RECORDER'S CERTIFICATION

JACKSON COUNTY, MISSOURI

03/20/2003 03:54:04 PM

2003I0033194

ROBERT T. KELLY, DIRECTOR OF RECORDS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth, by ROCKWELL

CONSTRUCTION, INC., a Missouri corporation, located at 831 N.W. 131 Highway, Holden,

Missouri 64040, Grantor and hereinafter referred to as "Declarant". There is no Grantee.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Lee's Summit, County of

Jackson, State of Missouri, more particularly described as follows:

A tract of land located in the N.E. *1/4* of Section 31, Twp 47N, Range 30W, more

particularly described as follows: Beginning at the SE comer of said *1/4* Section;

thence N 8r 43' 51" W along the Southerly line of said 114section, a distance of

1323.23 feet thence N 020 26' 21" E along the Westerly line of the East *112* of said

N.E. 114,a distance of711.77 feet to the S.W. comer of lot 14 of "Cheddington lots

1 through 60, and Tracts A & B", a subdivision in Lee's Summit, Jackson County,

Missouri: thence along the Southerly line of said subdivision the following twelve

(12) courses: 1.) S *8r* 33' 39" E a distance of 120.00 feet, 2.) S 02026' 21" W, a

distance of75.00 feet, 3.) S *8r* 33' 39" E, a distance of 382.96 feet, 4.) N 690 44'

34" E, a distance of 198.83 feet, 5.) N 62027' 07" E, a distance of 199.32 feet, 6.) A

curve to the right, with an initial tangent bearing of 39° 03' 19" W, a radius of

480.00 feet, an arc distance of96.38 feet, 7.) N *2r* 32' 53" W, a distance of 196.84

feet, 8.) N 60° 46' 00" E, a distance of 359.84 feet, 9.) S 00° 31' 00" W, a distance

of53.30 feet, 10.) S *8r* 40' 28" E, a distance of 181.01 feet, 11.) N 02° 27' 07" E,

a distance of23.39 feet, 12.) S 87° 32' 53" E, a distance of130.00 feet; thence S 02 °

27' 07" W along the East line of said N.E. *1/4,* a distance of 1217.16 feet to the

POINT OF BEGINNING, containing 26.86 acres more or less, all being subject to

easements, rights-of-way, and restrictions recorded thereon

now described as Cheddington, Lots 61-140 and Tract C, a subdivision in Lee's Summit, Jackson

County, Missouri; and, **WHEREAS,** on the 2nd day of December, 1999, Declarant recorded a certain Declaration ofCovenants, Conditions and Restrictions as Document 1999I0094693 (1-35) recorded on the 2nd day of December, 1999 in the Office of Recorder of Deeds, which subjected certain property to the

Declaration of Covenants, Conditions and Restrictions for the purposes set out therein; and,

**NOW, THEREFORE,** Declarant hereby declares that all of the properties legally described

above shall be held, sold and conveyed subject to the following restrictions, covenants and

conditions, which are an extension of the prior document and which are for the purpose of protecting

the value of and desirability of, and which shall run with, the real property described herein and shall

be an extension of the subdivision known as Cheddington and which will be subject to the

jurisdiction of the Association known as Cheddington Home Owners Association, Inc. and which

shall be binding on all parties having any right, title or interest in the described properties or any part

thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1. Association. "Association" shall mean and refer to the CHEDDINGTON

HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. Properties. "Properties" shall mean and refer to that certain real property

hereinbefore legally described and such additions thereto as may hereafter be brought within the

jurisdiction of the Association and made subject to this Declaration.

Section 3. Common Area. "Common Area" shall mean and refer to any part of the

property set aside pursuant to any recorded deed of the property by the developer to the Association

for the common use and enjoyment of the members of the Association.

Section 4. Declarant/Developer. "Declarant/Developer" shall mean Rockwell

Construction, Inc., a Missouri corporation, and/or an assignee to whom developer or declarant's

rights hereunder are assigned by an instrument duly executed and acknowledged by

declarant/developer and filed of record.

Section 5. Lot. "Lot" shall mean and refer to any separately numbered plot of land

shown upon the recorded plat of the property, together with any and all improvements now or

hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in

any way pertaining thereto, excepting the common area, developer owned acreage, and land devoted

to use by Duplex residential units.

Section 6. Member. "Member" shall mean and refer to every person or entity who holds

a membership in the Association as provided in Article IIIof this Declaration.

Section 7. Owner. "Owner" shall mean and refer to the record owner, whether one or

more persons or entities, offer simple title to any lot or other land which is a part of the properties,

including contract sellers, but excluding those having an interest merely as security for performance

of an obligation.

Section 8. Duplex Units. "Duplex Units" shall mean occupied living units situated in

a duplex or other structure which affords residential living space for more than one family on a lot

or plat located within the Properties, whether such units are owned or leased by the occupant. For

purpose of this instrument Duplex residential floor space shall be considered occupied when it is

conveyed by the builder to the first owner who takes title under the Act; the actual occupancy of

such units shall not be material.

Section 9. Parcel. "Parcel" shall mean and refer to all platted portions of the Properties

consisting of one or more lots or Duplex residential units which are subject to the same

Supplementary Declaration.

Section 10. Supplementary Declaration. "Supplementary Declaration" shall mean any

Declaration of Covenants, Conditions and Restrictions which may be recorded by the declarant or

developer which contains such complementary provisions in relation to a parcel as are authorized

herein and required for the general welfare of owners or occupants of lots or units within the parcel.

Section 11. Living Unit. "Living Unit" shall mean a residential unit intended for

occupancy by a single family located on a lot established by plat or Certificate of Survey and subject

to this Declaration. There shall be sixty four (64) Single-Family Residential Living Units in

Cheddington 2nd Phase. Living Unit shall also mean a residential unit intended for occupancy by

a single family located within a duplex and established by a plat or Certificate of Survey within the

parcel of Duplex residential units, which shall have fifteen (15) lots and may be subject to a

Supplementary Declaration of Covenants and Restrictions in addition to this Declaration of

Covenants.

