is filed within one (1) year from the date of delinquency, the lien shall continue until the final adjudication of the suit, including appeals, if any, and until sale of the Unit under the execution of the judgment rendered.

(c) The Association shall, by its own action or upon request of the holders of the first or second mortgages or deeds of trust on any Unit or Units, notify the mortgagee of any Unit or Units for which any assessment levied pursuant to this Declaration becomes delinquent for a period of thirty (30) days or more, and in any other case where the Owner of such Unit or Units is in default with respect to the performance of any other obligation hereunder for a period of thirty (30) days or more, but any failure to give, or to request, such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article. The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to

the mortgagee of record of the Unit or Units involved if such holder or holders have given the Association its or their address to which such notices are to be mailed.

(d) Upon default in the payment of any one or more quarterly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

(e) In the event of dissolution of the Association, or if the Association fails or refuses to adequately maintain the appearance and condition of the Common Properties and all other common facilities situated upon the Common Properties, which it is obligated to maintain under the provisions hereof, the Declarant shall have the right but not the responsibility and may assume the duty of performing all such maintenance and obligations of the Association (i) at any time after such dissolution on giving written notice to the Owners, or (ii) at any time after the expiration of ten (10) days after receipt by the Association of written notice from the Declarant, setting forth in detail the nature and extent of such failure unless such failure shall have been remedied within said ten (10) day period. Pursuant to this end, the Declarant may collect the Annual Assessments as set by the Board of Directors from time to time in the manner hereinabove provided and the Special Assessments, if any, levied by the Association as provided for in Section 5.4 of this Article when the same shall become due and, if necessary, enforce the payment of delinquent assessments in the manner set forth in this Declaration. The power and authority herein granted to the Declarant shall cease to exist at such time as the Association shall deliver to the Declarant substantial evidence of its willingness and ability to resume maintenance of the Common Properties and of all other common areas and facilities situated upon the Common Properties.

Section 5.11 Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and Special Assessments for real estate taxes, on the Unit;

(b) The lien of the assessments or charges, regular and special provided for herein, shall be subordinate and inferior to the lien of any first or second mortgage or deed of trust now or hereafter placed upon any Unit subject to assessments or charges; provided, however, that such subordination shall apply only to the assessment or charge which becomes due and payable prior to the sale, decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust or deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Unit from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any said subsequent assessment or charge. Any mortgagee who comes into possession of any Unit pursuant to the remedies provided in the first and/or second mortgage or deed of trust or who acquires title of any Unit pursuant to foreclosure or deed (or assignments) in lieu of foreclosure, shall take title free of any claims for unpaid assessments or charges against the Unit which accrued prior to the date of said mortgagee comes into possession or title is acquired by said mortgagee except for claims from a pro-rata reallocation of such unpaid assessments or charges on all Units, including the Unit so possessed or acquired by the mortgagee.

No amendment to this Declaration shall affect the rights of the holder of any mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto as herein provided.

Section 5.12 Definition. As used in this Declaration, the term "mortgage" shall include a first or second mortgage and a first or second deed of trust and the terms "holder" and "mortgagee" shall include the party secured by any first or second mortgage, first or second deed of trust or any beneficiary thereof.

Section 5.13 Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, no Unit held by the Declarant shall be subject to assessment (whether general or special) by the Association until all but the last four Units are sold or conveyed.

Section 5.14 Maintenance Agreement. The proper officers of the Association may enter into a maintenance agreement to provide for the maintenance which the Association is obligated to provide under this Declaration.