Section 12. Common Properties. "Common Properties" shall mean and refer to those

areas of land designated as common areas, if any, on any recorded subdivision plat, surveyor

resurvey of the properties and intended to be devoted to the common enjoyment of the members of

the Association, or subject to the control thereof, together with any and all improvements that are

now or may hereafter be constructed thereon. In this Declaration common properties shall, without

limitation, contain the following:

(a) All yards, trees, landscaping, parking areas, parking spaces and driveways, except as

otherwise herein provided;

(b) All installments of central services for the benefit of more than one owner such as

mailbox stand, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities

thereon; and

(c) All easements, rights and appurtenances belonging thereto necessary to the existence,

maintenance and safety of the properties and improvements constructed thereon.

Section 13. Declaration. "Declaration" shall mean and refer to this Declaration of

Covenants, Conditions and Restrictions applicable to the properties recorded in the Recorder of

Deeds office for Jackson County, Missouri, by declarant; and Document 1999IO094693 (1-35)

previously recorded December 2, 1999 and "Supplementary Declaration" shall mean and refer to any

Declaration of Covenants, Conditions and Restrictions which may be recorded by the declarant

which may contain complimentary provisions in relation to the parcels as authorized herein and

provided for the general welfare of the occupants of the lots within the parcel.

**ARTICLE II**

**ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. Annexation by the Membership. Annexation of additional property to be made

subject to these restrictions shall require the assent of two-thirds (%) of Class A and Class B votes

cast at a meeting duly called for this purpose, written notice of which shall be sent to all members

not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth

the purpose of the meeting. The presence of members or of proxies entitled to cast sixty (60%)

percent of the votes of each aforesaid class of membership shall constitute a quorum. If the required

quorum is not forthcoming at any meeting, another meeting may be called subject to the notice

requirement set forth above, and the required quorum at such subsequent meeting shall be one-half

(Y2)of the required quorum of the preceding meeting. No such subsequent meeting shall be held

more than sixty (60) days following the preceding meeting. In the event that the requisite number

of votes are not represented, in person or by proxy, members not present may give their written

assent to the action taken thereat.

Section 2. Annexation by the Developer. The foregoing notwithstanding, if within ten

(10) years of the date of recording of this Declaration, declarant, or their assigns, shall have the right

to add additional real estate to be subject to this Declaration and shall be made a part of the property

without the assent of any member other than the developer or without any vote by the members.

 **ARTICLE III**

**ASSOCIATION MEMBERSHIP**

Section 1. Every person or entity that is a record owner of a fee or undivided fee interest

in any lot of land where Duplex units are located, which is subject by covenants of record to

assessment by the Association, including contract sellers, shall be a member of the Association. The

foregoing is not meant to include persons or entities who hold an interest merely as security for the

performance of an obligation. Ownership of a lot or Living Unit shall be the sole qualification for

membership.

Section 1. Members' Easement of Enjoyment. Each member shall have a right and

**ARTICLE IV**

**VOTING RIGHTS**

Section 1.

Class A.

The Association shall have two (2) classes of voting membership:

Class A members shall be all owners, with the exception of declarant, and

shall be entitled to one (1) vote for each lot or Living Unit in which they hold the interest required

for membership by Article III. When more than one person holds such an interest in any lot or

residential unit, the Class A membership with respect to such lot or residential unit shall be held

jointly by all such persons and the vote for such lot or residential unit shall be exercised as they

among themselves determine, but in no event shall more than one (1) vote be cast with respect to

such lot or residential unit and in no event shall any fractional votes be cast.

Class B. Class B members shall be the developer/declarant. Class B members shall

be ,entitled to cast in person or by proxy three (3) votes for each lot, residential unit or duplex unit

owned ..

The Class B membership shall cease and be converted to Class A membership, as

appropriate, upon the earliest of either of the following events, whichever occurs earlier:

(a) when the total votes of Class A membership equals the votes outstanding in the Class

B membership, or

(b) on December 31, 2010.

**ARTICLE V**

**PROPERTY RIGHTS**

easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and

shall pass with the title to every assessed lot or other tract of land, excepting unimproved acreage

not owned by the developer, subject to the following provisions:

(a) The rights of the Association to limit the number of guests of members, other than

the developer;

(b) The right of the Association to charge reasonable admission and other fees for the use

of any facility situated upon the Common Area;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow

money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage

said property, and the rights of such mortgagee in said properties shall be subordinate to the rights

of the homeowners hereunder unless and until such time as any mortgage shall be foreclosed in

accordance with the laws of the State of Missouri, in which case the relative interests of the parties

shall be controlled by such laws;

(d) The right of the Association to suspend the voting rights and right to use of the

recreational facilities by a member for any period during which an assessment against his lot remains

unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and

regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common

Area to any public agency, authority, or utility for such purpose and subject to such conditions as

may be agreed to by the members. No such dedication or transfer, other than the dedication of a

utilities easement, shall be effective unless an instrument signed by members entitled to cast two thirds

(2/3) of all eligible votes in each class under the provisions of Article IV has been recorded,

agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to

every member not less than thirty (30) days nor more than sixty (60) days in advance;

(f) The right of the Association to make reasonable rules and regulations and impose

reasonable restrictions upon such use and enjoyment for the benefit of all members, their guests and

assigns;

(g) . The right of the developer by Supplementary Declaration to limit access to, or

membership in, club houses and clubs by class of property ownership or lot. Such power to limit

membership and access being, however, specifically limited to club houses and clubs;

(h) The rights of the mortgagee under any deed of trust of record at the time this

instrument is filed to foreclose pursuant to Missouri law, free of the rights of members of the

Association herein created.