#### ARTICLE VI

##### INSURANCE

Section 6.1 Insurance to be Obtained and Maintained by the Association. The Association shall have the right and obligation to obtain and continually maintain property damage insurance, comprehensive public liability insurance and such other insurance as the Association shall determine from time to time to be necessary by the Association. All owners of units are responsible for insuring their dwellings.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Section 7.1 Architectural and Environmental Control Committee. Except for original construction and/or development by the Declarant, and except for any improvements to any Unit or to the Common Properties accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Properties, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, wall, aeriels, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any improvements constructed upon any Unit or upon any of the Common Properties, or to remove or alter any windows or exterior doors of any Unit, or to make any change or alterations within

any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement, until the complete Plans and Specifications, showing the location, nature, shape, heights, material, color, type or construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the apartment complex by the Architectural and Environmental Control Committee.

Section 7.2 Architectural and Environmental Control Committee - Operation. The Board of Directors shall appoint an Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 7.3 Approval, Etc. Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Architectural and Environmental Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. In the event construction is not commenced within six (6) months following the approval of said plans and specifications, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

Section 7.4 Rules and Regulation, Etc. If requested by the Owner the Architectural and Environmental Control Committee shall issue a certificate of compliance upon the completion of any construction or alterations or other improvements in accordance with the plans and specifications so approved. The Architectural and Environmental Control Committee may from time to time, adopt and promulgate such Rules and Regulations regarding the form and content of the plans and specifications. The decisions of the Architectural and Environmental Control Committee shall be final.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to the routine maintenance, repair and care of the Common Properties and other common facilities, the Association shall provide routine repair, maintenance and care (exclusive of repair of casualty damages and glass surfaces) of the exterior surfaces of each Unit. The Association shall also paint the exterior of the Units (base to top) and/or undertake the repair and replacement of any paved areas on the Common



Properties. The frequency and times, and the material to be used in the performance of all maintenance to be performed by it shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. In the event that the need for maintenance or repair to any Unit is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance and repairs shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefor, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

#### ARTICLE IX

##### YARD MAINTENANCE

The Association shall provide routine maintenance in the care of all yards, lawns and other areas of the Properties, including the mowing and watering thereof. The frequency and times, and the quantity of water and labor to be used, shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. Each Owner shall, however, be responsible for the maintenance of plantings and the like belonging to him, and not part of the original landscaping of the Units. In the event that the need for additional or extra maintenance, mowing, water or the like is caused by or through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such additional maintenance, utilities or materials shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefor, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

#### ARTICLE X

##### USE RESTRICTIONS

Section 10.1 Prohibited Uses Nuisances. Except for the activities of the Declarant during original construction and/or development, or except with the prior written approval of the Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Unit or upon the Common Properties and all other common facilities:

(a) All buildings or structures on the Properties shall be of new construction. Each Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions and provisions hereof.

(b) No noxious or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance shall be removed forthwith. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other device, except such devices as may be used exclusively for security and fire purposes, shall be located, installed, or maintained upon the exterior of any improvement located upon the Properties or the Common Properties.

(c) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Unit or within any such Unit, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or a nuisance to the neighborhood or other Owners. The

Board of Directors or, upon resolution of the Board of Directors, the Architectural Environmental Control Committee, shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance to other Owners and such determination shall be conclusive. Pets shall not be permitted upon the Common Properties unless accompanied by an Owner and unless they are carried or leashed. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or city ordinance. No dog run, dog house, kennel or other animal, domestic animal, or household pet pen, enclosure, housing or sheltering facility shall be constructed or maintained upon the Properties or Common Properties. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, wastes or trash of any other kind shall be permitted on or in any Unit or the Common Properties.

(e) Except as approved by the Association, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and other common facilities) shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may provide and maintain a suitable area designated for the parking of such vehicles or the like. No inoperable vehicle of any kind nor any vehicle without current safety inspection or license tags may be kept on any Unit, yard, driveway or streets in front of any Unit at any time.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept and maintained upon any Unit. Garbage, trash and other refuse shall be placed in covered containers.

(g) No Unit shall be divided or subdivided without the prior written approval of the Association. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any public utility or other public body or authority.

(h) Except for hoses and the like which are reasonably necessary in connection with normal lawn or plant maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Unit above the surface of the ground or beyond the exterior of such Unit.