Section 2. Delegation of Use. Any member may delegate, in accordance with the

Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his

tenants, or contract purchasers.

Section 3. Title to the Common Area. The declarant hereby covenants for itself, its

successors and assigns, that it will convey fee simple title to the Common Area to the Association,

subject to existing encumbrances and liens, upon demand by the Board of Directors of the

Association, or at such time as the declarant may wish to make, and the Board of Directors wishes

to accept, such a conveyance.

**ARTICLE VI**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A

member and owner of any parcel or Living Unit, by acceptance of a deed therefore, whether or not

it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association'; (1)

annual assessments or charges, and (2) special assessments for capital improvements, such

assessments to be established and collected from time to time as hereinafter provided, and (3) annual

or special parcel assessments or charges which shall be established and collected as provided herein

and in Supplementary Declarations recorded pursuant hereto. The annual, special and parcel

assessments, together with interest, costs and reasonable attorneys fees, shall also be the personal

obligation of the person who was the owner of such property at the time the assessment fell due. The

personal obligation for delinquent assessments shall not pass to his successors in title unless

expressly assumed by them. The annual and special assessments, together with interest thereon,

costs of collection thereof and reasonable attorneys fees, as herein provided; shall be a charge on the ,

land and shall be a continuing lien upon the property upon which each such assessment is made.

Section 2. Purpose of Assessments.

(a) Annual Assessments. The annual assessment levied by the Association shall be used

exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents

of the properties and, in particular, for the improvement and maintenance of the homes situated upon

the properties, services and facilities devoted to this purpose and related to the use and enjoyment

of the Common Area. Beginning January 1 following the year of the conveyance of the first parcel

to an owner, the annual assessment shall be Two Hundred Seventeen Dollars and Eighty Cents ($217.80) per residential lot or duplex unit. However, the assessments for all lots owned by the declarant under

Article IV shall be assessed separately and shall be exempt from annual assessment unless first

conveyed to a subsequent owner without regard to assessments imposed against other lots,

residential units or land.

(c) Special Assessments for Capital Improvements. In addition to the foregoing, the

(b) Special Maintenance Assessments. Special assessments may be imposed by the

Board of Directors upon any Single-Family Residential lot or other lot or land upon which Duplex

units are located, for the purpose of maintaining the exterior appearance thereof if the owner shall

have failed or refused to do so, including but not limited to mowing and cleaning of unsightly brush

and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior

building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the

owner's property from deteriorating or becoming unsightly. For the purpose solely of performing

the exterior maintenance authorized by this ~paragraph, representatives of the Association and its duly

authorized agents or employees shall have the right, after reasonable notice to the owner, to enter

upon any lot, unit or other property at reasonable hours on any day except Sunday.

Association may levy in any assessment year uniform special assessment against lots, units and

acreage, by category, applicable to that year and not more than the next two succeeding years, for

the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or

replacement of a capital improvement upon the Common Area, including fixtures and personal

property related thereto, providing that any such assessment shall have the assent of the Class B

member and be approved by two-thirds (2/3) vote of Class A and Class B members present and

voting in person or by proxy at a regular or special membership meeting.

Section 3. Parcel Assessments.

(a) Purpose of Assessment. Annual parcel assessments shall be used for such

purposes as are authorized by the Supplementary Declaration for each parcel.

(b) Method of Assessment. The annual assessment for each parcel shall be levied

by the Association against lots or units in a parcel, using the basis set forth in the Supplementary

Declaration for the given parcel, and collected and disbursed by the Association. The Board of

Directors, in accordance with each Supplemental Declaration, shall fix the annual parcel assessment

for each parcel and the date(s) such assessments become due.

Section 4. Maximum Increase of Assessment.

(a) From and after January 1,2002, the annual assessment may be increased each year

by not more than ten (10%) percent of the maximum annual assessment for the previous year without

a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the

first parcel to an owner, the annual assessment may be increased above ten ('10%) percent by a vote

of two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called

for this purpose.

Section 5. Uniform Rate of Assessment. The amount and time of payment of the regular

assessment shall be determined by the Board of the Association pursuant to the Articles of

Incorporation and Bylaws of the Association after giving due consideration to the current

maintenance costs and needs of the Association. Written notice of the amount of an assessment,

regular or special, shall be sent to every owner at least thirty (30) days in advance of the due date and

the due date for payment of any assessment shall be set forth in said notice, and may be collected

on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 2 and 3. At the first

meeting called, as provided in Sections 2 and 3 hereof, the presence at the meeting of members or

of proxies entitled to cast sixty (60) percent of all votes of Class A and B membership shall

constitute a quorum. Written notice of any meeting called for the purpose of taking any action

authorized under Sections 2 and 3 shall be sent to all members no less than fifteen *(15)* days or more

than sixty (60) days in advance of said meeting. Said notice shall be given to the members by

mailing a copy of such notice, postage prepaid, to each member entitled to vote thereat, addressed

to the member's address last appearing on the books of the Association or supplied by such member

to the Association for purpose of such notice. Such notice shall specify the place, date and hour of

the meeting, and in the case of a special meeting, the purpose of the meeting. If the required quorum

is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement

set forth above, and the required quorum, at any such subsequent meeting, shall be one-half (~) of

the required quorum at the preceding meeting. No such subsequent meeting shall be held more than

sixty (60) days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any

owners liable for said assessment a certificate in writing signed by an officer of the Association

setting forth whether the regular and special assessments on a specified parcel or Living Unit have

been paid and the amount of the delinquency, if any. A reasonable charge may be made by the

Board of the Association for the issuance of these certificates. Such certificates shall be conclusive

evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any

assessments which are not paid when due shall be delinquent. If the assessment is not paid within

thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency

at the rate of twelve (12%) percent per annum, and the Association may bring an action at law

against the owner personally obligated to pay same, or foreclose the lien against the property, and

interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such

assessment. No owner may waive or otherwise escape liability for the assessments provided for

herein by non-use of the common area or abandonment of his parcel or Living Unit or other

property.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for

herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or

Living Unit or land shall not affect the assessment lien. However, the sale 'Or transfer of any lot or

Living Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such

mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such

assessments as to payments therefore which became due prior to such sale or transfer. No sale or

transfer shall relieve such lot or Living Unit from liability for any assessments thereafter becoming

due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall

be exempt from the assessments created herein:

(a) all properties dedicated to and accepted by a local public authority;

(b) the common area; and

(c) all lots or Living Units owned by declarant.