(i) No natural landscaping, or landscaping provided as part of the original development or subsequently by Declarant or the Association, shall be removed from any Unit or the Properties without written approval of the Association acting through the Architectural and Environmental Control Committee.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, staple, outdoor clothes dryer, playhouse, shed or other buildings or structure shall be erected, used or maintained on, around or about any Unit at any time.

(k) Except for entrance signs, directional signs for traffic control or safety and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon, in or about any Unit, including without limitation window signs. No awnings, canopy or shutter shall be affixed to or placed upon any exterior wall or roof of an Unit.

(l) No structure, planting or other materials shall be placed or permitted to remain on or about any Unit which may damage or interfere with any easement for the installment or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(n) All fixtures and equipment installed within an Unit shall be maintained and kept in repair by the Owner thereof. Any Owner shall do no act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect one or more of the other Units or their Owners.

(o) No vehicle shall be parked on driveways so as to obstruct ingress and egress by Owners of Units, their families, guests and invitees except for the reasonable needs of emergency, construction, or service vehicles for as brief a period of time as reasonably possible.

(p) Units may be leased or rented and any such leasing or tenancy agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association and all rules promulgated by the Association and shall provide that any failure by such tenant to observe and comply with the terms of such document shall be default under such leasing or tenancy agreement. Any such tenant under a lease or tenancy agreement not so approved by the Board of Directors shall be deemed to be detaining the premises unlawfully, and shall be subject to suit by the Association in the name of Owner for unlawful detainer, eviction, possession or other such actions as may be available from time to time.

(q) No antennas, aerials, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon the exterior of any Unit or building.

Section 10.2 Residential Use. All Units shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Unit or the Common Properties for promotional or display purposes, as a sales office, or as "Model Apartment" or for other purposes related to the construction and development of "The Hamptons".

Section 10.3 Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article X or in Article VII, Article VIII, and Article IX hereof shall occur or be maintained upon any Unit, or in the event of any other conduct in violation of any of the provisions and requirements of this Article X or of Article VII, Article VIII, and Article IX hereof, as the case may be, then the same shall be considered to have been undertaken in violation of this Article XI or of Article VII, Article VIII, and Article IX hereof, as the

case may be, and without the approval of the Association, its Board of Directors or the Architectural and Environmental Control Committee required herein, and upon written notice either from the Association, its Board of Directors, or the Architectural and Environmental Control Committee, as the case may be, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner or tenant of the Unit upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Unit owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or the Architectural and Environmental Control Committee) to enter upon such Unit and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the costs thereof may be assessed against the Unit upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien upon such Unit and a binding personal obligation of the Owner of such Unit, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether violations of the provisions of this Article XI or any of the other provisions or requirements of this Declaration, exist on or in such Unit; and neither the Association nor any such Agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Association, and the Association may avail itself of any other remedy at law or in equity as may be available from time to time.

Section 10.4 House Rules, etc. There shall be no violation of any rules for the use of the Common Properties and other common facilities or "House Rules" or other complex rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 10.5. All owners of Units are restricted from performing yard maintenance of any kind from a point 30 feet distant from the back wall of the Unit to the back lot line. Said area shall be left in its natural condition and any maintenance to be performed thereto must first be approved by the Association.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 11.1 Duration. Unless amended in accordance with the provisions of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the The Hamptons Property Owners Association, or the Owners of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time the said Covenants, Conditions and Restrictions shall be automatically



extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Units has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions, or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided, further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 11.2 Amendment by Declarant. Until such time as the first Apartment Unit is sold by Declarant, Declarant, at their sole discretion, may abolish said Covenants, Conditions and Restrictions or change them in whole or in part.

Section 11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. 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 recorded.

Section 11.4 Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of The Hamptons. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against person or persons violating or attempting to violate any Covenant, Condition or Restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner of any Unit to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association or by the Owner or Owners of any Unit. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants, Conditions or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 11.5 Limitations of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Annual Assessment funds or for the injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and other common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Properties or other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties and other common facilities or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 11.6 Rights of Mortgagees. The holders of the first and second mortgages or deeds of trust of record on any Unit or Units may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance

coverage on the lapse of a policy for such property, and the holders of the first and second mortgages or deeds of trust of record on any Unit or Units making such payments shall be owed immediate reimbursement therefor from the Association. Anything herein to the contrary notwithstanding, no provision of this Declaration or of any similar instrument pertaining to or to the Units in The Hamptons shall give an Unit Owner or any other party priority over any rights of holders of first and second mortgages or deeds of trust of record on Units pursuant to their mortgages or deeds of trust in the case of a distribution to Unit Owners of casualty loss insurance proceeds or condemnation awards for losses to or a taking of Common Properties or Apartment Units. The holders of all such first and second mortgages or deeds of trust of record jointly and severally shall have the right to inspect the books and records of the Association at anytime during normal business hours.

Section 11.7 Voting. Whenever in this Declaration any action is required to be taken by a specified percentage of the then Members of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association present and voting, in person or by proxy.

Section 11.8 Successors of Declarant. Any and all rights, reservations, interests, privileges and/or powers of the Declarant hereunder may be assigned and transferred by the Declarant, with or without notice to the Association.

Section 11.9 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Apartment Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the Covenants, Conditions and Restrictions set forth in this Declaration; the failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the Covenants, Conditions and Restrictions set forth in this Declaration or against such sold or otherwise transferred Unit.

Section 11.10 Notification of Sale. Concurrently with the consummation of the sale of any Unit or undivided interest in the Common Properties or Properties under circumstances whereby the transferee becomes an Owner thereof or within five (5) business days thereafter, the transferee shall notify the Association in writing of such sale. Such notification shall set forth, (i) the name of the transferee and his transferrer, (ii) the street address of the Unit purchased by the transferee (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association, its Board of Directors or the Architectural and Environmental Control Committee shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

Section 11.11 Notification as to Mortgagees. Each Owner shall notify the Association of the name and address of the mortgagee of such Owner's Unit and undivided interest in the Common Properties and Properties. Each Owner shall likewise notify the Association as to the release or discharge of such mortgages. In addition the mortgagee of a Unit and Properties may notify the Association of such mortgagee's identity and address and a description of the Unit which such mortgagee's mortgage encumbers. The Association shall provide such mortgagees as to which it receives notice pursuant to the provisions hereof with written notification as follows:

(a) Written notification of at least ninety (90) days prior to the abandonment or termination of the Declaration of the Association;

(b) Written notification of at least thirty (30) days prior to the effective date of any material amendment to any of the substantive provisions of the Declaration; and

(c) Timely written notice of any condemnation or eminent domain proceeding affecting any Unit and undivided interest in the Common Properties and Properties or any part thereof.

Section 11.12 Definition. As used in this Article, the term "Mortgagee" shall mean any first and second mortgagee or holder of a first deed of trust lien on an Unit subject to this Declaration and shall not be limited to the institutional mortgagees, and the term "Mortgage" shall include a deed of trust. As used generally in this Declaration, the term "Institutional Holder" or "Institutional Mortgagee" shall include banks, trust companies, insurance companies, credit unions, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Declarant, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 11.13 Articles of Incorporation and By-Laws. The Association may enact Articles of Incorporation and By-Laws relating to provisions applicable to notice and voting requirements for all actions to be taken by the Association. In any event, if any provision set forth in this Declaration applicable to notice and voting requirements are in conflict with any provisions of Missouri Law applicable to notices and voting requirements on the date of this Declaration, or at anytime after said date, the applicable provisions of Missouri Law shall control.

Section 11.14 Personal Liability. No member of the Board of any committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any party, including Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Association, the Declarant, or the Architectural and Environmental Control Committee, or any other committee, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

Section 11.15 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any of the Common Properties and other common facilities by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any said Common Properties and other common facilities.