However, no land, lot, Living Unit or Duplex unit shall be exempt from said assessments once

conveyed from declarant to a subsequent owner.

**ARTICLE VII**

**ARCHITECTURAL CONTROL**

Section 1. The Architectural Review Board. An Architectural Review Board

consisting of three (3) or more persons shall be appointed by the Class B members. At such time

as the Class B membership shall cease to exist, the Board shall be appointed by the Board of

Directors of the Cheddington Homeowners Association, Inc.

Section 2. Purpose. The Architectural Review Board shall regulate the external design,

appearance, use, location and maintenance of the properties and of the Single-Family residences and

Duplex units and improvements constructed thereon in such a manner so as to preserve and enhance

values and to maintain a harmonious relationship among structures and the natural vegetation and

topography.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors,

excavations, changes in grade or other work which in any way alters the exterior of any property or

the improvements located thereon from its natural or improved state existing on the date such

property was first conveyed in fee by the developer to an owner shall be made or done without the

prior approval of the Architectural Review Board, except as otherwise expressly provided in this

Declaration. No building, fence, wall, residence or other structure shall be commenced, erected,

maintained, improved, altered, made or done without the prior written approval of the Architectural

Review Board.

Section 4. Procedures. All approvals and consents of developer or the Architectural

Review Board must be in writing and oral approvals or consents shall be of no force or effect. In

the event developer or the Architectural Review Board, as applicable, fails to approve, modify, or

disapprove in writing an application within thirty (30) days after complete plans and specifications

in writing have been submitted to it, in accordance with any procedures adopted at any time or from

time to time by developer or the Architectural Review Board, approval will be deemed granted. The

applicant may appeal an adverse Architectural Review Board decision to the Board of Directors of

the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of such Board

of Directors. No appeal may be taken from a decision of developer. Once a set of plans and

specifications have been approved by developer, no changes may be made-to the exterior of the

building during construction until the written approval from the developer is obtained in accordance

with the procedures of this Section 4. Developer may, under special situations and circumstances,

allow variances or waivers of the requirements or terms set forth in this Declaration, and any

variance or waiver granted shall not constitute a waiver of such requirement or term in any other

situations or under any other circumstances. Developer or the Architectural Review Board may

reject any plans and specifications, with or without citing specifics, for any of the following reasons,

among others:

(a) insufficient information to adequately evaluate the design, intent, or extent of the

subject of such plans and specifications; or

(b) poor overall design quality; or

(c) incompatible design elements; or

(d) inappropriate design concept or design treatment; or

(e) a design or concept that violates any provision of this Declaration or that otherwise

has an adverse effect on the property or any owners.

By its approval of any plans and specifications, developer or the Architectural Review Board

shall not be deemed to have approved the same for engineering design, or for compliance with

zoning and building ordinances, and by approving any such plans and specifications, neither

developer nor the Architectural Review Board nor the Association, nor their officers, directors,

members or other agents or representatives, assumes any liability or responsibility therefore, or for

any defects in any structure constructed from such plans and specifications. Approval of any plans

and specifications by developer or the Architectural Review Board shall not constitute a

representation or warranty that any such plans or specifications comply with applicable

governmental ordinances and regulations, including, but not limited to, zoning ordinances and

building codes. Any person or entity submitting any such plans and specifications shall be

responsible for, and shall comply with, applicable governmental ordinances and regulations

including, but not limited to, zoning ordinances and building codes, in addition to complying with

this Declaration and complying with any decisions made pursuant hereto by developer, the

Architectural Review Board, or the Board of Directors of the Association. Use restrictions set forth

in this Declaration and decisions hereunder by developer or the Architectural Review Board or the

Board of Directors of the Association may be more restrictive than applicable zoning ordinances and

building codes. In any case in which use restrictions set forth in this Declaration or decisions

hereunder by developer or the Architectural Review Board or the Board of Directors of the

Association are at variance with any zoning ordinances or building codes, the more restrictive

requirement shall govern. Developer, its representatives, or any authorized officer or director of the

Association, or any member of the Architectural Review Board, may at any reasonable time enter,

without being deemed guilty of trespass, upon any parcel or Living Unit, after reasonable notice to

the owner for the purpose of inspecting improvements, constructed or being constructed on such

parcel or Living Unit to ascertain that such improvements have been, or are being, built in

compliance with plans and specifications approved by developer or the Architectural Review Board

or the Board of Directors of the Association and in accordance in all respects with this Declaration.

Section 5. Notice of Violation. In the event of non-compliance with the provisions of

this Article, the Architectural Review Board may cause to be placed of record against the property

in non-compliance, a notice of violation. A minimum fee of $75.00 shall be levied by the

Association against the property if such notice is filed. Such fee, together with attorneys fees, legal

and other costs, reasonably expended by the Association to bring the property into compliance, shall

be added to and shall become part of the property assessment and may be enforced as a lien against

the property.

Section 6. Rules and Regulations. The Architectural Review Board may from time to time

adopt and promulgate such rules and regulations regarding the form and content of the plans and

specifications to be submitted for approval, and may publish or record such statements of policy,

standards, guidelines, or establish such criteria relative to architectural styles or details, colors,

setbacks, materials or other matters relative to the architectural control and protection of the

environment, as it may consider necessary or appropriate. No such rules, regulations, criteria or the

like shall be construed as a waiver of the provisions of this Article or any other provision or

requirement of law or of this Declaration. The decisions of the Architectural Review Board shall

be final, except that any member who is aggrieved by any action or forbearance from action by the

Board may appeal the decision of the Architectural Review Board to the Board of Directors and,

upon the request of such member, shall be entitled to a hearing before the Board, which, upon two thirds

(2/3) vote, may reverse or modify the Board's action.

**ARTICLE VIII**

**USE RESTRICTIONS**

Section 1. Use of Land. No lot or parcel may be improved, used, or occupied other

than as a Single-Family residential unit or Duplex residential building in accordance with the R-l,

R-2 Zoning, Final Site Plan, Final Plat, Building Elevations, Building Materials and Landscape Plan

approved for the property by the City. Lease or rental of a parcel or any building thereon for

residential purposes shall not itself constitute a violation of any provision of this Declaration. No

structure of a temporary character, trailer, tent, mobile home, prefabricated home, modular home,

detached garage, shack, barn, storage shed, or other outbuilding shall be erected or maintained on

any parcel. No basement or garage shall be used at any time in and of itself as a residence, either

temporarily or permanently. No parcel may be improved, used, or occupied for purposes other than

as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Notwithstanding any other provisions of this Article, it shall be expressly permissible for developer

and its contractors and subcontractors to maintain, during the period of construction of any

improvements upon any parcel or otherwise within the property, such equipment and facilities as in

the sole of opinion of developer may be reasonably required, convenient, or incidental to the

construction of such improvements.

Section 2. Insurance. Every Duplex unit owner must carry adequate fire and casualty

insurance on the building on his parcel in an amount covering the full replacement value of the

building with no higher than a $1,000 deductible per occurrence. Every owner must carry liability

insurance, including insuring tenants and other guests and invitees, for the building in an amount

of not less than $1,000,000 per occurrence and $3,000,000 aggregate annually. Such insurance

policies shall name developer or the Association once created as an additional insured and every

owner agrees to indemnify and hold developer or the Association harmless from any liability, loss,

damages and costs that are or could be covered by any insurance policy described in this Section 2.

Such insurance shall contain a provision that it will not be canceled without thirty (30) days prior

written notice to the Association (or developer prior to creation of the Association).

Section 3. Leasing. The declarant and Association have determined that Single Family

and Duplex units may be occupied by the owner of the property or may be rented. Each Duplex

or Single Family residential unit owner may be permitted to lease the residential Living Unit within

that owner's building but may not lease less than the whole of a single residential unit. The form

and terms of any lease entered into by an owner must have the prior written consent of the

Association (or the developer prior to creation of the Association). Every lease shall be in writing,

and a copy of such lease, as and when executed, shall be furnished to the Association (or the

developer prior to creation of the Association). Every such lease shall provide that the lessee shall

be bound by and subject to all of the obligations under this Declaration, or the owner making such

lease, for failure to do so, shall be in default under the Declaration. The owner making such lease

shall not be relieved thereby from any of the obligations under the Declaration.

Section 4. Commercial Activity Prohibited. No commercial or business activity of any kind

shall be conducted on any parcel or any other part of the property, but nothing herein shall prohibit

or interfere with the carrying on of promotional activities by the developer for the sale of lots,

parcels and residential units or the resale or lease of lots, parcels and residential units by developer

or other owners thereof, nor shall anything herein be deemed to prohibit 'or interfere with the

construction and maintenance of the infrastructure on the property or the buildings on lots by

developer or other builders, and developer hereby reserves an easement over the property for that

purpose. An exception to this policy to permit businesses allowed under the Home Occupation

Ordinance of the City of Lee's Summit may be approved upon written request and approval by the

declarant or the Homes Association after it is created.

Section 5. Incomplete Structures. No building shall be permitted to stand with its exterior

in an unfinished condition for longer than six (6) months after commencement of construction. In

the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged

condition longer than three (3) months. No building shall be occupied until the exterior shall have

been completed and a certificate of occupancy or occupancy permit or similar certificate issued by

applicable governmental authorities.

Section 6. Easements.

(a) Utility Basements. Easements for installation and maintenance of utilities and

drainage facilities are and will be reserved and granted by developer as shown on the recorded plat

of the property. Developer may also grant such easements for installation and maintenance of

utilities and drainage facilities over, across and under common areas by document separate from the

recorded plat for the property at any time. Such easements shall include the right to ingress and

egress for construction and maintenance purposes. Within these easements, no structure, planting,

or other material shall be placed or permitted to remain that may damage or interfere with the

installation and maintenance of utilities, or which may change the direction or flow of drainage

channels in the easements, or which may obstruct or retard the flow of water through drainage

channels in the easements. The easement area of each parcel and all improvements in it shall be

maintained continuously by the Association except for those improvements for which a public

authority or utility company is responsible. Water, gas, electricity, telephone and other utilities

shall be located underground on each residential lot and other tracts of land, except perimeter lots

and tracts.

(b) Landscape Easements. Easements for the installation and maintenance of

landscape plantings, visual screening, beams, and the like are and will be dedicated, created, granted,

and reserved by developer as more particularly set forth on the recorded plates) of the property

(therein and herein referred to as "Landscape Easements"). Developer may also grant such landscape

easements over, across and under common areas by document separate from the recorded plat for

the property at any time. Such landscape easements shall include the right of ingress and egress for

construction and maintenance purposes. No owner shall, within these landscape easements, erect,

install, or maintain any structure, fence, or other improvement. The area within any such landscape

easements shall be maintained, replaced, and cared for by the Association .."