Section 11.16 Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11.17 Notices. All notices required to be given hereunder shall be deemed to have been properly sent when deposited with the United States Postal Service, ordinary mail, postage prepaid, addressed to the Owner at the street address assigned to his Unit by the governing body of the City of Platte City, Missouri, or its delegate or addressed to Declarant at Box 1093, 301 Marshall Road, Platte City, Missouri 64079, (or at such other address as Declarant may designate from time to time to the Owners), provided, however, said notice may be delivered by any other means.

BOOK 11 PAGE 20

Section 11.18 Severability. Invalidation of any one or more of these Covenants, Conditions or Restrictions by judgment, decree or Court order shall in no wise affect any other provisions hereof, each of which shall remain in full force and effect.

Section 11.19 Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in anyway to limit or enlarge the terms and provisions of this Declaration.

Section 11.20. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at anytime and from time to time (i) to comply with the requirements with the Federal National Mortgage Association, The Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, The Department of Housing and Urban Development, The Federal Housing Association, The Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first or second mortgages covering Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting an Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first or second mortgage upon an Apartment Unit or any warranties made by an Owner in order to induce any of the above agencies or entitled to make, purchase, insure or guarantee the first or second mortgage on such Owner's Apartment Unit.

Section 11.21 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.

Section 11.22 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of the Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.



IN WITNESS WHEREOF, President of The Hamptons Homeowners Association has caused this Amended Declaration to be executed in the name of the corporation and on its behalf as a result of a unanimous vote of a quorum present held to amend these Declarations on August 21, 1986.

PLATTE CITY DEVELOPMENT, A  
Partnership

GARY MARTIN

KENNETH D. MARTIN

JERRY M. MARTIN

WAYNE E. DAVIS

LLOYD HOFMASTER

BILL MAPLES

MARVIN MAPLES

DECLARANT

STATE OF MISSOURI )  
COUNTY OF PLATTE ) SS.

On this 21<sup>st</sup> day of AUGUST, 1986, before me, a Notary Public, personally appeared GARY MARTIN, KENNETH D. MARTIN and JERRY M. MARTIN to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed said Declaration of Covenants, Conditions and Restrictions as their free act and deed.

Subscribed and sworn to before me this 21<sup>st</sup> day of AUGUST, 1986.

ERIC B. BOWSE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
COUNTY OF PLATTE ) SS.

On this 21<sup>st</sup> day of AUGUST, 1986, before me, a Notary Public, personally appeared WAYNE E. DAVIS to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed said Declaration of Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>st</sup> day of AUGUST, 1986.

ERIC B. BOWSE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

032471

On this 21<sup>st</sup> day of AUGUST, 1986, before me,  
a Notary Public, personally appeared LLOYD HOFMASTER to me known  
to be the person described in and who executed the foregoing  
instrument, and acknowledged that he executed said Declaration of  
Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>st</sup> day of  
AUGUST, 1986.

ERIC B. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

NOTARY PUBLIC

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 21<sup>st</sup> day of AUGUST, 1986, before me,  
a Notary Public, personally appeared BILL MAPLES to me known to  
be the person described in and who executed the foregoing  
instrument, and acknowledged that he executed said Declaration of  
Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>st</sup> day of  
AUGUST, 1986.

ERIC B. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

NOTARY PUBLIC

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

On this 21<sup>st</sup> day of AUGUST, 1986, before me,  
a Notary Public, personally appeared MARVIN MAPLES to me known to  
be the person described in and who executed the foregoing  
instrument, and acknowledged that he executed said Declaration of  
Covenants, Conditions and Restrictions as his free act and deed.

Subscribed and sworn to before me this 21<sup>st</sup> day of  
AUGUST, 1986.