(c) Landscape Improvements. The declarant hereby reserves the right to require

certain plantings and landscaping to comply with any applicable City of Lee's Summit ordinances

or codes for residential structure to include plantings of trees and/or bushes as required by City

ordinance or guidelines propounded by the declarant with the Board of Directors.

Section 7. Motorcycles. No motorcycles, motorbikes, motor scooters or other similar

vehicles shall be operated in or on the property except for the sole purpose of transportation directly

from a residential unit in the property to a point outside the property or directly from a point outside

the property to a residential unit in the property.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any

portion of the property, nor shall anything be done thereon that may be or become a nuisance or

annoyance to the neighborhood nor shall any parcel or Living Unit be used in any way for any

purpose that might endanger the health or safety of any owner or resident *of* a building.

Section 9. Utilities. Water, gas, lights, telephone and other utilities shall be located

underground on each parcel.

Section 10. New Construction. All buildings permitted on parcels shall be initially new

construction. No building or structure shall be moved onto any parcel.

Section 11. Animals Prohibited. No animals, livestock, or poultry of any kind shall be

raised, bred, or kept on any parcels, except that dogs, cats or other common household pets not to

exceed two (2) in number may be kept inside the building on each parcel (not outside of the

building) provided they are not kept, bred, or maintained for any commercial purpose. In no event

shall such animals be kept on any parcel if they unreasonably disturb the owner or residents of any

other parcel. All animals will be confined inside the building on the owner's parcel, except when

on a leash or when in direct and constant control of the owner thereof or a member of his family.

The construction, placement, or erection on any parcel of any structure, enclosure, cage, dog pen,

dog run, or other devise used to confine or house dogs, cats or other animals is prohibited.

Section 12. Signs. No advertising signs (except one of not more than five (5) square feet

"For Sale" or "For Lease" sign per parcel), billboards, unsightly objects, or nuisances may be

erected, placed, or permitted to remain on any parcel, provided however, that the foregoing

covenants shall not apply to signs and billboards of the developer during the construction and sale

period.

Section 13. Yards. No permanent or temporary structures, buildings, apparatus, trash cans

or storage piles shall be kept outside of any building, except that Duplex units may have one (1)

average sized barbecue grill to be kept on the rear patio of each Duplex unit in each building. No

clothes lines or outbuildings shall be permitted and 'no trash burning shall be permitted on any lot

or any Multi-Family residential unit.

Section 14. Lawns and Landscaping. Lawn areas of parcels and lots shall be fully

sodded to all outside front and side boundary lines and to within 25 feet of the building on all rear

yards and to the curb of all streets adjacent to the front, rear, or sides of the parcel, and otherwise

landscaped in accordance with the landscape plan for the property approved by the City.

Section 15. Antennas Prohibited. No exterior television or radio antennas of any sort shall

be placed, allowed, or maintained on any portion of any building or parcel. However, applications

for satellite dishes measuring less than one meter (39.6 inches) in diameter shall be considered for approval on all parcels where the property is within the exclusive ownership and control of the

antenna user. The application shall specify the specific location and specific size of the unit. Masts

for use as antennas with respect to installation of dishes over 12 feet in height are prohibited. Dishes

are suggested to be black or gray in color. In the event the resident or installation company

demonstrates these guidelines restrict reception, the Architectural Review Board will promptly work

with the applicant to arrive at a workable solution for the location of antenna or dish.

Section 16. Storage Tanks. No tank for the storage of fuel may be maintained on any

parcel above or below the surface of the ground except one five (5) gallon propane tank per each

residential unit in a building for the sole purpose of operating a barbecue grill.

Section 17. Automotive Repair Prohibited. No automotive repair or rebuilding or any other

form of automotive manufacture, whether for hire or otherwise, shall occur on any parcel nor in

common areas or public streets.

Section 18. Garages. Each Duplex residential building shall have at least one private car

garage. Each Single Family residential lot shall have an attached or basement garage for not less

than two (2) nor more than three (3) cars. The driveway on each Single Family residential lot shall

contain sufficient paved area for the off-street parking of at least two (2) cars, and each Duplex lot

shall have sufficient paved area for the off-street parking of at least one (1) car. All garages must

be equipped with doors which shall be kept closed as much as possible to preserve the appearance

of the elevation of the building fronting the street.

Section 19. Parking and Storage of Vehicles Prohibited. There shall be no parking of

motor vehicles or any other things on the public streets of the property and the only place where

parking will be allowed is within the garage and on the driveways. No school or other buses,

tractors, trucks over I-ton, recreational vehicles, motor homes, boats, unmounted campers, trailers,

unlicensed, inoperable or partially disassembled automobiles, motor vehicles or trailers, shall be

parked on any lot unless within an enclosed garage.

Section 20. Trash. No trash, refuse, grass clippings, or ashes shall be thrown, dumped,

or placed upon any undeveloped portions of the property or in common areas. All trash and garbage

collected in the Single Family or Duplex residential units shall be kept in sanitary containers and

shall be removed from the property once each week on the same day of the week by the same trash

company for each residential unit per contract entered into by the Association.

Section 21. Common Areas.

(a) To the extent and solely for the purposes that any common areas are established upon

the property, every owner shall have a right and easement of enjoyment to such common areas,

which right and easement shall be appurtenant to the title of each parcel and be subject to any

recorded restrictions, reservations, encumbrances, utility and drainage easements over said common

areas. The developer (and not the Architectural Review Board) shall have authority to establish

reasonable rules and regulations governing the use of the common areas, which rules and regulations

shall be a restriction upon every owner's right and easement of enjoyment to such common areas.

No common areas shall be mortgaged or conveyed without the written consent of the developer. In

the event that any ingress or egress to or from any parcel within the property is through any such

common areas, any conveyance or encumbrance of such common areas shall be subject to an

easement for ingress or egress appurtenant to such parcel. After construction of the last building in

the property, developer shall transfer ownership by Quit Claim Deed to the Association of all

common areas designated on the plat of the property.

(b) Any owner may delegate his right of enjoyment to the common areas and facilities

to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 22. Fencing. No fencing may be erected on Duplex lots except for privacy fences

around lots, patios or decks which shall be constructed on each lot for each Living Unit with written

permission of the declarant or Homes Association. On Single-Family residential lots a four (4') foot

yard fence of wrought iron, wood or other material acceptable with declarant shall be permitted and

six (6') foot fences shall be permitted around private pools and along residences when a residence's

backyard adjoins a collector street. No chain link fencing shall be permitted.

Section 23. Leasing. Each Single Family residential or Duplex unit owner shall be

permitted to lease the residential units within that owner's building, but may not lease less than the

whole of the entire Single Family residential unit or Duplex unit. The form and terms of any lease

entered into by an owner shall provide that the lessee shall be bound by and be subject to all of the

obligations under this Declaration and any rules propounded by the Association with respect to use

of the common area, and the owner making such lease shall not be relieved thereby? from any

obligations under the Declaration. Every lease shall be in writing and a copy of such lease when

executed shall be furnished to the Association or to the developer prior to the creation of the

Association.

**ARTICLE IX**

**ADDITIONAL USE RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS**

Section 1. Land Use. None of said lots may be improved, used or occupied for other than

private residence purposes (except for model homes used by the developer or commercial builders)

and no flat or apartment house, although intended for residential purposes, may be erected thereon.

Any residence erected or maintained on any of said lots shall be designed and used for occupancy

by a single family.

Section 2. Height Limitation. Any residence erected on any of said lots shall not be

more than two (2) levels in height, above ground, provided that a residence more than two (2) stories

in height may be erected on any of said lots with the written consent of the Architectural Review

Board.

Section 3. Size Requirements. Any Single-Family residence consisting of a single

level above ground level shall contain a minimum of 1,400 square feet of enclosed floor area. If,

however, a single level residence shall contain a basement garage, the minimum enclosed floor area

shall be 1,600 square feet. Any residence consisting of two levels above ground level shall contain

a minimum of 1,000 square feet of enclosed floor on the first level above ground level and an overall

minimum of 1,600 square feet of enclosed floor area in the two levels above ground level. Any

residence consisting of a level or part of a level below ground level with a garage beneath a part of

the living area, sometimes referred to as a "split-level" or a "split foyer", shall have a minimum of

1,400 square feet of total enclosed floor area on the level above ground level and above the garage.

It shall have an additional 250 square feet of enclosed floor area either above or below the principal

living area, for a total minimum enclosed floor area of 1,650 square feet. The words "enclosed floor

area" as used herein shall mean and include areas of the residence enclosed and finished for all year

occupancy, computed on outside measurements of the residence, and shall not mean or include any

patio areas, basements, garages, carports, porches or attics. A residence containing less than the

minimum enclosed floor area provided herein may be erected on any of said lots with the written

consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide

for the Board's consideration.

Any Duplex unit consisting of one level shall have a minimum of 1,000 square feet of

enclosed floor area and any Duplex unit with a split level or second floor shall have at least an

additional 250 square feet of enclosed area above or below the principal living area, for a total

enclosed floor area of at least 1,250 feet.

Section 4. Building Lines. No part of any residence shall be located on any lot nearer to

the front street or the side street than is the front building line or the side building line shown on the

recorded plat. However, a residence or part of any residence may be located on any lot nearer than

the said building line shown upon said plat with the written consent of the Architectural Review

Board.

Section 5. Exterior Maintenance. Each owner shall be responsible for the exterior

maintenance, including paint, of his residence and of plantings and the like belonging to him and not

part of the Common Properties. In the event that a need for necessary and obvious maintenance,

mowing, watering or the like is caused by or through the willful or negligent act of an owner, his ,

family, guests or invitees, and the owner fails and refuses to correct such need after fifteen (15) days

written notice, the cost of such additional maintenance, utilities or materials paid by declarant or the

Association shall become an assessment within thirty (30) days after written demand from the

developer or the Association, and shall be enforceable and secured by a lien on the property. Inthe

event the Association or declarant seeks to enforce such a lien in court, the declarant or Association

shall be entitled to recover the amount of money owed, reasonable attorney's fees and court costs,

together with interest.

Section 6. Fencing. No fencing shall be permitted upon any of the lots unless such fencing

shall be wooden or other approved material, and built with methods and materials which harmonize

with the external design of the residences in Cheddington Subdivision and legally described above.

Section 7. Driveways and Sodding. All constructed houses shall have external driveways

consisting exclusively of properly constructed concrete surfaces; all lots regardless of house location

thereon shall be fully sodded, unless in the opinion of declarant or the Association, soil, lighting or

topographical conditions would make sodding impractical or unreasonably expensive, and provided

further that no duty to clear any tract of trees, bushes, shrubs or natural growths, which are kept

reasonably attractive, shall be implied.

Section 8. Exterior Lighting and Decorations. No exterior Christmas lights or decorations

may be erected or maintained on any of the lots hereby restricted, except during a ninety (90) day

period beginning November 151 of each calendar year.

Section 9. Foundations. All portions of foundations exposed and protruding more than

twelve (12) inches from the ground shall be painted the same color as the principal structure.

Section 10. Dog Run. Dog houses, animal shelters and related rooms and fences shall be

permitted only with declarant's express written permission, which it can withhold for any reason.

Any such permission once granted shall be temporary in nature and may be revoked without cause

and upon such revocation all such structures shall be removed.