ERIC B. MOORE  
NOTARY PUBLIC STATE OF MISSOURI  
PLATTE CO.  
MY COMMISSION EXP. APR. 17, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

NOTARY PUBLIC

My Commission Expires: APRIL 17, 1989

STATE OF MISSOURI )  
 )SS.  
COUNTY OF PLATTE )

1986 OCT 10 PM 12:34  
RECORDED 691 240  
PLATTE COUNTY RECORDER

Burney Burnett  
Caretaker

BOOK 601 PAGE 140

035283

AMENDMENT TO THE HAMPTONS CONDOMINIUM  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made on the 19th day of December, 1986 by the undersigned being ninety percent (90%) of the lot owners of The Hamptons Condominium.

WITNESSETH:

WHEREAS, The Hamptons Condominium Amended Declaration of Covenants, Conditions and Restrictions was made on August 21, 1986 and filed in the Office of the Recorder of Deeds of Platte County, Missouri in Book 691 at Page 240 and

WHEREAS, Section 11.3 of said Declaration of Covenants, Conditions and Restrictions allows an amendment to those covenants;

WHEREAS, the undersigned have deemed it desirable to amend said Declaration;

NOW, THEREFORE, the undersigned hereby declare that Section 2.1 of the Hamptons Condominium Amended Declaration of Covenants, Conditions and Restrictions is further amended to read as follows:

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as "Existing Property" is located in Platte City, Platte County, Missouri and is described as follows:

Blocks 2 and 3 of The Hamptons, an addition of land in Platte County, Platte City, Missouri, according to the recorded plat thereof except that part of Block 2 described as follows:

BOOK 694 PAGE 599

*Law Office of*  
LEVENGER, FICKLE  
& MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 1648  
PLATTE CITY, MO. 64079  
131-2117 OR 891-0624  
WM. DICK FICKLE  
CHAELE MCGINNESS  
MARK A. HUBBARD

Beginning at the most northwesterly corner of said Block 2, thence South 43 degrees 07' 35" East along the northerly line of said Block 2, 290.69 feet to the northeasterly corner of said Block 2, thence South 54 degrees 53' 02" West, 153.79 feet to a point on the northerly right-of-way line of Hampton Lane, as now established; thence North 33 degrees 30' 00" West along said right-of-way line 113.90 feet; thence northwesterly on a curve to the left, having a radius of 303.82 feet and an arc distance of 107.82 feet; thence North 53 degrees 50' 00" West continuing along said right-of-way line 44.7 feet; thence northerly and northeasterly on a curve to the right, having a radius of 41.18 feet and an arc distance of 90.21 feet to a point on the easterly right-of-way line of Hampton Drive, as now established; thence North 71 degrees 41' 56" East along said right-of-way line 93.45 feet to the point of beginning. All being subject to all public roads, easements, reservations, restrictions and covenants, if any, now of record.

IN WITNESS WHEREOF, the undersigned, have caused this Amended Declaration to be executed.

[Signature]  
Unit 1, Bldg. C, Block 2

[Signature]  
Unit 2, Bldg. C, Block 2

[Signature]  
Unit 3, Bldg. C, Block 2

[Signature]  
Unit 4, Bldg. C, Block 2

[Signature]  
Unit 5, Bldg. C, Block 2

Arthur C. Doty  
Unit 6, Bldg. C, Block 2

Beth Janbce

Charles Brunner

Charles Brunner

Charles Brunner

Charles Brunner

*Law Office of*  
CLEVINGER, FICKLE  
& MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 1148  
PLATTE CITY, MO. 64079

431-2117 OR 801-0624  
WM. DICK FICKLE  
MICHAEL MCGINNESS  
MARK A. HUBBARD



BOOK 694 PAGE 599

035283

All of the following property are owned jointly by the undersigned.