Section 11. Roof Materials and Paint Colors. All residences shall have laminated shingles

colored "weather gray" or equivalent, consisting of Owen Corning, Oakridge, Timberline or

equivalent, with twenty-five (25) year warranty, being wood like in appearance. Tile, stucco or

concrete roofs may be approved with prior written approval of the declarant or the Architectural

Review Board. Windows shall be wood colored metal or vinyl. Further, declarant agrees that all

homes shall contain a "dual fuel" HVAC system for purposes of economical heating and cooling of

the aforesaid units and to comply with certain guidelines created by the utility companies. No

residence shall be painted, or allowed to be painted, a color or colors that do not harmonize with the

surrounding residences in Cheddington. Earth tones shall be encouraged. Said color shall be

approved pursuant to guidelines to be developed by declarant and/or Architectural Review Board.

It is agreed that if the owner of any residence fails or refuses to comply with this provision, the

colors, and the cost thereof to be taxed as a lien against the lot, in the event the owner fails to repaint

declarant or Association shall have the right to have the residence painted in a harmonizing color or

same upon demand by the Association or declarant. In the event the declarant or Association seeks

to enforce said lien on the lot in Court, the declarant or Homes Association, or their assigns, shall

be entitled to recover the cost of such lien, plus reasonable attorney's fees and court costs together

with interest.

Section 12. Care of Vacant Lots. It is agreed that if the owner of any vacant lot fails or

refuses to cut weeds or brush from the cleared portions of the property and the height of same

1",

exceeds six (6) inches, then the developer or Homes Association is authorized to enter said lot and

cut said weeds or brush to comply with this covenant or applicable ordinances and the cost thereof

shall be a lien against said lot. The owner shall be responsible for the cost of enforcement of said

lien and attorney's fees, if necessary, to collect same.

Section 13. Construction Standards. In connection with the construction of a residence

within the district, it is agreed as follows:

(a) Construction shall be commenced not later than sixty (60) days after the date of the

deed from the developer to the new owner and shall be completed no more than two hundred forty

(240) days from the date of such deed.

(b) No construction shall be commenced without the express written approval of the

declarant.

(c) No dumping onto adjoining lots or open burning of construction debris or trash will

be permitted within the district.

(d) Adequate erosion control on all lots as is consistent with appropriate state or local

law, statute or ordinance is required.

(e) Contractors will assume complete responsibility not only for their own acts and the

acts of their employees, agents, designees and invitees, but also for the actions of their

subcontractors and supplies while performing duties in Cheddington Subdivision.

(f) All construction sites shall be clean and well maintained. No blowing of construction

debris off site will be allowed.

(g) Construction equipment may not be stored within the district unless it is in use.

(h) It is encouraged that all construction activity occur between 7:00 a.m. and 7:00 p.m.,

Monday thru Saturday.

**ARTICLE** X

**GENERAL PROVISIONS**

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions,

reservations, easements, liens, and charges set forth in this Declaration shall be as herein provided

or otherwise by any proceeding at law or in equity against any person or persons violating or

attempting to violate any covenants, conditions, restrictions, reservations, easements, liens, and

charges, either to restrain violation or to recover damages or both, and against the land to enforce

any lien or charge created by this Declaration. Except as otherwise provided in this Declaration, any

such action may be initiated by developer, any affected or aggrieved owner, or the Association

created and referred to herein. Failure by developer, any owner, or the Association to enforce any

covenants, conditions, restrictions, reservations, easements, liens, or charges herein contained, or any

delay in such enforcement, shall in no event be deemed a waiver of the right to do so thereafter.

Developer reserves the right, in developer's sole discretion, to assign or delegate any rights or

obligations of developer under this Declaration.

Section 2. Term and Amendment. The provisions of this Declaration shall run with and

bind the property for a term of twenty (20) years, commencing on the date hereof, after which period

the provisions of this Declaration shall be automatically extended for successive terms of ten (10)

years. The provisions of this Declaration may be amended during the initial twenty (20) year period

by an instrument signed by owners of not less than sixty (60%) percent of all votes which may be

cast by members, and following such initial twenty (20) year period, by an instrument signed by

owners of not less than two-thirds (2/3) of all parcels or Living Units. Any such amendment shall

be effective upon the date that such instrument shall be properly executed, acknowledged, and filed

of record in the office of the Recorder of Deeds for Jackson County, Missouri.

Section 3. Mortgaging or Conveyance of the Common Area. The common area cannot

be mortgaged or conveyed without consent of at least two-thirds *(2/3)* of the Living Unit owners.

Provisions of this Section shall not be applicable to the declarant.

Section 4. Rights oflngress and Egress. If ingress and egress to any Living Unit subject

to these restrictions is through any common area, then any conveyance or encumbrance referred to

in Section 3 above shall be subject to Living Units' easement of ingress and egress.

Section 5. Special Amendments. Notwithstanding any other provision hereof, declarant

reserves the right and power, if necessary, to record a special amendment ("Special Amendment")

to this Declaration at any time and from time to time (a) to comply with the requirements of 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 Administration, 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 *andlor* (b) to induce any of such agencies or

entities to make, purchase, sell, insure or guarantee first mortgages covering lots. 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 a lot and the acceptance thereof shall be

deemed to, be a grant and acknowledgment of, and a consent to the reservation of, the owner or

declarant to make, execute and record Special Amendments.' No Special Amendment made by

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declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by

any owner in order to induce any of the above agencies or entities to make, purchase, insure or

guarantee the first mortgage on such owner's lot.

Section 6. Severability. Invalidation of anyone of these covenants or restrictions by

judgment or court order shall in no way affect any other provisions, which shall remain in full force

and effect.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, have hereunto set

their hands and seal this 13th day of *January* , 2003.

**ROCKWELL CONSTRUCTION, INC.**

a **Missouri corporation**