Units 1,2,3,4,5,6, BLDG. A, BLOCK 2 - Units 1, 2, 3, 4, 5, 6, BLDG.  
B, BLOCK 2 - Units 1 and 2, BLDG. D, BLOCK 2, - Unit 3, BLDG. E, BLOCK  
2, - Unit 3, BLDG. F, BLOCK 2 - Units 1, 2, 3, 4, 5, 6, BLDG. G,  
BLOCK 2, - Units 1, 2, 3, 4, 5, 6, BLDG. H - BLOCK 2.

STATE OF MISSOURI ss  
COUNTY OF PLATTE ss  
I CERTIFY INSTRUMENT RECEIVED

1986 DEC 23 AM 10:39

RECORDED BOOK 694 PAGE 599  
IDA 507  
PLATTE COUNTY RECORDER

Beverly Burnett  
Deputy

Gary Martin

Nancy E. Martin

Jerry B. Martin

Mary S. Martin

Kenneth D. Martin

Line Office of  
DICKLE & MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 1148  
PLATTE CITY, MO 64079

131-2117 OR 691-0624  
WM. DICK PICKLE  
CHAELE MCGINNESS  
MARK A. HUBBARD

BOOK 694 PAGE 599

035283

035455

AMENDMENT TO THE HAMPTONS CONDOMINIUM  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made on the 19th day of December, 1986 by the undersigned being ninety percent (90%) of the lot owners of The Hamptons Condominium.

WITNESSETH:

WHEREAS, The Hamptons Condominium Amended Declaration of Covenants, Conditions and Restrictions was made on August 21, 1986 and filed in the Office of the Recorder of Deeds of Platte County, Missouri in Book 691 at Page 240 and

WHEREAS, Section 11.3 of said Declaration of Covenants, Conditions and Restrictions allows an amendment to those covenants;

WHEREAS, the undersigned have deemed it desirable to amend said Declaration;

NOW, THEREFORE, the undersigned hereby declare that Section 2.1 of the Hamptons Condominium Amended Declaration of Covenants, Conditions and Restrictions is further amended to read as follows:

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as "Existing Property" is located in Platte City, Platte County, Missouri and is described as follows:

Blocks 2 and 3 of The Hamptons, an addition of land in Platte County, Platte City, Missouri, according to the recorded plat thereof except that part of Block 2 described as follows:

BOOK 694 PAGE 599

BOOK 694 PAGE 768

*Law Office of*  
LEVENGER, FICKLE  
& MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 146  
PLATTE CITY, MO. 64079  
431-2117 OR 891-0624  
WM. DICK FICKLE  
MICHAEL MCGINNESS  
MARK A. HUBBARD

Beginning at the most northwesterly corner of said Block 2, thence South 43 degrees 07' 35" East along the northerly line of said Block 2, 290.69 feet to the northeasterly corner of said Block 2, thence South 54 degrees 53' 02" West, 153.79 feet to a point on the northerly right-of-way line of Hampton Lane, as now established; thence North 33 degrees 30' 00" West along said right-of-way line 113.90 feet; thence northwesterly on a curve to the left, having a radius of 303.82 feet and an arc distance of 107.82 feet; thence North 53 degrees 50' 00" West continuing along said right-of-way line 44.7 feet; thence northerly and northeasterly on a curve to the right, having a radius of 41.18 feet and an arc distance of 90.21 feet to a point on the easterly right-of-way line of Hampton Drive, as now established; thence North 71 degrees 41' 56" East along said right-of-way line 93.45 feet to the point of beginning. All being subject to all public roads, easements, reservations, restrictions and covenants, if any, now of record.

IN WITNESS WHEREOF, the undersigned, have caused this Amended Declaration to be executed.

[Signature]  
Unit 1, Bldg. C, Block 2  
[Signature]  
Unit 2, Bldg. C, Block 2  
[Signature]  
Unit 3, Bldg. C, Block 2  
[Signature]  
Unit 4, Bldg. C, Block 2  
[Signature]  
Unit 5, Bldg. C, Block 2  
Arthur R. Doty  
Unit 6, Bldg. C, Block 2

Beth Lantier  
Charles Brunner  
Charles Brunner  
Charles Brunner  
Charles Brunner

Law Office of  
LENGER FICKLE  
McGINNESS  
MARSHALL ROAD  
P.O. BOX 148  
YE CITY, MO. 64079  
217 691-0624  
L. DICK FICKLE  
AEL McGINNESS  
K. A. HUBBARD

BOOK 694 PAGE 768

BOOK 694 PAGE 599



Martin - See Page 4

Unit 1, Bldg. D, Block 2

Martin - See Page 4

Unit 2, Bldg. D, Block 2

*John J. Martin*

Unit 3, Bldg. D, Block 2

*John J. Martin*

Unit 4, Bldg. D, Block 2

*John J. Martin*

Unit 5, Bldg. D, Block 2

*John J. Martin*

Unit 6, Bldg. D, Block 2

*John J. Martin*

Unit 1, Bldg. E, Block 3

X Unit 2, Bldg. E, Block 3

Martin - See Page 4

Unit 3, Bldg. E, Block 3

*Ralph W. Brant*

Unit 4, Bldg. E, Block 3

*Ralph W. Brant*

Unit 5, Bldg. E, Block 3

*Ralph W. Brant*

Unit 6, Bldg. E, Block 3

*Ralph W. Brant*

Unit 1, Bldg. F, Block 3

X Unit 2, Bldg. F, Block 3

Martin - See Page 4

Unit 3, Bldg. F, Block 3

*John J. Martin*

Unit 4, Bldg. F, Block 3

*John J. Martin*

Unit 5, Bldg. F, Block 3

*John J. Martin*

Unit 6, Bldg. F, Block 3

Law Office of  
LEVENGER, FICKLE  
& MCGINNESS  
204 MARSHALL ROAD  
P.O. BOX 1146  
PLATTE CITY, MO. 64079

431-2117 OR 691-0924  
WM. DICK FICKLE  
MICHAEL MCGINNESS  
MARK A. HUBBARD

BOOK 694 PAGE 768

-3- BOOK 694 PAGE 599

035283

035455

All of the following property are owned jointly by the undersigned.

Units 1,2,3,4,5,6, BLDG. A, BLOCK 2 - Units 1, 2, 3, 4, 5, 6, BLDG.  
B, BLOCK 2 - Units 1 and 2, BLDG. D, BLOCK 2, - Unit 3, BLDG. E, BLOCK  
2, - Unit 3, BLDG. F, BLOCK 2 - Units 1, 2, 3, 4, 5, 6, BLDG. G,  
BLOCK 2, - Units 1, 2, 3, 4, 5, 6, BLDG. H - BLOCK 2.

STATE OF MISSOURI ss  
COUNTY OF PLATTE  
I CERTIFY INSTRUMENT RECEIVED

1986 DEC 23 AM 10:39

RECORDED BOOK 694 PAGE 599  
IDA COX  
PLATTE COUNTY RECORDER

Beverly Burnett  
Deputy

Gary Martin

Nancy E. Martin

Gary B. Martin

Mary S. Martin

Kenneth D. Martin

Subscribed and sworn to before me this 29th day of December, A.D., 1986.

My Commission expires:  
July 26, 1987

Maxine Green, Notary Public

Law Office of  
DICK FICKLE & MCGINNESS  
234 MARSHALL ROAD  
P.O. BOX 1146  
PLATTE CITY, MO 64079

431-2117 OR 891-0624  
WM. DICK FICKLE  
MICHAEL MCGINNESS  
MARK A. HUBBARD

STATE OF MISSOURI ss  
COUNTY OF PLATTE  
I CERTIFY INSTRUMENT RECEIVED

1986 DEC 29 PM 1:28

RECORDED BOOK 694 PAGE 768  
IDA COX  
PLATTE COUNTY RECORDER

Beverly Burnett, Deputy

BOOK 694 PAGE 599

BOOK 694 PAGE 768